

07-795-CD
Atlantic Credit et al vs Nancy Cross

2007-795-CD
Atlantic Credit et al vs Nancy Cross

2033839

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.
Successor in Interest to
Metris
3353 Orange Avenue
Roanoke, VA 24012

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2007-795-CJ

NANCY CROSS
2935 DOUGLAS RD
NEW MILLPORT PA 16861-9329

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

MAY 21 2007
n 11:20 AM
William A. Shaw

Prothonotary/Clerk of Courts
1 CLENT SUPL

1 CLENT TO ATT

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 \$5,178.57.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$5,178.57 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 05/26/04.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$5,178.57 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: 

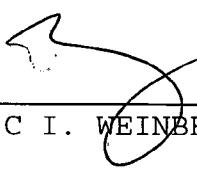
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

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

2033839

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 METRIS BANK Account No. 5458001217010721. Said Account was charged off on January 31, 2005 in the amount of \$5,178.57.
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 May 26, 2004. After application of all payments, credits, adjustments, and lawful offsets, if any, there is still a balance due and owing on this indebtedness of \$5,178.57.
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 this _____ day of _____, 2006.

[Signature]
Notary Public: Jamie E. Johnson
My Commission Expires: 2/28/2011



THIS COMMUNICATION IS FROM A DEBT COLLECTOR



Atlantic Credit & Finance Inc.
Account Statement

Report Date
2/19/2007 11:19AM

Our Account ID: 1203077
Account Number: 5458001217010721

Status: LEG

Received: 2/22/2005 Charge Off Date: 1/31/2005

Original Balance: \$5,178.57 Original Creditor Last Pay Date: 5/26/2004
Amount Paid: \$0.00
Remaining Balance: \$5,178.57

Debtors Info

Name: CROSS, NANCY SSN - Last 4 Digits: 6927
Other Name:
Street1: 2935 DOUGLAS RD HomePhone: 8142362603
Street2:
City, State, Zip: NEW MILLPORT, PA 168619329 WorkPhone:

Payments Info

Date	Type	Matched	Check No	Invoice	Amount	Comment

Payment Type 'PU', 'PA', 'PC' - Payment
Payment Type 'PUR', 'PAR', 'PCR' - Returned Payment NSF
Confidential Property of Atlantic Credit & Finance Inc.

Page 1 of 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102826
NO: 07-795-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: ATLANTIC CREDIT & FINANCE INC.
vs.
DEFENDANT: NANCY CROSS

FILED

OCT 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, May 29, 2007 AT 2:00 PM SERVED THE WITHIN COMPLAINT ON NANCY CROSS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NANCY CROSS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	34325	10.00
SHERIFF HAWKINS	GORDON	34325	31.61

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

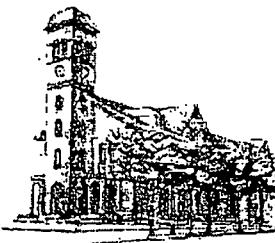
Chester A. Hawkins
by Marilyn Hause
Chester A. Hawkins
Sheriff

OFFICE OF THE PROTHONOTARY and CLERK OF COURTS

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

JACKI KENDRICK
Deputy Prothonotary/
Clerk of Courts

PHONE: 814-765-2641 ext. 1330



Clearfield County Courthouse
PO Box 549
Clearfield, Pennsylvania 16830

JOHN SUGHRUE, ESQ.
Solicitor

BONNIE HUDSON
Administrative Assistant

FAX: 814-765-7659
www.clearfieldco.org

October 18, 2011

Matthew Marren
Gordon & Weinberg, P.C.
1001 E. Hector Street, Ste. 220
Conshohocken, PA 19428

Re: Clearfield County Civil Inactive Cases

Dear Mr. Marren:

*Matthew Marren
Collection Manager
1-866-465-8087
ext. 107*

*out of
service
now*

Attached, please find the proposed Praecipes to Discontinue that we discussed via e-mail. Once the cases have been reviewed, if you would please mail the signed Praecipes to the address below, I would greatly appreciate it. If you have any questions, please call me at (814) 765-2641, ext. 1330. Thank you in advance for your assistance.

