

06-2010-CD
Atlantic Credit vs Kevin Holmes

Atlantic Credit vs Kevin Holmes
2006-2010-CD

2028536

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

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : *06-2010-CD*

KEVIN D HOLMES
1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

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.

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David S. Meholic, Court Admin.

Clearfield County Courthouse

Clearfield, PA 16830

(814) 765-2641

FILED Atty pd.85.00
10-19-09 8:11 AM
DEC 04 2006 ICC Shaff

William A. Shaw
Prothonotary/Clerk of Courts

10-10-08 Document

Reinstated/Reissued to Sheriff/Attorney
for service.

Willie A. Shaw *gk*
Deputy Prothonotary

10-19-09 Document

Reinstated/Reissued to Sheriff/Attorney
for service.

Willie A. Shaw
Deputy Prothonotary

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 \$4,426.41.

6. Plaintiff has made demand upon the defendant for payment of the balance due of \$4,426.41 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 \$4,426.41 plus interest from the date of November 25, 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.

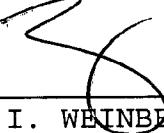

FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

v.
KEVIN D HOLMES

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 HOUSEHOLD BANK Account No. 5404240003956441. Said Account was charged off on May 31, 2004 in the amount of \$4,426.41.
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 November 25, 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 \$4,426.41.
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.

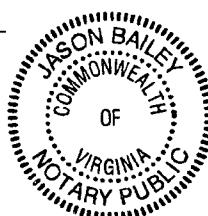
The foregoing is true and correct to the best of my knowledge and belief.

By: Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on June 29, 2006.



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



THIS COMMUNICATION IS FROM A DEBT COLLECTOR

Atlantic Credit & Finance Inc.

<u>Our Account ID:</u>	817219	<u>Status:</u>	LEG	<u>Report Date</u>
				6/29/2006 9:44AM
<u>Account Number:</u>	5404240003956441			
<u>Received:</u>	6/24/2004	<u>Closed:</u>	<u>Returned:</u>	
<u>Original Balance</u>	\$4,426.41			
<u>Amount Paid:</u>	\$0.00			
<u>Current Balance:</u>	\$5,070.36			

Debtors

<u>Name</u>	HOLMES, KEVIN D	<u>SSN - Last 4 Digits</u>	0848	<u>DOB</u>
<u>OtherName</u>		<u>HomePhone</u>	8143397911	
<u>Street1</u>	1652 PARSONVILLE RD	<u>WorkPhone</u>	8142314200	
<u>Street2</u>				
<u>CSZ</u>	OSCEOLA MILLS,PA 16666			

Payments

<u>Date</u>	<u>Type</u>	<u>Matched</u>	<u>Check No</u>	<u>Invoiced</u>	<u>Amount</u>	<u>Comment</u>

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

102207

ATLANTIC CREDIT & FINANCE INC.

Case # 06-2010-CD

vs.

KEVIN D. HOLMES

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW March 16, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KEVIN D. HOLMES, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

FILED
03/23/07
MAR 16 2007
CJA

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	27080	10.00
SHERIFF HAWKINS	GORDON	27080	67.40

Sworn to Before me This

So Answers,

____ Day of _____ 2007

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

2028536

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

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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.

DEC 04 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

COMPLAINT IN CIVIL-ACTION

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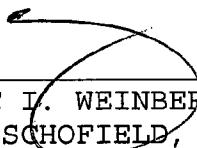
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GORDON & WEINBERG, P.C.

BY: 

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

P01E.DB

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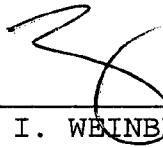

FREDERIC I. WEINBERG, ESQUIRE

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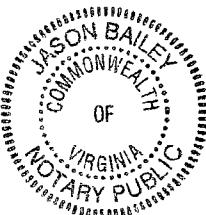
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By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on June 29, 2006.

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



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Date	Type	Matched	Check No	Invoiced	Amount	Comment

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GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Atlantic Credit & Finance Inc.
Assignee from Household Bank

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

KEVIN D HOLMES
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OSCEOLA MILLS PA 16666

1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action in
the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff(s)

FILED Atty pd. 7.00
m/18/08
OCT 10 2008 ICCO/Compl.

William A. Shaw
Prothonotary/Clerk of Courts

Reinstated to Sheriff

ICCO/Compl.

