

**Atlantic Credit's Thomas Askey**  
**2006-1045-CD**

2023395

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF  
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Identification No.: 81894  
21 SOUTH 21ST STREET  
PHILADELPHIA, PA 19103  
215/988-9600

FILED  
M 11:30 AM  
JUN 30 2008  
WM

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 85.00

ICC Shff

Atlantic Credit & Finance Inc.  
Assignee from Household Bank  
3353 Orange Avenue  
Roanoke, VA 24012

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1045-CD

THOMAS G ASKEY  
1213 TREASURE LK  
DU BOIS PA 15801

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$4,421.89.

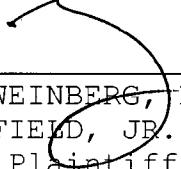
6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$4,421.89 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of

\$4,421.89 at the rate of 0% from the date of March 3, 2003,  
together with costs and attorney fees.

GORDON & WEINBERG, P.C.

BY: \_\_\_\_\_

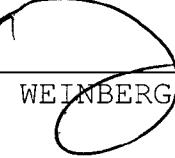
  
FREDERIC I. WEINBERG, ESQUIRE  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Attorney for Plaintiff

P01E.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

  
FREDERIC I. WEINBERG, ESQUIRE

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EXHIBIT "A"

December 13, 2005

epauu ACF 112603-RCVRY-NV  
1441 Schilling Place  
Salinas, CA 93901

PA  
(2023395)

Ref : 5499441001656910  
FROM : Nov-03  
TO : Nov-03

Dear epauu ACF 112603-RCVRY-NV:

We have received your recent request for documents pertaining to your account indicated above.

Enclosed is the information regarding your account activity that was furnished on your billing statement.

Please be aware that your copy may incorrectly reflect the percentage you can earn for GM earnings for the period September 4, 2003 through November 10, 2003.

Your actual billing statement correctly reflected 5%.  
We hope our records will be helpful to you.

If you have any questions, you may contact one of our Cardmember Specialists at the phone number indicated on the back of your credit card.

Sincerely,

Cardmember Services  
HCSMQ9

Quick-Look Account Summary

Acct #5499 4410 0165 6910 Total Credit Limit \$0  
 Statement Date 10/31/03 Total Cash Advance Limit \$0  
 Customer Center Payment Address: New Balance \$4,421.89 Available Credit \$0  
 1-800-947-1000 Cardmember Svcs Pmt Requested By 10/29/03 Available Cash Advance \$0  
 P.O. Box 80082 PO BOX 88000 Minimum Pmt Due \$633.00 # Days This Bill Cycle 28  
 Salinas, CA BALTIMORE Amount Past Due \$545.00 Page 1 of 1  
 93912-0082 MD  
 21288-3000

Visit us at [gmcard.com](http://gmcard.com)

Transactions

Trans	Post	Description	Amount	Reference Number
Date	Date			
10/08		OVERLIMIT CHARGE ASSESSMENT	\$29.00	1000000201000000083310
10/28		LATE CHARGE ASSESSMENT	\$35.00	1000000201000000030250

Account Activity

Previous Balance	- Payments and Other Credits	+ Purchases, Cash Advances, Fees and Other Debits	= Finance Charges	New Balance
\$4,357.89	\$0.00	\$64.00	\$0.00	\$4,421.89

Finance Charge Calculation					
Average Daily Balance	Daily Rate	Nominal Annual % Rate	Finance Charge	Cash Advance Fees	Annual Percentage Rate

Cash Advances	\$0.00	0.0548%	19.99%	\$0.00	\$0.00	0.00%
Purchases	\$0.00	0.0424%	15.49%	\$0.00	\$0.00	0.00%

Earnings Summary

Remember, every time you make a purchase with your GM Card, you'll earn 5% in GM Card Earnings. You can save hundreds, even thousands on the purchase or lease of your new GM car or truck (excluding Saturn, Saab and EV1). Choose from over 50 brands.

When you're ready to redeem your GM Card Earnings to buy or lease an eligible new GM car or truck, call us at 1-800-947-1000

100210 Z 03

STMTGX 07

(Please detach and return bottom portion with payment and retain top portion for your records. Do not staple or clip your check to the form below.)

