

07-795-CD  
Atlantic Credit al vs Nancy Cross

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

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-CD

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. Meholick, Court Admin.

Clearfield County Courthouse

Clearfield, PA 16830

(814) 765-2641

**FILED**

MAY 21 2007

W/11:20 AM

William A. Shaw  
Prothonotary/Clerk of Courts

1 CLERK SHAW

1 CLERK TO ATTORNEY

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

ATLANTIC CREDIT & FINANCE, INC.  
v.  
NANCY CROSS

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.

Jamie E. Johnson  
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

Debtor Info

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

Payment 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**  
07-2-5584  
OCT 08 2007  


**SHERIFF RETURN**

William A. Shaw  
Prothonotary/Clerk of Courts

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 /

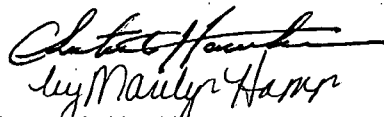
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	34325	10.00
SHERIFF HAWKINS	GORDON	34325	31.61

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,



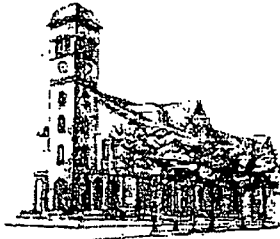
Chester A. Hawkins  
Sheriff

# 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](http://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:

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

*Matthew Marren  
Collection Manager  
1-866-465-8087  
ext. 107  
out of  
office  
marren*

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

Atlantic Credit & Finance, Inc.  
Metris

Vs.

No. 2007-00795-CD

Nancy Cross

Praecipe 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

RE: 2007-00795-CD

Atlantic Credit & Finance, Inc.  
Metris

Vs.

Nancy Cross

**FILED**

NOV 01 2011

0/9:00/

William A. Shaw

Prothonotary/Clerk of Courts

MAILED TO

MATTHEW MAREK

AT CONSUMERS PA

DEPT. OF NEW MEXICO  
MAY 12

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  
ATTY. FREDERICK W. BINGHAM  
AT THE PROthonotary &  
COMMONWEALTH ADDRESS

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** 2cc  
010:06/30 Def.  
JUN 11 2007  
(CK)

Court of Common Pleas  
Clearfield County

William A. Shaw  
Prothonotary/Clerk of Courts

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.

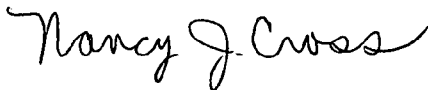
According to the Attorney General Bureau of Consumer Protection Booklet it clearly states: the seller or holder of a credit agreement cannot take a mortgage against your residential real estate and wage attachments are generally prohibited and threats of such are illegal. Due to the fact that credit 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

814-236-2603

Date: 11/1/2011

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 09:06 AM

ROA Report

Page 1 of 1

Case: 2007-00795-CD

Current Judge: No Judge

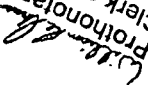
Atlantic Credit & Finance, Inc., et alvs. Nancy Cross

CIVIL ACTION

Date		Judge
5/21/2007	New Case Filed.	No Judge
	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
	Case Filed.	No Judge
6/11/2007	Response Letter, filed by s/ Nancy Cross, Defendant. 2CC to Def.	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

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

NOV 01 2011

  
Prothonotary/  
Clerk of Courts

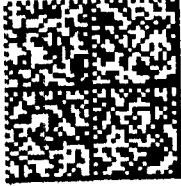
Attest.

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

**FILED**

NOV 07 2011

William A. Shaw  
Prothonotary/Clerk of Courts



Hasler

016H26524836

**\$00.440**

11/02/2011

Mailed From 16830

**US POSTAGE**

Frederic I. Weinberg, Esq.  
Gordon & Weinberg, P.C.  
21 South 2<sup>nd</sup> Street  
Philadelphia

NIXIE 191 SE 1 00 11/05/11

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

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

13102168300549

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

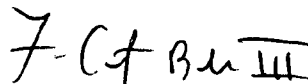
To All Parties and Counsel:

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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

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/Clerk of Courts

1 cent to Att

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: 11/4/11

**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: 6/4/6

P018

2033839

**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

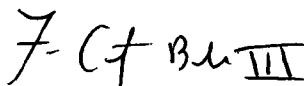
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By the Court,

A handwritten signature in black ink, appearing to read "F. Cortez Bell, III". The signature is stylized with a large "F" and "C" and a Roman numeral "III" at the end.

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

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** 2cc & 2 Cert. of  
019:45/11 Disc. to  
NOV 29 2011 Def.  
William A. Shaw  
Prothonotary/Clerk of Courts 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