Reinstated to Atty

(610)

2028536

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P01E.DB

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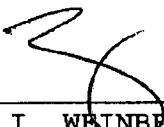

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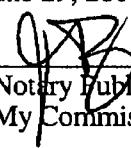
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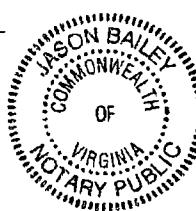
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<u>Date</u>	<u>Type</u>	<u>Matched</u>	<u>Check No</u>	<u>Invoiced</u>	<u>Amount</u>	<u>Comment</u>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 06-2010-CD

ATLANTIC CREDIT & FINANCE INC. Assignee
vs
KEVIN D. HOLMES

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 11/09/2008 HEARING: PAGE: 104769

DEFENDANT: KEVIN D. HOLMES
ADDRESS: 1652 PARSONVILLE RD
OSCEOLA MILLS, PA 16866

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 10-30-08/10/11 11/4/08 11/5/08 11/5/08

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON KEVIN D. HOLMES, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR KEVIN D. HOLMES

AT (ADDRESS) _____

NOW 11/12/08 AT 2³⁰ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KEVIN D. HOLMES

REASON UNABLE TO LOCATE Expired

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Shala
Deputy Signature

S. Hunter
Print Deputy Name

2028536

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
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484/351-0500

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Assignee from Household Bank

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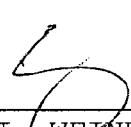
1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action in
the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff(s)

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

OCT 10 2008

Attest.


William L. Brown
Prothonotary/
Clerk of Courts

2028536

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

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

KEVIN D HOLMES
1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

FILED
9/5
DEC 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

10/10/08 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

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 \$4,426.41.

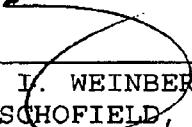
6. Plaintiff has made demand upon the defendant for payment of the balance due of \$4,426.41 but the defendant has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant the sum of \$4,426.41 plus interest from the date of November 25, 2003,

together with costs and attorney fees.

GORDON & WEINBERG, P.C.

BY: _____


FREDERIC L. 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.

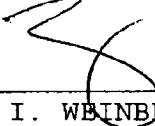

FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

ATLANTIC CREDIT & FINANCE, INC.

2028536

v.
KEVIN D HOLMES

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 HOUSEHOLD BANK Account No. 5404240003956441. Said Account was charged off on May 31, 2004 in the amount of \$4,426.41.
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 November 25, 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 \$4,426.41.
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.

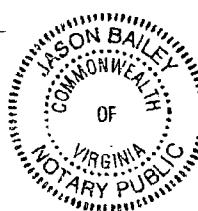
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on June 29, 2006.

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



THIS COMMUNICATION IS FROM A DEBT COLLECTOR

Atlantic Credit & Finance Inc.

<u>Our Account ID:</u>	817219	<u>Status:</u>	LEG	<u>Report Date</u>
				6/29/2006 9:44AM
<u>Account Number:</u> 5404240003956441				
<u>Received:</u>	6/24/2004	<u>Closed:</u>	<u>Returned:</u>	
<u>Original Balance</u>	\$4,426.41			
<u>Amount Paid:</u>	\$0.00			
<u>Current Balance:</u>	\$5,070.36			

<u>Name</u>	HOLMES, KEVIN D	<u>SSN - Last 4 Digits</u>	0848	<u>DOB</u>
<u>OtherName</u>		<u>HomePhone</u>	8143397911	
<u>Street1</u>	1652 PARSONVILLE RD	<u>WorkPhone</u>	8142314200	
<u>Street2</u>				
<u>CSZ</u>	OSCEOLA MILLS,PA 16666			

<u>Date</u>	<u>Type</u>	<u>Matched</u>	<u>Check No</u>	<u>Invoiced</u>	<u>Amount</u>	<u>Comment</u>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104769
NO: 06-2010-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: ATLANTIC CREDIT & FINANCE INC. Assignee
vs.
DEFENDANT: KEVIN D. HOLMES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	062678	10.00
SHERIFF HAWKINS	GORDON	062678	75.20

s
FILED
0/3830 cm
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

2028536

5 **FILED** (E)

OCT 19 2009

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO SHERIFF
+ ATT W/ REINSTATE
(OMW)

Atlantic Credit & Finance Inc.
Assignee from Household Bank

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

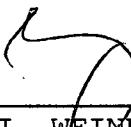
KEVIN D HOLMES
1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action
in the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 06-2010-CD

ATLANTIC CREDIT & FINANCE INC. assignee
vs
KEVIN D. HOLMES

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 11/18/2009 HEARING: PAGE: 106319

DEFENDANT: KEVIN D. HOLMES
ADDRESS: 1652 PARSONVILLE RD
OSCEOLA MILLS, PA 16666

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
03.29.09
S OCT 23 2009
10/23/09
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 10-23-2009 AT 2:30 AM / PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON KEVIN D. HOLMES, DEFENDANT