Account Information

Account Number	Payment Requested By	New Balance	Amount Past Due	Minimum Payment Due
5499 4410 0165 6910	10/29/03	\$4,421.89	\$545.00	\$88.00

Make Check Payable to:

GM CARDMEMBER SERVICES  
 -Please write your account number  
 on your check; do not send cash  
 -Do not fold, staple or clip  
 -Please send your payment 7 days  
 prior to the requested by date to  
 ensure timely delivery  
 -Submit one check or money order per  
 payment coupon  
 \* See reverse for more information

GM CARDMEMBER SERVICES  
 PO BOX 88000  
 BALTIMORE MD 21288-3000

THOMAS G ASKEY  
 1213 TREASURE LK  
 DU BOIS PA 15801-9029

0063300 0442189 5499441001656910 9

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101680  
NO: 06-1045-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: ATLANTIC CREDIT & FINANCE INC.  
vs.  
DEFENDANT: THOMAS G. ASKEY

**SHERIFF RETURN**

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NOW, July 18, 2006 AT 2:00 PM SERVED THE WITHIN COMPLAINT ON THOMAS G. ASKEY DEFENDANT AT 1213 TREASURE LK, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS ASKEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	21366	10.00
SHERIFF HAWKINS	GORDON	21366	34.91

FILED  
G230cm  
JUL 21 2006  
SHERIFF

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

*Chester A. Hawkins*  
*by Marly Hantz*  
Chester A. Hawkins  
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Atlantic Credit & Finance Inc CIVIL ACTION  
(Plaintiff)

3393 Orange Ave.  
(Street Address)

No. 06-1045-CD

Roanoke, VA 24012  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: \_\_\_\_\_

vs.

Thomas M. Askey  
(Defendant)

Filed on Behalf of:

Thomas M. Askey  
(Plaintiff/Defendant)

1213 Treasure Lake  
(Street Address)

Dubois, PA 15801  
(City, State ZIP)

Thomas M. Askey  
(Filed by)

1213 Treasure Lake - Dubois PA  
(Address) 15801

(814) 371-2623  
(Phone)

Thomas M. Askey  
(Signature)

FILED  
09/5/2008  
Def.  
JUL 26 2008  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

7-26-06

Thomas L. Askey  
Kim M. Askey  
1213 Treasure Lake  
Dubois, PA 15801

acct# 5499 4410 0165 6910

I am writing on behalf of our debt.  
We are well aware that we have fallen behind  
called Gordon & Wineberg & talked to a lady named  
Mary who is handling this. She said she wanted  
195 a month for 24 months plus 6% & also a judgement  
will be filed.

We got ahold of American Financial Debt  
Solutions they went over our debt & said 89<sup>00</sup>  
a month would work for us. They then called  
Gordon & Wineberg as of yesterday they didn't  
return any calls to American Financial starting  
Aug. 5<sup>th</sup> they will be taking the 89<sup>00</sup> out of our  
Checking & are going to send it anyway so  
that we can get this paid.

The reason we got so behind is  
because Thomas had to take early retirement  
because of health problems. Could not afford  
his health care so is on medicare & they >

(2)

didn't pay for prescriptions.  
Lost a lot of money a month taking  
early retirement & was put on disability  
We have gotten so far behind were  
trying to get caught up. When we redid  
our mortgage there was only so much we  
could borrow against our house & they paid  
some debts off. But this me wasn't included.  
We were hoping that we could  
resolve this with Gordon & Wilberg but,  
they wanted a month more then we can  
afford.

(Kim) I have been off of work because  
I have had several surgeries over the  
past 4 years. So, then that was no income.

Anyway were hoping you will  
allow us to work on this with our  
debt management program to get this paid.

Thank-you,

John & Sonja



Phone: (800) 570-3462  
Fax: (888) 731-2242

KIM M ASKEY  
1213 TREASURE LAKE  
DU BOIS, PA 15801

**Home Phone:** (814) 371-2623

**Work Phone:**

### **Re: Debt Management Documentation**

**Congratulations!** You have joined the growing number of consumers who have discovered the benefits of the American Financial Solutions Program. To complete your enrollment, just follow the instructions outlined below. If you need to make any changes or you have questions, please contact us at (800) 570-3462 to speak with a representative.

- Read over the Debt Management Agreement.**
- Carefully review the Repayment Schedule listing the debts you have placed on the program.**  
For security reasons, we have only listed a portion of your creditor account number. If you are unsure about the accuracy of this account, please contact us immediately. Check closely to ensure we have listed all of your creditors, and that the listed debt (balance) for each creditor is accurate. *Incomplete or incorrect information may delay the creditor acceptance process and cause delinquencies with your creditors.*

- Complete the *EasyPay Debit Form* and attach an unsigned voided check. This check should have your name and address pre-printed on it.**

With *EasyPay*, AFS will withdraw your monthly payment from your bank account on the date that you have chosen. We generally hold payments up to **8 business days**. Choosing a debit date that meets your creditor due dates and works with your budget is important. Inconsistent payments may jeopardize your creditor-supplied benefits.

