

Atlantic Credit Finance vs Pamela Bracken  
2007-3-CD

07-03-CD  
Atlantic Credit vs Pamela Bracken

2027967

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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Atlantic Credit & Finance,  
Inc. as Successor in Interest  
to Household  
3353 Orange Avenue  
Roanoke, VA 24012

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-03-CD

PAMELA BRACKEN  
203 CLARK STREET--APT # 1  
CLEARFIELD PA 16830

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED Atty pd. 85.00  
m 11/27/04  
JAN 02 2004  
S CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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 \$11,047.30.

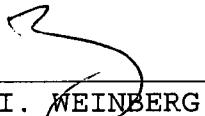
6. Plaintiff has made demand upon the defendant for payment of the balance due of \$11,047.30 but the defendant has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on

August 20, 2003.

WHEREFORE, plaintiff claims of the defendant the sum of \$11,047.30 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: 

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

P01A.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.  
PAMELA BRACKEN

**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:

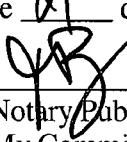
1. Plaintiff's principal business consists of purchasing charged off receivables.
2. The Defendant defaulted on HOUSEHOLD BANK Account No. 5407070009063463. Said Account was charged off on April 30, 2004 in the amount of \$11,047.30.
3. Plaintiff purchased or was otherwise assigned this charged off account 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 was August 20, 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 \$11,047.30.
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.

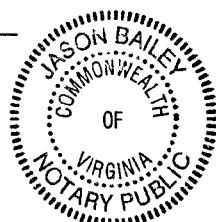
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary  
Heather Clary  
Assistant Director of Forwarding

Subscribed and sworn before me on the 21 day of July, 2006.

  
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  
7/19/2006 10:22AM

Our Account ID: 758627  
Account Number: 5407070009063463

Status: LEG

Received: 5/24/2004

Original Balance: \$11,047.30  
Amount Paid: \$0.00

Debtor Info

Name: BRACKEN, PAMELA  
Other Name:  
Street1: 307 WILLIAMS ST  
Street2:  
City, State, Zip: CLEARFIELD, PA 16830

SSN - Last 4 Digits: 0759  
HomePhone: 8147653413  
WorkPhone: 8142362110

Payment Info

Date	Type	Matched	Check No	Invoice	Amount	Comment

Payment Type 'PU', 'PA', 'PC' - Payment  
Payment Type 'PUR', 'PAR', 'PCR' - Returned Payment NSF

Page 1 of 1

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **102303**

ATLANTIC CREDIT & FINANCE, INC. as successor

Case # **07-03-CD**

VS.

**PAMELA BRACKEN**

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW April 27, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAMELA BRACKEN, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	28230	10.00
SHERIFF HAWKINS	GORDON	28230	26.00

Sworn to Before me This

So Answers,

\_\_\_\_ Day of 2007

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

**FILED**  
04/30/07  
APR 30 2007  
W.A. Shaw  
Prothonotary/Clerk of Courts

2027967

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF  
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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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to Household  
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COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-03-CJ

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CLEARFIELD PA 16830

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David S. Meholic, 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.

JAN 02 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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BY: 

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

P01A.DB

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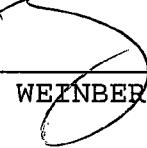
  
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2027967

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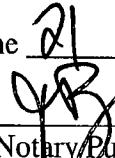
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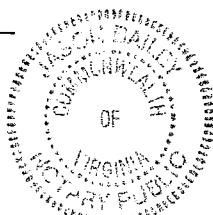
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By:

Heather Clary  
Heather Clary  
Assistant Director of Forwarding

Subscribed and sworn before me on the 21 day of July, 2006.

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



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Account Number: 5407070009063463

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Original Balance: \$11,047.30

Amount Paid: \$0.00

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Other Name:	HomePhone: 8147653413
Street1: 307 WILLIAMS ST	WorkPhone: 8142362110
Street2:	
City, State, Zip: CLEARFIELD, PA 16830	

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.  
PAMELA BRACKEN  
Defendant

\* NO. 2007-003-CD

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ORDER

FILED

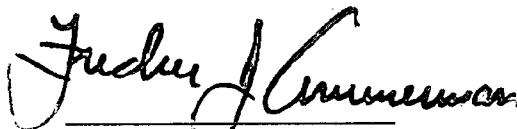
8/24/13

2013

William A. Shaw *JKC*  
Prothonotary/Clerk of Courts

NOW, this 21<sup>st</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over five 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