

07-1955-CD

Atlantic Credit vs Edward Kephart

2040920

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

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

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Atlantic Credit & Finance Inc.  
Assignee from Household Bank  
3353 Orange Avenue  
Roanoke, VA 24012

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1955-CD

EDWARD L KEPHART SR  
90 North Hill Street  
COALPORT PA 16627-0475

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/10/07 2007  
DEC 03 2007  
W.M. ICC 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(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 \$3,597.63.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$3,597.63 but the defendant(s) 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 8/6/05.  
WHEREFORE, plaintiff claims of the defendant(s) the sum of  
\$3,597.63 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY: 

~~FREDERIC I. WEINBERG, ESQUIRE~~  
JOEL M. FLINK, 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.

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FREDERIC I. WEINBERG, ESQUIRE



ATLANTIC CREDIT & FINANCE, INC.

2040920

v.  
EDWARD L KEPHART SR

**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. 5480420018795557. Said Account was charged off on January 31, 2006 and subsequently sold to Atlantic Credit & Finance, Inc with a balance of \$3,597.63.
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 6, 2005. After application of all payments, credits, adjustments, and lawful offsets, if any, there is still a balance due and owing on this indebtedness of \$3,597.63.
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.

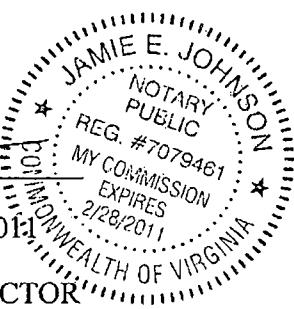
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary  
Heather Clary  
Assistant Director of Forwarding

Subscribed and sworn before me August 28, 2007.

Jamie E. Johnson, Notary Public  
My Commission Expires: 2/28/2011



THIS COMMUNICATION IS FROM A DEBT COLLECTOR



Atlantic Credit & Finance, Inc.  
Account Statement

Report Date

08/15/2007 17:12:40

Our Account ID: 2324287

Account Number: 5480420018795557

Status: LGJ

Received: 02/22/2006

Charge Off Date: 01/31/2006

Purchase Balance: \$ 3,597.63

Original Creditor Last Pay Date: 08/06/2005

Amount Paid: \$ 0.00

Remaining Balance: \$ 3,597.63

**Debtor Info**

Name: KEPHART SR, EDWARD L

SSN-Last 4 Digits: 5590

Other Name:

HomePhone: 8146723046

Street1: PO BOX 475

WorkPhone: 8143344283

Street2:

City, State Zip: COALPORT, PA 16627-0475

**Payment Info**

Date	Type	Matched	Check No	Invoiced	Amount	Comment
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No

Payments

Received

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

Page No: 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103495  
NO: 07-1955-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: ATLANTIC CREDIT & FINANCE, INC.  
vs.  
DEFENDANT: EDWARD L. KEPHART SR.

**SHERIFF RETURN**

NOW, December 18, 2007 AT 9:47 AM SERVED THE WITHIN COMPLAINT ON EDWARD L. KEPHART SR. DEFENDANT AT 90 NORTH HILL ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWARD L. KEPHART SR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
01/25/08  
APR 14 2008  
*WAS*  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	42229	10.00
SHERIFF HAWKINS	GORDON	42229	45.16

Sworn to Before Me This

Day of 2008  
2007

So Answers,

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

FILED 3cc  
MAY 09 2008 Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD  
PENNSYLVANIA CIVIL ACTION - LAW

Plaintiff Atlantic Credit and Finance Inc.

Assignee from Household Bank: NO. 07-1955-CA.  
3353 Orange Ave  
Roanoke, VA, 24012

Defendant

Edward L. Kephart Sr.  
90 N Hill Street  
Coalport Pa, Ilde 27-0475  
16627

ANSWER

1. I Edward L. Kephart Sr. tried to set up a reasonable payment plan with this credit company. I ~~still~~ would still like to set up a reasonable payment with them so this credit will can ~~be~~ paid.

The last two times I have talked with these people, I had explained to them that my son was dying of cancer, I was spending every last dollar I had to help him with medical expenses. The credit company enlisted I pay a minimum payment of \$1,000 a month. Which was just not possible.

Prior to all of this I was never late on a payment. I would gladly set up a ~~reasonable~~ reasonable payment plan to clear up this matter.

I talked to the lawyer over the phone they told me, my son dying sounded like a "personal problem". I understand that this tragedy was a personal problem, but it was out of my hands and my first priority was the care of my son for what time she had. You ignorant was completely unnecessary. After there being

7. SO ignorant I was to the point I needed them to just try to work with me. I afford a payment of \$50<sup>00</sup> and they declined saying any payment less than 1,000<sup>00</sup> was not acceptable. I am willing to make arrangements to clear up this matter.

10

11.

Sincerely,

12.

Edward L. Roberts

13.

14.

15.

(Add extra paragraphs (and pages) as needed.)

WHEREFORE, the Defendant respectfully requests that the Plaintiff's Complaint be dismissed.

WHEREFORE, the Defendant respectfully requests that the following relief be granted:

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Respectfully submitted,

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VERIFICATION

I hereby verify that the statements made in this Pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 PACS 4904, relating to unsworn falsification to authorities.

*Edward M. Shurtliff*

81A-672.3046

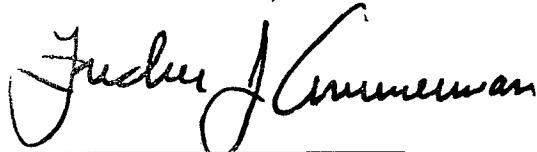
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ATLANTIC CREDIT & FINANCE, INC. \* NO. 2007-1955-CD  
HOUSEHOLD BANK \*  
Plaintiffs \*  
vs. \*  
EDWARD L. KEPHART, SR. \*  
Defendant \*  
\*  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 25<sup>th</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 NOCC  
10:06am  
Z JUN 28 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
6K