- Read, sign, and date your Debt Management Agreement.**
- Fax the signed Debt Management Agreement page and *EasyPay Debit Form* to: (888) 731-2242.**

### **Important Information**

- ❖ Keep the original signed Debt Management Agreement and EasyPay Debit Form for your records.
- ❖ Once we receive your faxed signed agreement, AFS will notify your creditors **in writing** to advise them of your enrollment in our Debt Management Program. We strongly encourage **you** to call your creditors to **inactivate your accounts and reset your payment due dates** to be 21 days after the payment date you selected. This will ensure your credit history reflects that **you** requested the change in status on your account and will allow ample time for your creditors to post your payments.
- ❖ Most creditors require you to make 3 consecutive payments through the Debt Management Program before applying benefits.
- ❖ You will continue to be responsible for any late or over the limit fees that your creditor may assess. We are confident that you will soon recognize the long-term benefits and savings of being on our Debt Management Program.

**Your success in the program is our success. So that we may start working for you today, please return these documents promptly. We look forward to serving you.**

AFS  
PO BOX 6119  
COLUMBIA MD 21045-6119



AMERICAN FINANCIAL SOLUTIONS *A CareOne Service Provider*  
Member Association of Independent Consumer Credit Counseling Agencies

Phone: (800) 570-3462  
Fax: (888) 731-2242  
www.myafs.org

KIM M ASKEY  
THOMAS G ASKEY  
1213 TREASURE LAKE  
DU BOIS PA 15801

**Agreement Date:** July 18, 2006

**Program ID:** 0734194121  
**Monthly Amount:** \$89.00 per month  
**First Payment Date:** August 06, 2006  
**Phone Number:** (814) 371-2623

### **Debt Management Agreement - EasyPay**

I enter this agreement with you for a debt management plan (DMP) by signing at the bottom. This agreement protects both you and me by spelling out what's expected. "I" and "me" mean the client(s). "You" means the credit-counseling agency shown above.

The entire agreement has four parts: 1) this document; 2) an Arbitration Provision; 3) EasyPay debit form and 4) the attached repayment schedule.

I authorize you to set up and manage my approved plan on my behalf. On the 6th of each month, you debit my bank account for the monthly amount. To protect me, you hold my funds in a trust account at First Citizens Bank and Trust Company, located in Raleigh, North Carolina, or another bank or financial institution that you may choose at your discretion. Where mandated by state law, these funds may be held in state trust account(s). I'm not paid interest on those funds. You hold the funds for up to 8 days to ensure they're available. Once funds are available, I authorize you to pay my listed creditors with the funds you debit from my account. My plan only applies to creditors listed on my repayment schedule.

As a client, I will have access to free educational resources that will assist me in budget planning. These will include newsletters, online educational content, and financial counseling support. I realize that the primary benefits of a DMP such as reducing my monthly payments and lowering my interest rates and finance charges are provided by my creditors. My creditors may or may not grant these benefits. I understand that you are not lending me money to repay my debts.

My listed creditors must decide if they want to participate. I authorize you to add up to \$10 more for each creditor if they require additional money to accept my plan. You may do that without first checking with me. Otherwise, you will first tell me if a creditor wants something changed or doesn't want to participate.

My creditors will want something in return. They'll want me to pay on time. They'll want me to commit not to take on additional debt until I'm finished with the plan. They'll also want to close my accounts. My creditors may report my participation in the plan to credit bureaus. That may negatively impact my credit report while I'm on the program or shortly thereafter. I understand and accept those conditions.



**Kim M Askey**  
**Thomas G Askey**

**Program ID: 0734194121**

**Debt Management Agreement - EasyPay**

I'll keep paying you my monthly amount until I've fully paid all listed creditors, unless you or I stop this agreement early. As each listed creditor gets paid in full, I authorize you to continue debiting the same monthly payment and distribute the funds to my remaining listed creditors.

I will examine all statements I receive from you and my creditors. I will promptly notify you about any mistakes that affect my plan. I can get records about my plan by going online, calling, mailing or faxing a request to you, or by visiting your office.

Because of my current financial situation, I have elected not to make a monthly contribution at this time. As my current situation improves, I may decide to make future contributions to you. I understand that contributions have become increasingly critical to you given the dramatic decline in contributions by creditors. If allowed by the law of the state where I live, you may charge me \$15 for every returned item rejected by my bank for insufficient funds or other reasons. You may add these amounts to my monthly payments and debit them from my bank account.

**Disclosures**

The DMP serves two roles. The first is the role of helping me repay my debts. The second is helping my creditors receive the money that I owe them. You provide a \$50,000 Fidelity Bond (underwritten by Transportation Insurance Company, Policy No. 78592728). The bond protects your clients.

The law of the state where I live (shown on the top of this Agreement) governs this agreement without reference to its conflict-of-law rules.

I understand that you depend entirely upon voluntary contributions from creditors and clients. You ask creditors to give a percentage of each month's payment as a voluntary contribution to help defray the costs of my DMP. Since creditors have a financial interest in getting paid, many are willing to make a contribution to help fund your agency. No matter what you receive from my creditors, my full monthly payment will be applied to my creditor balances.

