

07-1101-CD  
Oliphant Fin. Vs Ashley D. Woods

2007-1101-CD  
Oliphant Fin et al vs Ashley Woods

H0073299

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF  
DAMAGES HEARING REQUIRED.

Goldman & Warshaw, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
1001 E. Hector Street, suite 220  
Conshohocken, PA 19428  
215/988-9600

OLIPHANT FINANCIAL, LLC as  
assignee of ELDER BEERMAN  
STORE CREDIT CARD  
1800 2ND ST  
SARASOTA, FL 34230

vs.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. :

07-1101-CD

FILED

pd \$85.00  
M 8:50 AM ICC Atty  
JUL 16 2007 ICC Shff

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 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

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".

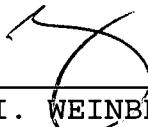
5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$1,209.48.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$1,209.48 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 7/24/03.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$1,209.48 plus applicable costs, interest and attorney's fees.

Goldman & Warshaw, P.C.

BY: 

FREDERIC I. WEINBERG, 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

**EXHIBIT "A"**

H0073299

## OLIPHANT FINANCIAL, LLC

## STATEMENT OF ACCOUNT

P.O. Box 2899  
SARASOTA, FL 34230-2899

PHONE: (800) 262-1999

Soc Sec No: xxx-xx-5690

xxx-xx-

Ashley D Woods

2606 STANLEY RD  
DU BOIS, PA 15801-4374

REPORT DATE	CUSTOMER NUMBER
May 17, 2007	0000756847

## Originating Account Information

Originating Bank Elder Beerman

Account Type Store Credit Card

Account Number 093130937

Date Opened 11/04/02

Date of Last Payment Received by Original Creditor 07/24/03

Amount of Last Payment Received by Original Creditor Not Available

Charge-Off Date 07/22/03

Acquisition Balance \$651.97 Acq Interest Rate: 21.60%

## Payment History

Date	Check Number	Payment Type	Amount Paid	Amount Credited	Remaining Balance
03/01/06		Acquired Balance	\$0.00	\$0.00	\$651.97

Pursuant to federal law, please be advised that Oliphant Financial, LLC is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Port: 220  
PRELEGAL  
08:46:51

Statement without interest

## AFFIDAVIT

I, Sherri L. Wright, am over 18 years of age, and at all times competent to make this affidavit.

1. Affiant is the Legal Outsource Co-Manager of Oliphant Financial, LLC (hereinafter "OFC"). In connection with my employment with OFC, I have become thoroughly familiar with the manner and method by which Elder Beerman (hereinafter "Credit Grantor") maintains its business books and records for its outstanding accounts.
2. I am a duly authorized custodian of the business books and records of Credit Grantor for the purposes of this litigation. In the normal course of its business, Credit Grantor maintains computerized account records for customers who have established a credit card account, line of credit, or promissory note with Credit Grantor. The records are kept by Credit Grantor in the ordinary course of business by employees of Credit Grantor who are charged with the duty to record any business act, condition or event onto computer with entries made at or about the time of any such occurrence. I have personally reviewed Credit Grantor's records as they relate to the credit card account, line of credit, or promissory note opened by Credit Grantor in the name of ASHLEY D WOODS ("Debtor") and I make this declaration based upon those records and my personal review thereof.
3. Affiant further states that the account upon which the debtor owes Credit Grantor was acquired by OFC from Elder Beerman and that seller sold, assigned and conveyed to OFC all rights, title and interest in and to the account of debtor and that the amount attested to by Affiant as the balance owed to OFC from the debtor herein accurately reflects the balance owed to OFC less any payments and/or credits, if any, on said balance acquired by OFC from seller, but not including any post charge-off interest owed by debtor to OFC from the date of acquisition by OFC which amount is within the knowledge of affiant just and true, and that it is due and that all just and lawful offsets, payments and credits have been allowed.
4. Affiant further states that the debtor listed below owes OFC the sum of \$651.97 which is further evidenced by the attached Statement of Account and incorporated herein by reference as if fully rewritten.

Debtor: ASHLEY D WOODS

Acct Type: Store Credit Card

Credit Grantor Acct No: 093130937

OFC Acct No: 756847

Charge Off Balance: \$651.97

Current Balance: \$651.97

FURTHER Affiant Sayeth Not.

Sherri L. Wright

DATED: May 22nd, 2007

Sherri L. Wright

Sworn to before me, a Notary Public, in and for Sarasota County Florida this 22nd day of May, 2007.