Clearfield County Prothonotary's Office
Attn: Bonnie R. Hudson
PO Box 549
Clearfield, PA 16830

Sincerely,
Bonnie R. Hudson

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

Atlantic Credit & Finance, Inc.
Metris

Vs.

No. 2007-00795-CD

Nancy Cross

Praeclipe to Discontinue

To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

Date

Filed by:

CLEARFIELD COUNTY COURT OF COMMON PLEAS

Notice of Proposed Termination of Court Case

November 1, 2011

FILED

RE: 2007-00795-CD

Atlantic Credit & Finance, Inc.
Metris

Vs.

Nancy Cross

NOV 01 2011
0191000
William A. Shaw
Prothonotary/Clerk of Courts

MAILING TO
MATTHEW MARSH
64 CONSTITUTION PA

DEPT. # NEW MULB
MATT

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 4, 2012.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

F. Cortez Bell, III, Esq.
Court Administrator

CLEARFIELD COUNTY COURT OF COMMON PLEAS

Notice of Proposed Termination of Court Case

November 2, 2011

FILED

NOV 02 2011

William A. Shaw
Prothonotary/Clerk of Courts
MAILED NOTICE TO
ATLANTIC CREDIT & FINANCE, INC.
METRIS
AT THE PLEASANCE +
COWASHOCKEN APPROXIMATES

RE: 2007-00795-CD

Atlantic Credit & Finance, Inc.
Metris

Vs.

Nancy Cross

To All Parties and Counsel:

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

F. Cortez Bell, III, Esq.
Court Administrator

June 7, 2007

FILED *200*
06/06/07 Def.
JUN 11 2007
GW

William A. Shaw
Prothonotary/Clerk of Courts

Court of Common Pleas
Clearfield County

Re: Docket No. 2007-795-CD

Atlantic Credit & Finance Inc.
Successor in Interest to
Metris
3353 Orange Avenue
Roanoke, VA 24012
vs.
Nancy Cross
2935 Douglas Road
New Millport, PA 16861

To Whom It May Concern:

This letter is in response to "This is an arbitration matter. Assessment of damages hearing required" paperwork I received at the Clearfield County Sheriff's Department on May 29, 2007 regarding the above aforementioned case.

I have several questions in regards to this matter that need to be addressed and answered.

I am not sure who this company is? I have never, to my knowledge, received a letter from Atlantic Credit & Finance Inc., nor have I had any telephone messages or conversations with them.

I realize this company is a successor in the interest of Metris. But I do not know what Metris Company is? I have never had a credit card that I made payments payable to Metris Company. Also, I have never had a high credit limit of \$5,000 on any credit card I have held in my name.

According to the Pennsylvania Attorney General Tom Corbett's office, the following information was received in regards to this case. In the Bureau of Consumer Protection Booklet under the Pennsylvania Goods and Services Installment Sales Act, paragraph two states: Before a seller can attempt to repossess goods or **start legal action to collect the debt**, he must give you one last chance, by way of a 21-day notice, to pay all amounts in default.

I was never given any notice by Atlantic Credit & Finance Inc. before they proceeded with legal action.

I realize in the paperwork I received from the Clearfield County Court of Common Pleas, I have been given 20 days to respond to this matter. But it clearly states under NOTICE: **You have been sued in court.** It also states this is a civil action suit. Therefore, I am curious as to why legal action was taken before I received any notice from Atlantic Credit & Finance Inc.?

It goes on to further state at the end of paragraph one under NOTICE: You may lose money or property or other rights important to you.

According to the Attorney General Bureau of Consumer Protection Booklet it clearly states: the seller or holder of a credit agreement cannot take a mortgage against your residential real estate and wage attachments are generally prohibited and threats of such are illegal. Due to the fact that credit cards are an unsecured type of loan, I'm not sure why I am being told I could lose money or property? I realize the paperwork is not telling me I will have a mortgage put against my residence or have wages garnished. But to threaten someone in a legal document and insinuate they may lose money or property on an unsecured loan doesn't seem accurate or legal.

Furthermore, after reviewing the paperwork I received, it was noted there is part of it not completed accurately. Therefore, this makes me wonder along with the other legally questionable aspects, if this is a legal case?