BY HANDING TO Kevin Holmes / Defendant.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1652 Parsonville Road. Osceola Mills, Pa. 16666

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR KEVIN D. HOLMES

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KEVIN D. HOLMES

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevels
Deputy Signature

Jerome M. Nevels
Print Deputy Name

DAY OF 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106319
NO: 06-2010-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: ATLANTIC CREDIT & FINANCE INC. assignee
vs.
DEFENDANT: KEVIN D. HOLMES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	091952	10.00
SHERIFF HAWKINS	GORDON	091952	31.00

5
FILED
0/ 3:31pm
MAR 23 2010

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2010



Chester A. Hawkins
Sheriff

GORDON & WEINBERG, P.C.
 BY: FREDERIC I. WEINBERG, ESQUIRE
 Identification No.: 41360
 JOEL M. FLINK, ESQUIRE
 Identification No.: 81894
 1001 E. Hector Street, Ste 220
 Conshohocken, PA 19428
 484/351-0500

FILED *Atty pd. 2000*
m10/30/01 APR 29 2010 ICC Notice
 to Def. *60*
 William A. Shaw
 Prothonotary/Clerk of Courts

Atlantic Credit & Finance Inc.
 Assignee from Household Bank

COURT OF COMMON PLEAS
 CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

KEVIN D HOLMES

**PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF AN ANSWER, ASSESSMENT
 OF DAMAGES, VERIFICATION OF ADDRESS AND NON-MILITARY SERVICE**

TO THE PROTHONOTARY:

Enter judgment for want of an answer for plaintiff and against defendant(s) KEVIN D HOLMES above named only and assess damages certified to be calculable as a sum certain from the complaint, as follows:

Principal	\$4,426.41
Interest from 5/31/04	
@0%	\$.00
Costs (Complaint & Service)	\$302.60
Less: Payment on Account	(\$.00)
Total:	\$4,729.01

Understanding the false statements made herein are subject to penalty under 18 Pa.C.S.A. §4904, Unsworn Falsification to Authorities, I verify that:

1. The last known addresses of the parties are: Atlantic Credit & Finance Inc. Assignee from Household Bank and that the last known address of defendant, KEVIN D HOLMES, 1652 PARSONVILLE RD, OSCEOLA MILLS PA 16666.

2. The annexed notice(s) of intention to file this praecipe was (were) mailed to all parties, defendant and to their record attorneys, if any, after default occurred, and at least ten days prior to the date of filing of this praecipe.

3. The said defendant(s) is (are) not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and is (are) over 18 years of age.

AND NOW, this 29th day of April, 2010 Judgment
is entered in favor of the plaintiff(s) and against defendant(s) by
default for want of an answer and damages assessed at the sum of ,
\$4,729.01 as per the above certification.

Willie L. Shar

Prothonotary

GORDON & WEINBERG, P.C.

BY: R

FREDERIC (I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

2028536

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Atlantic Credit & Finance Inc.
Assignee from Household Bank

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

KEVIN D HOLMES

NOTICE OF INTENTION TO TAKE DEFAULT
TO/ PARA :

KEVIN D HOLMES
1652 PARSONVILLE RD
OSCEOLA MILLS PA 16666

DATE OF NOTICE/FECHA DEL AVISO: March 31, 2010

IMPORTANT NOTICE

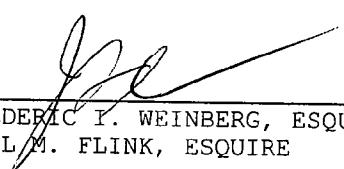
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

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

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE

GORDON & WEINBERG, P.C.
 BY: FREDERIC I. WEINBERG, ESQUIRE
 Identification No.: 41360
 JOEL M. FLINK, ESQUIRE
 Identification No.: 41200
 1001 E. Hector Street, Ste 220
 Conshohocken, PA 19428
 484/351-0500

COPY

Atlantic Credit & Finance Inc.
 Assignee from Household Bank

COURT OF COMMON PLEAS
 CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-2010-CD

KEVIN D HOLMES
 1652 PARSONVILLE RD
 OSCEOLA MILLS PA 16666

NOTICE

Pursuant to Pa.R.Civ.P. 236 of the Supreme Court of Pennsylvania, you are hereby notified that a judgment has been entered against you in the above proceeding as indicated below.

- Judgment by Default \$4,729.01
- Money Judgment \$
- Judgment on Award of Arbitrators\$
- Judgment on Verdict\$

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL ATTORNEYS: FREDERIC I. WEINBERG OR JOEL M. FLINK, ESQUIRES AT THIS TELEPHONE NUMBER: 484/351-0500

Willie Hays 4/29/10

PROTHONOTARY