Tatiana Quiñones  
Notary Public



H0073299

**EXHIBIT "B"**  
**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**

The Bon-Ton Department Stores, Inc. ("Assignor") hereby absolutely sells, transfers, assigns, sets-over and conveys to Oliphant Financial Corporation ("Assignee") without recourse and without representations or warranties, express or implied, of any type, kind or nature, except solely that Seller does hereby represent and warrant that Seller is the owner and holder of the Evidence of Indebtedness for each of the Accounts:

(a) all of Assignor's right, title and interest in and to each of the Accounts identified in the Account Schedule attached hereto as Exhibit "A" (the "Accounts"), together with all promissory notes or other evidence of indebtedness, if any, and together with all instruments and documents constituting the Account Files pertaining to such Accounts, if any; and

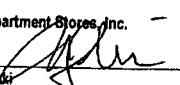
(b) all principal, interest or other proceeds of any kind with respect to the Accounts, including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Accounts into cash or other liquidated property, but excluding any payments or other consideration received by or on behalf of Assignor prior to March 2, 2006 with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Account Purchase Agreement made and entered into by and between the Assignor as Seller and the Assignee as Buyer dated May 3, 2002 (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement. Assignor represents that this Bill of Sale has been duly authorized and that the person signing for same has full power and authority in the premises.

**THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES THEREOF.**

DATED: 3/2/2006

Seller: The Bon-Ton Department Stores, Inc.

By: 

Name (print): Mike Zabaski

Title: DVP Director Credit Systems & Collections

STATE OF PENNSYLVANIA

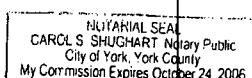
COUNTY OF YORK

SS.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March 2006, by Mike Zabaski as DVP  
Director Credit Systems & Collections on behalf of The Bon-Ton Department Stores, Inc.

Carol S. Shughart  
Signature of Notary Public State of Pennsylvania

Personally Known  Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Page 1

Post 220

Bon Ton

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

**102996**

OLIPHANT FINANCIAL, LLC As assignee

Case # 07-1101-CD

vs.

ASHLEY D. WOODS

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW December 17, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ASHLEY D. WOODS, DEFENDANT. NEW: P.O. BOX 212, BIG RUN, PA..

SERVED BY: /

**FILED**  
09/07/07  
DEC 18 2007  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDMAN	129	10.00
SHERIFF HAWKINS	GOLDMAN	129	32.43

Sworn to Before me This

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

So Answers,

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

H0073299

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF  
DAMAGES HEARING REQUIRED.

Goldman & Warshaw, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
1001 E. Hector Street, suite 220  
Conshohocken, PA 19428  
215/988-9600

---

OLIPHANT FINANCIAL, LLC as  
assignee of ELDER BEERMAN  
STORE CREDIT CARD  
1800 2ND ST  
SARASOTA, FL 34230

vs.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. :

07-1101-C

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

ASHLEY D WOODS  
2606 STANLEY RD  
DU BOIS PA 15801-4374

JUL 16 2007

Attest.

*William A. Ober*  
Prothonotary/  
Clerk of Courts

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

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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 \$1,209.48.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$1,209.48 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 7/24/03.  
WHEREFORE, plaintiff claims of the defendant(s) the sum of  
\$1,209.48 plus applicable costs, interest and attorney's fees.

Goldman & Warshaw, P.C.

BY: 

FREDERIC I. WEINBERG, 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.

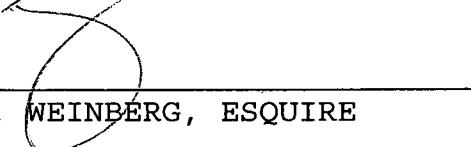
  
FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

H0673299

## OLIPHANT FINANCIAL, LLC

## STATEMENT OF ACCOUNT

P.O. Box 2899  
SARASOTA, FL 34230-2899

PHONE: (800) 262-1999

Soc Sec No: xxx-xx-5690

xxx-xx-

Ashley D Woods

2606 STANLEY RD  
DU BOIS, PA 15801-4374

REPORT DATE	CUSTOMER NUMBER
May 17, 2007	0000756847

## Originating Account Information

Originating Bank Elder Beerman  
 Account Type Store Credit Card  
 Account Number 093130937  
 Date Opened 11/04/02  
 Date of Last Payment Received by Original Creditor 07/24/03  
 Amount of Last Payment Received by Original Creditor Not Available  
 Charge-Off Date 07/22/03  
 Acquisition Balance \$651.97 Acq Interest Rate: 21.60%

## Payment History

Date	Check Number	Payment Type	Amount Paid	Amount Credited	Remaining Balance
03/01/06		Acquired Balance	\$0.00	\$0.00	\$651.97

Pursuant to federal law, please be advised that Oliphant Financial, LLC is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Port: 220  
PRELEGAL  
08:46:51

Statement without interest

**AFFIDAVIT**

I, Sherri L. Wright, am over 18 years of age, and at all times competent to make this affidavit.

