

2022897

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

11:47 GK

NOV 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

ICC SHERIFF
1 COPY ATTY

ATLANTIC CREDIT & FINANCE INC.
Successor in Interest to
Providian
3353 Orange Avenue
Roanoke, VA 24012

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2006-1847-CD

RONNI R MURPHY
RR 2 BOX 2A
WINBURNE PA 16879-9801

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 was the holder of a credit card, which at the request of the defendant was issued to the defendant by the plaintiff under the terms of which the plaintiff agreed to extend to defendant the use of plaintiff's credit facilities.

3. Defendant 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 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 an affidavit of debt and verified bill of particulars is attached hereto as Exhibit "A".

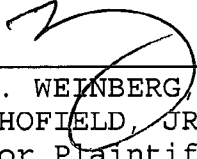
5. All the credits to which the defendant is entitled have been applied and there remains a balance due in the amount of \$2,794.03.

6. Plaintiff has made demand upon the defendant for payment of the balance due of \$2,794.03 but the defendant has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant the sum of \$2,794.03 plus interest from the date of January 30, 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 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"

v.

RONNI R MURPHY

AFFIDAVIT OF DEBT AND VERIFIED BILL OF PARTICULARS

The undersigned being first duly sworn according to law, deposes and says that she is familiar with the policies and practices, as well as the books and records of the Plaintiff with respect to the matters stated herein, and based on information and belief states as follows:

1. Plaintiff's principal business consists of purchasing charged off receivables.
2. The Defendant defaulted on Providian Account No. 4361459725305877. Said Account was charged off on September 30, 2003 in the amount of \$2,794.03.
3. Plaintiff purchased or was otherwise assigned this charged off account along with other debts. As a result of the foregoing sale and assignment, the Plaintiff succeeded to all right, title and interest in the charged off account, and it now owns the account.
4. Plaintiff conducted a due diligence investigation to determine, among other things, the accuracy of the account information provided to ascertain whether the statute of limitations was a bar to demand or institution of suit. Further, Plaintiff and/or its predecessor entered into a contract where the predecessor made representations and warranties that 1) it had clear right, title and interest in the account; 2) the account was free and clear of all liens and encumbrances; and 3) it had the power, authority, and full right to sell and convey its interest in the account.
5. According to Plaintiff's records, the last payment date on this charged off account was January 30, 2003. After application of all payments, credits, adjustments, and lawful offsets, if any, there is still a balance due and owing on this indebtedness of \$2,794.03.
6. The internal Account Statement of Plaintiff is attached hereto as Exhibit A and displays the account information that was provided to Plaintiff at the time of purchase and assignment.

The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on July 18, 2006

JPB
Notary Public: Jason Bailey
My Commission Expires: 12/31/08



THIS COMMUNICATION IS FROM A DEBT COLLECTOR



Atlantic Credit & Finance Inc.
Account Statement

Report Date
7/17/2006 10:03AM

Our Account ID: 615481

Status: LEG

Account Number: 4361459725305877

Received: 10/30/2003

Original Balance: \$2,794.03

Amount Paid: \$0.00

Debtor Info

Name: MURPHY, RONNI R

SSN - Last 4 Digits: 0514

Other Name:

HomePhone: 8143457508

Street1: RR 2 BOX 2A

WorkPhone:

Street2:

City, State, Zip: WINBURNE, PA 168799801

Payment Info

Date	Type	Matched	Check No	Invoice	Amount	Comment

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102121**

ATLANTIC CREDIT & FINANCE INC.

Case # 06-1847-CD

vs.

RONNI R. MURPHY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 15, 2007 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO RONNI R. MURPHY, DEFENDANT. NEVER RECEIVED PHYSICAL ADDRESS

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	26410	10.00
SHERIFF HAWKINS	GORDON	26410	17.00

FILED

FEB 15 2007

0/2:45/10
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by *Marilyn Harker*
Chester A. Hawkins
Sheriff

2022897

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David S. Meholick, Court Admin.

Clearfield County Courthouse

Clearfield, PA 16830

(814) 765-2641

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 09 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

COMPLAINT IN CIVIL-ACTION

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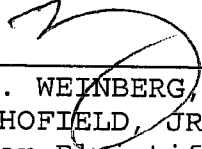
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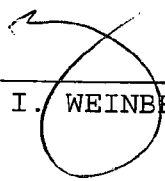
BY: 
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PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

P01E.DB

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v.

RONNI R MURPHY

2022897

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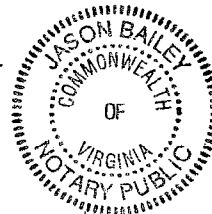
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By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on July 19, 2006.

Jason Bailey
Notary Public: Jason Bailey
My Commission Expires: 12/31/08



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Other Name:

HomePhone: 8143457508

Street1: RR 2 BOX 2A

WorkPhone:

Street2:

City, State, Zip: WINBURNE, PA 168799801

Payment Info

Date	Type	Matched	Check No	Invoice	Amount	Comment

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

ATLANTIC CREDIT & FINANCE, INC., et al
Plaintiffs
vs.
RONNI R. MURPHY
Defendant

*
*
*
*
*

NO. 2006-1847-CD

FILED

6 0/2:34/KK
MAR 1 2013

ORDER

William A. Shaw
Prothonotary/Clerk of Courts KK

NOW, this 21st day of March, 2013, upon the Court's review of the docket and noting 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