

07-787-CD
Atlantic Credit vs Harry Ghaner

Atlantic Credit vs Harry Ghaner
2007-787-CD

2023878

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. : 07-787-CD

HARRY J GHANER JR

302 W MARKET STREET APT #3

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. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED Any pd. 85.00
MAY 18 2007
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(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 \$4,389.74.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$4,389.74 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

6. Defendant's last payment on account was made on 12/02/03.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$4,389.74 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(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

ATLANTIC CREDIT & FINANCE, INC.

2023878

v.
HARRY J GHANER JR


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:

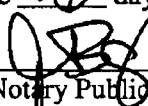
1. Plaintiff's principal business consists of purchasing charged off receivables.
2. The Defendant defaulted on Household Bank Account No. 5480420013947310. Said Account was charged off on November 29, 2003 in the amount of \$4,389.74.
3. Plaintiff purchased or was otherwise assigned this charged off 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 December 2, 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 \$4,389.74.
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.

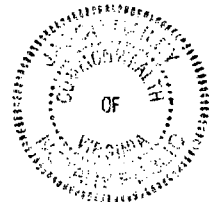
The foregoing is true and correct to the best of my knowledge and belief.

By:


Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on the 26 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
7/25/2006 1:42PM

Our Account ID: 653821

Status: LEG

Account Number: 5480420013947310

Received: 12/31/2003

Original Balance: \$4,389.74

Amount Paid: \$0.00

Name: GHANER JR, HARRY J
Other Name:
Street1: 706 SHERIDAN DR
Street2:
City, State, Zip: CLEARFIELD, PA 16830

SSN - Last 4 Digits: 0486
HomePhone: 8147655419
WorkPhone:

Date	Type	Matched	Check No	Invoice	Amount	Comment
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In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102814**

ATLANTIC CREDIT & FINANCE INC.

Case # 07-787-CD

vs.

HARRY J. GHANER JR.

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO HARRY J. GHANER JR., DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED
07-25534
OCT 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	34066	10.00
SHERIFF HAWKINS	GORDON	34066	16.00

Sworn to Before me This

_____ Day of _____ 2007

So Answers,

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

2023878

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BY: FREDERIC I. WEINBERG, ESQUIRE

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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.

MAY 18 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

COMPLAINT IN CIVIL-ACTION

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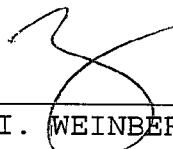
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GORDON & WEINBERG, P.C.

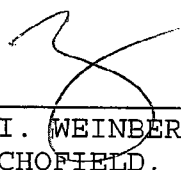
BY: 
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

P01A.DB

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Attorney for Plaintiff

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FREDERIC I. WEINBERG, ESQUIRE

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2023878

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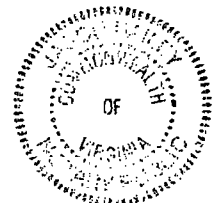
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me on the 26 day of July, 2006.

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



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Atlantic Credit & Finance Inc.
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Street2:
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SSN - Last 4 Digits: 0486
HomePhone: 8147655419
WorkPhone:

Date	Type	Matched	Check No	Invoice	Amount	Comment
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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

ATLANTIC CREDIT & FINANCE, INC.,
HOUSEHOLD BANK

Plaintiffs

vs.

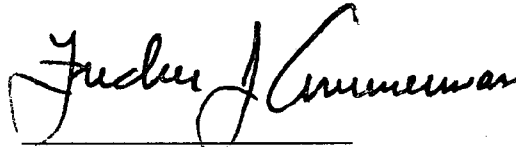
HARRY J. GHANER, JR.,
Defendant

* NO. 2007-787-CD
*
*
*
*
*

ORDER

NOW, this 21st day of June, 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

FILED 100 AHA Weinberg
018:45cm 100 doff
4 JUN 25 2013
William A. Shaw
Prothonotary/Clerk of Courts *GA*

FILED

JUN 25 2013

William A. Shaw
Prothonotary/Clerk of Courts

deft
302 W Market St
Apt # 3
Clearfield PA 16830

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

FILED (LG)
JUL 10 2013
11:04 AM
William A. Shaw
Prothonotary/Clerk of Courts

Harry J Ghaner Jr
302 W Market St
Apt #3
Clearfield

NIXIE 152 FE 1009 0007/08/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

16830054949

BC: 16830054949 *1019-01885-26-44



Hasler

016H26524836
\$00.460
06/26/2013
Mailed From 16830
US POSTAGE

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

ATLANTIC CREDIT & FINANCE, INC.,
HOUSEHOLD BANK

Plaintiffs

vs.

HARRY J. GHANER, JR.,

Defendant

302 W market St
Apt #3
Clearfield 16830

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NO. 2007-787-CD

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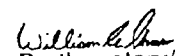


FREDRIC J. AMMERMAN
President Judge

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

JUN 25 2013

Attest.


Prothonotary/
Clerk of Courts