1. Affiant is the Legal Outsource Co-Manager of Oliphant Financial, LLC (hereinafter "OFC"). In connection with my employment with OFC, I have become thoroughly familiar with the manner and method by which Elder Beerman (hereinafter "Credit Grantor") maintains its business books and records for its outstanding accounts.
2. I am a duly authorized custodian of the business books and records of Credit Grantor for the purposes of this litigation. In the normal course of its business, Credit Grantor maintains computerized account records for customers who have established a credit card account, line of credit, or promissory note with Credit Grantor. The records are kept by Credit Grantor in the ordinary course of business by employees of Credit Grantor who are charged with the duty to record any business act, condition or event onto computer with entries made at or about the time of any such occurrence. I have personally reviewed Credit Grantor's records as they relate to the credit card account, line of credit, or promissory note opened by Credit Grantor in the name of ASHLEY D WOODS ("Debtor") and I make this declaration based upon those records and my personal review thereof.
3. Affiant further states that the account upon which the debtor owes Credit Grantor was acquired by OFC from Elder Beerman and that seller sold, assigned and conveyed to OFC all rights, title and interest in and to the account of debtor and that the amount attested to by Affiant as the balance owed to OFC from the debtor herein accurately reflects the balance owed to OFC less any payments and/or credits, if any, on said balance acquired by OFC from seller, but not including any post charge-off interest owed by debtor to OFC from the date of acquisition by OFC which amount is within the knowledge of affiant just and true, and that it is due and that all just and lawful offsets, payments and credits have been allowed.
4. Affiant further states that the debtor listed below owes OFC the sum of \$651.97 which is further evidenced by the attached Statement of Account and incorporated herein by reference as if fully rewritten.

Debtor: ASHLEY D WOODS

Acct Type: Store Credit Card

Credit Grantor Acct No: 093130937

OFC Acct No: 756847

Charge Off Balance: \$651.97

Current Balance: \$651.97

FURTHER Affiant Sayeth Not.

Sherri L. Wright

DATED: May 22nd, 2007

Sherri L. Wright

Sworn to before me, a Notary Public, in and for Sarasota County Florida this 22nd day of May, 2007.

Tatiana Quiñones  
Notary Public



H0073299

**EXHIBIT "B"**  
**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**

The Bon-Ton Department Stores, Inc. ("Assignor") hereby absolutely sells, transfers, assigns, sets-over and conveys to Oliphant Financial Corporation ("Assignee") without recourse and without representations or warranties, express or implied, of any type, kind or nature, except solely that Seller does hereby represent and warrant that Seller is the owner and holder of the Evidence of Indebtedness for each of the Accounts:

(a) all of Assignor's right, title and interest in and to each of the Accounts identified in the Account Schedule attached hereto as Exhibit "A" (the "Accounts"), together with all promissory notes or other evidence of indebtedness, if any, and together with all instruments and documents constituting the Account files pertaining to such Accounts, if any; and

(b) all principal, interest or other proceeds of any kind with respect to the Accounts, including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Accounts into cash or other liquidated property, but excluding any payments or other consideration received by or on behalf of Assignor prior to March 2, 2006 with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Account Purchase Agreement made and entered into by and between the Assignor as Seller and the Assignee as Buyer dated May 3, 2002 (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement. Assignor represents that this Bill of Sale has been duly authorized and that the person signing for same has full power and authority in the premises.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES THEREOF.

DATED: 3/2/2006

**Seller: The Bon-Ton Department Stores, Inc.**

By:

Name (print): Mike Zahaski

Title: DVP Director Credit Systems & Collections

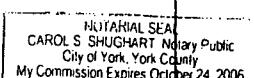
STATE OF PENNSYLVANIA

55

The foregoing instrument was acknowledged before me this  
Director Credit Systems & Collections on behalf of The B

Personally Known  Or Produced Identification

Type of Identification Produced



Port 220

Bar Ton

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

OLIPHANT FINANCIAL, LLC \* NO. 2007-1101-CD  
ELDER BEERMAN STORE CREDIT CARD \*  
Plaintiffs \*  
vs. \*  
ASHLEY D. WOODS \*  
Defendant \*

**ORDER**

NOW, this 21<sup>st</sup> 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 01847CM JUN 25 2013

William A. Shaw  
Prothonotary/Clerk of Courts

6/2

ICC Atty Kleinberg

ICC doft

RECEIVED  
JUN 25 2013

JUN 25 2013  
William A. Shaw  
Prothonotary/Clerk of Courts

Jeff  
2606 Stanley Rd  
Do Boro 15801