

**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
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JUN 30 2008
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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. Meholick, 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".

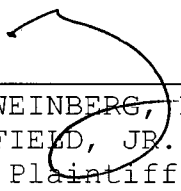
5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$4,421.89.

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

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

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

21288-3000

Visit us at gmcard.com

Trans Date	Post Date	Description	Amount	Reference Number
10/08		OVERLIMIT CHARGE ASSESSMENT	\$29.00	10000002010000000083310
10/28		LATE CHARGE ASSESSMENT	\$35.00	10000002010000000030250

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 Periodic 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.	
Prev Earnings	\$87.62	New Earnings Total	\$87.62		
Earnings Rcvd	\$0.00	Anniversary Date	6/07/02		
Addnl Earnings	\$0.00	Anniv Y-T-D Earnings	\$0.00		
Earnings Adjmnt	\$0.00	Lifetime Earnings Rdem	\$0.00		
Current Period	\$0.00	ngs			

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

Amount Enclosed

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

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

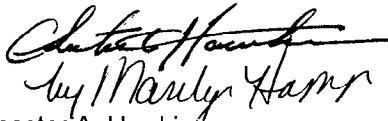
FILED
92:30cm
JUL 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Atlantic Credit Finance Inc CIVIL ACTION
(Plaintiff)

3353 Orange Ave.
(Street Address)

Roanoke, V.A. 24012
(City, State ZIP)

No. 06-1045-CD

Type of Case: Civil

Type of Pleading: _____

vs.

Thomas H. Askey
(Defendant)

1213 Treasure lake
(Street Address)

DuBois, PA 15801
(City, State ZIP)

Filed on Behalf of:

Thomas G Askey
(Plaintiff/Defendant)

Thomas H. Askey
(Filed by)

1213 Treasure lake - DuBois PA
(Address) 15801

(814) 371-2623
(Phone)

Thomas G Askey
(Signature)

FILED
09:54/371
JUL 26 2008
cc
Def.
(5)

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 ahead of American Financial Debt
Solutions they went over our debt & said 89⁰⁰
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. 5th they will be taking the 89⁰⁰ 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 →

didn't pay for prescriptions.

lost alot 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 one wasn't included,

We were hoping that we could
resolve this with Gordon & Willberg but,
they wanted a month more than 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 & Kim

AFS
PO BOX 6119
COLUMBIA MD 21045-6119



AMERICAN FINANCIAL SOLUTIONS

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.

Rev: 32E-011-060312

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

Agreement Date: July 18, 2006

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

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.



AMERICAN FINANCIAL SOLUTIONS *A CareOne Service Provider*

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.

AFS
PO BOX 6119
COLUMBIA MD 21045-6119



AMERICAN FINANCIAL SOLUTIONS *A CareOne Service Provider*

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)

by: Henry F. Keaton
its: President and CEO

Client Signature: _____
Kim M Askey Date

Co-Client Signature: _____
Thomas G Askey Date



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

Date: July 18, 2006

Time: 8:38:28 PM

Monthly Payment: \$89.00

Next Payment Due: August 06, 2006

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

REPAYMENT SCHEDULE

Listed Creditors	Listed Accounts	Pre-Plan Payment	AFS Payment
Gordon & Weinberg Attys	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.,

Plaintiff

vs.

THOMAS G. ASKEY

Defendant

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*
*
*
*

NO. 2006-1045-CD

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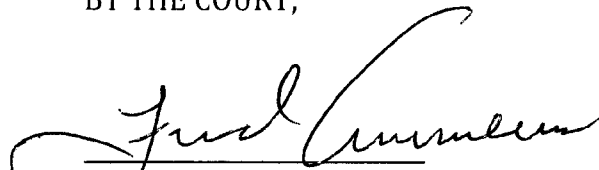
ORDER

William A. Shaw
Prothonotary/Clerk of Courts

1K

NOW, this 15th 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