**Arbitration Disclosure**

I agree that if a dispute arises out of this agreement, either you or I or third parties involved can choose to have the dispute resolved by binding arbitration as detailed in the attached "Arbitration Provision." I understand it is important to read this attachment and that it is a part of this agreement. If arbitration is chosen by any party, neither you nor I will have the right to go to court or have a jury trial. I will not have the right to participate as a member or representative of a class of claimants of any claim subject to arbitration. I also understand that other rights I would have in a court may not be available with arbitration.



Kim M Askey  
Thomas G Askey

Program ID: 0734194121

**Debt Management Agreement - EasyPay**

**Conclusion of this Agreement**

This agreement stops when I've fully paid my listed creditors. Also, either you or I may stop this agreement at any time by first giving written notice to the other. If I decide to stop this agreement early and you don't get my written notice at least 10 business days before my scheduled payment, you cannot guarantee that my bank account won't be debited for the payment.

**Release of Financial Information**

I authorize you to obtain credit reports and financial information about me from time to time. I authorize you and my creditors to share information between you and them. I release my creditors from any liability for disclosing my information to you. I also authorize you to give my information to my Mortgage Company or other creditor or company if they referred me to you.

I enter this agreement by signing below or accept these terms digitally. I will keep a copy of the signed client agreement or the digital acceptance client agreement for my records.

American Financial Solutions (A CareOne Service Provider)

Client Signature: \_\_\_\_\_  
Kim M Askey \_\_\_\_\_ Date \_\_\_\_\_

by: Henry F. Keaton  
its: President and CEO

Co-Client Signature: \_\_\_\_\_  
Thomas G Askey \_\_\_\_\_ Date \_\_\_\_\_

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Account Summary:      Agreement Date:      July 18, 2006

Monthly Amount:      \$89.00 per month  
First Payment Date:      August 06, 2006  
Payment Day:      6th of every month



Please SIGN and FAX this page to American Financial Solutions  
Fax Number: (888) 731-2242

AFS  
PO BOX 6119  
COLUMBIA MD 21045-6119



AMERICAN FINANCIAL SOLUTIONS

Phone: (800) 570-3462  
Fax: (888) 731-2242

KIM M ASKEY  
THOMAS G ASKEY  
1213 TREASURE LAKE  
DU BOIS PA 15801

Date: July 18, 2006  
Time: 8:38:28 PM  
Monthly Payment: \$89.00  
Next Payment Due: August 06, 2006

### REPAYMENT SCHEDULE

<b>Listed Creditors</b>	<b>Listed Accounts</b>	<b>Pre-Plan Payment</b>	<b>AFS Payment</b>
Gordon & Weinberg Atty's	08*****	\$4,421.89	\$89.00

Account Summary:  
Total Regular Payment: \$4,421.89  
Total Payment Reduction: \$4,332.89

Debt Management Payment to Creditors: \$89.00  
Client Contribution Amount: \$0.00  
Total Monthly Payment: \$89.00

TO MAKE CHANGES TO THIS SCHEDULE, PLEASE CALL (800) 570-3462

Rev: 34E-022-060702

SOCIAL SECURITY ADMINISTRATION

Date: July 13, 2006  
Claim Number: 166-34-3030A

THOMAS G ASKEY  
1213 TREASURE LAKE  
DUBOIS PA 15801-9029

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Current Social Security Benefits

Beginning December 2005, the full monthly Social Security benefit before any deductions is.....\$ 1402.40

We deduct \$88.50 for medical insurance premiums each month.

The regular monthly Social Security payment is.....\$ 1313.00  
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third of each month.

If You Have Any Questions

If you have any questions, you may call us at 1-800-772-1213, or call your local Social Security office at 814-371-8099. We can answer most questions over the phone. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY  
480 JEFFERS STREET  
DUBOIS, PA 15801

If you do call or visit an office, please have this letter with you. It will help us answer your questions.

OFFICE MANAGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ATLANTIC CREDIT & FINANCE, INC. \* NO. 2006-1045-CD  
Plaintiff \*  
vs. \*  
THOMAS G. ASKEY \*  
Defendant \* *03/25/13*  
*4* *LLB*

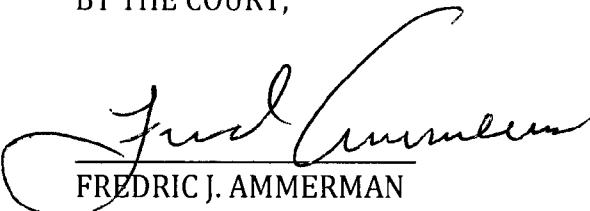
ORDER

William A. Shaw  
Prothonotary/Clerk of Courts

*13*

NOW, this 15<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting that there has been no activity for a period of over six years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge