

08-618-CD

Atlantic Credit vs Harry Painter

2043966

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

FILED

By 11:18 a.m. OK

APR 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atty paid 95.00

ICC Sheriff

Atlantic Credit & Finance Inc.

Successor in Interest to

Metris

3353 Orange Avenue

Roanoke, VA 24012

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-618-CD

HARRY PAINTER

301 MERRILL STREET FL 2

CLEARFIELD PA 16830-1407

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

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, if available, 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 \$2,749.34.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$2,749.34 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 07/13/2006.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$2,749.34 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

I hereby state that I am the agent for the plaintiff herein, and that the facts set forth in the attached Affidavit which is incorporated by reference in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information and belief and is based upon information which plaintiff has furnished to counsel. The language in the Complaint is that of counsel and not of plaintiff. To the extent that the contents of the Complaint are that of counsel, plaintiff has relied upon counsel in making this verification. This verification is made subject to 18 Pa.C.S. §4904 which provides for certain penalties for making false statements


Name _____

ATLANTIC CREDIT & FINANCE, INC.

v.

HARRY PAINTER

2643966

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. 5458001852187024. Said Account was charged off on February 28, 2007 and subsequently sold to Atlantic Credit & Finance, Inc with a balance of \$2,749.34.
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 July 13, 2006. After application of all payments, credits, adjustments, and lawful offsets, if any, there is still a balance due and owing on this indebtedness of \$2,749.34.
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.

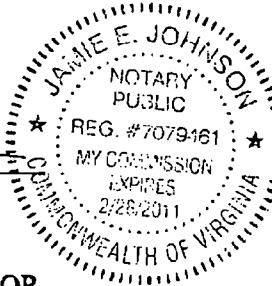
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me November 8, 2007.

Jamie E. Johnson
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
10/22/2007 12:12:17

Our Account ID: 3054749

Account Number: 5458001852187024

Status: LGJ

Received: 03/22/2007

Charge Off Date: 02/28/2007

Purchase Balance: \$ 2,749.34

Original Creditor Last Pay Date: 07/13/2006

Amount Paid: \$ 0.00

Remaining Balance: \$ 2,749.34

Name: PAINTER, HARRY

SSN-Last 4 Digits: 3073

Other Name:

HomePhone: 8147654005

Street1: 301 MERRILL STREET FL 2

WorkPhone: 8147659533

Street2:

City, State Zip: CLEARFIELD, PA 16830-1407

Date	Type	Matched	Check No	Invoiced	Amount	Comment
------	------	---------	----------	----------	--------	---------

No

Payments

Received

Payment Type 'PU', 'PA', 'PC' - Payment

Payment Type 'PUR', 'PAR', 'PCR' - Returned Payment NSF

Page No: 1

FILED

APR 04 2008

**William A. Shaw
Prothonotary/Clerk of Courts**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103996**

ATLANTIC CREDIT & FINANCE INC.

Case # 08-618-CD

VS.

HARRY PAINTER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 16, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO HARRY PAINTER, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED
012:57811
JUL 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

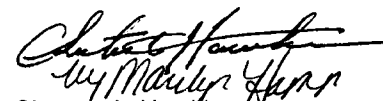
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	049951	10.00
SHERIFF HAWKINS	GORDON	049951	16.00

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

2043966

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

Atlantic Credit & Finance Inc.

Successor in Interest to

Metris

3353 Orange Avenue

Roanoke, VA 24012

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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.

APR 04 2008

Attest.

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.

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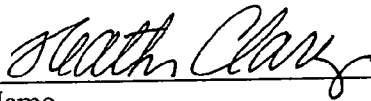
BY: 

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

P01A.DB

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A handwritten signature in cursive script, appearing to read "Heath Clay", is written over a horizontal line.

Name

ATLANTIC CREDIT & FINANCE, INC.

v.

HARRY PAINTER

2643946

AFFIDAVIT OF DEBT AND VERIFIED BILL OF PARTICULARS

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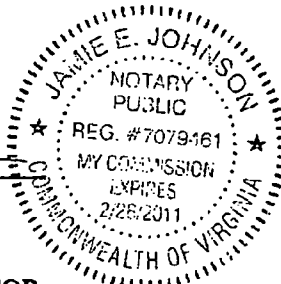
The foregoing is true and correct to the best of my knowledge and belief.

By:

Heather Clary
Heather Clary
Assistant Director of Forwarding

Subscribed and sworn before me November 8, 2007.

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



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Atlantic Credit & Finance, Inc.
Account Statement

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HomePhone: 8147654005

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Street2:

City, State Zip: CLEARFIELD, PA 16830-1407

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No
Payments
Received

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

Page No: 1

FILED

JUL 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

2043966

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 ICC Atty
m/11:23am Weinberg
APR 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atlantic Credit & Finance Inc.
Successor in Interest to
Metris

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008 618 CD


HARRY PAINTER

PRAECIPE TO WITHDRAW COMPLAINT

TO THE PROTHONOTARY:

Kindly withdraw the above-captioned action, without
prejudice.

GORDON & WEINBERG, P.C.

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

P006

CERTIFICATION OF SERVICE

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



FREDERIC I. WEINBERG, ESQUIRE

Dated

4/23/09

FILED

APR 30 2008

William A. Shaw
Prothonotary/Clerk of Courts