I request that Atlantic Credit & Finance, Inc. answer my questions in writing along with an explanation as to why they proceeded with a civil action case before sending me any correspondence.

Thank you in advance for your time and attention to this matter.

Sincerely,

Nancy J. Cross

Nancy J. Cross

814-236-2603

Date: 11/1/2011

Time: 09:06 AM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BILLSHAW

ROA Report

Case: 2007-00795-CD

Current Judge: No Judge

Atlantic Credit & Finance, Inc., et alvs. Nancy Cross

CIVIL ACTION

Date		Judge
5/21/2007	New Case Filed. Filing: Civil Complaint Paid by: Gordon & Weinberg, P.C. Receipt number: 1919078 Dated: 5/21/2007 Amount: \$85.00 (Check) 1 Cert. to Sheriff and 1 Cert. to Atty.	No Judge No Judge
6/11/2007	Case Filed. Response Letter, filed by s/ Nancy Cross, Defendant. 2CC to Def.	No Judge No Judge
10/8/2007	Sheriff Return, May 29, 2007 at 2:00 pm Served the within Complaint on Nancy Cross. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Gordon \$41.61	No Judge

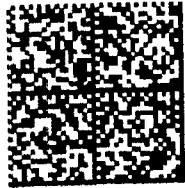
Attest.
NOV 01 2011
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.
Attest
Clerk of Courts
Prothonotary
Clerk of Courts

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

Prothonotary/Clerk of Courts
William A. Shaw
16-29
NOV 07 2011
S

FILED

016H26524836
\$0.440
11/02/2011
Mailed From 16B30
US POSTAGE



Frederic I. Weinberg, Esq.
Gordon & Weinberg, P.C.
21 South 21st Street
Philadelphia

NIXIE 191 SE 1 00 11/05/11

NOT DELIVERABLE TO SENDER
UNABLE TO FORWARD

BC: 16830054949 *1173-21164-02-39
13107168300549

07-795

CLEARFIELD COUNTY COURT OF COMMON PLEAS

Notice of Proposed Termination of Court Case

November 2, 2011

RE: 2007-00795-CD

Atlantic Credit & Finance, Inc.
Metris

Vs.

Nancy Cross

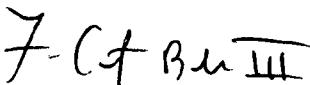
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2012**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

2033839
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

FILED

NOV 14 2011

William A. Shaw
Prothonotary/Clark of Courts

1 cent to Att'l

Atlantic Credit & Finance Inc.
Successor in Interest to
Metris

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2007-795-CD

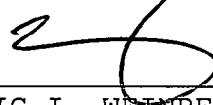
NANCY CROSS

STATEMENT OF INTENTION TO PROCEED

TO THE COURT:

Plaintiff intends to proceed with the above-captioned matter.

GORDON & WEINBERG, P.C.

BY: 

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

Dated: 11/14/14

CERTIFICATION OF SERVICE

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of foregoing pursuant to Pa.R.C.P. 1028©(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.


FREDERIC I. WEINBERG, ESQUIRE

Dated: **6/4/15**

P018

CLEARFIELD COUNTY COURT OF COMMON PLEAS**Notice of Proposed Termination of Court Case**

November 2, 2011

RE: 2007-00795-CD

Atlantic Credit & Finance, Inc.
Metris

Vs.

Nancy Cross

To All Parties and Counsel:

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


F. Cortez Bell, III, Esq.
Court Administrator

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

MIDLAND FUNDING LLC Successor
in Interest to Metris

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2007-795-CD

NANCY CROSS

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter settled, discontinued
and ended upon payment of your costs only.

GORDON & WEINBERG, P.C.

BY: 

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

P003

FILED
01/05/2011
NOV 29 2011
S
William A. Shaw
Prothonotary/Clerk of Courts
Disc. to
Def.
GK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Atlantic Credit & Finance, Inc.,
Successor in interest to Metris

Vs. No. 2007-00795-CD
Nancy Cross

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 29, 2011, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$85.00 have been paid in full by Gordon & Weinberg, P.C.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of November A.D. 2011.



William A. Shaw, Prothonotary