

03-51-CD
MAGNUS SERVICES, INC. vs. RALPH MANGIALARDI

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

MAGNUS SERVICES, INC.

71600 North Perimeter Drive, Scottsdale, Arizona

Plaintiff

v.

RALPH MANGIALARDI

1413 Treasure Lake, DuBois, PA

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 03-51-CD

: CIVIL ACTION - LAW

**COMPLAINT
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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment 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.

**LAWYER REFERENCE AND
INFORMATION SERVICE**

David S. Meholick

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

FILED

JAN 13 2003

William A. Shaw
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.

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West Chester, PA 19382

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Scottsdale, AZ 85255

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Defendant

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: CLEARFIELD COUNTY, PENNSYLVANIA

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Complaint

1. The plaintiff is Magnus Services, Inc., a business corporation, with place of business located at 17600 North Perimeter Drive, Scottsdale, Arizona.

2. The defendant is Ralph Mangialardi, who resides at 1413 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. At the defendant's request, MBNA issued the defendant a credit card bearing account number 5401262238206056 for defendant's use in making charge purchases subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any finance charges, late or over limit charges is \$8,356.05.

6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$8,356.05, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff purchased the defendant's account from MBNA and is now the holder and owner of the account.

9. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$2,089.01.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$8,356.05, attorneys fees in the sum of \$2,089.01 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates, P.C. is a debt collector.

Credit Card Agreement

General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize the monitoring and/or recording of your calls with representatives of MBNA America and its affiliates.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA America, P.O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at: MBNA America, P.O. Box 15026, Wilmington, DE 19850-5026. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

Repayment

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees, charges, and insurance premiums we assess against your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a manner we determine. We may allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This may result in new balances with a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

Charges Made In Foreign Currencies

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent

How To Use Your Account

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

If you permit any person to have access to your card or account number with the authorization to make a charge, you may be liable for all charges made by that person including charges for which you may not have intended to be liable.

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

You may not use a postdated Check Cash Advance to obtain credit under your account. If you do postdate a Check Cash Advance, we may elect to honor it upon presentation or return it unpaid to the party which presented it to us for payment, without in either case awaiting the date shown on the Check Cash Advance. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and credit insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday.

Billing Cycle

A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

Account Fees and Charges

Account Fees: The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the credit limit; (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if the check is paid upon subsequent presentation; (4) a Returned Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentation; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

Abandoned Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase,

interest provision

01/03

Exhibit A

Additional Account Fees and Charges: please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

Benefits

You will be offered certain benefits which will be subject to the restrictions outlined in the benefits brochure provided to you by MBNA America. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

Reasons for Requiring Immediate Payment

You will be in default and we can require immediate payment of all amounts you owe if: (1) you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit, or if we have established a separate Cash Advance credit limit for you, your outstanding Cash Advance balance exceeds your Cash Advance credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

Refusal to Honor Your Card

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

Termination

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under

this agreement continue even after your right to obtain credit has been suspended or terminated.

Amendments

We may amend this Agreement by complying with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

Assignment

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized

transactions not yet posted to your account, being more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit as immediately due; or (3) refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us at MBNA America, P.O. Box 15021, Wilmington, DE 19850-5021, (Telephone 1-800-441-8027), orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability for unauthorized use of your card will not exceed \$50.

Governing Law

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws. You agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

All persons who initially or subsequently request, accept or use the account are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired cards outstanding under the account have been returned to us and the balance is paid in full.

You must return all credit cards to us on request.

MBNA America Bank, N.A., is the exclusive issuer and administrator of this and other Platinum Plus credit card accounts. MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

PLATNEA (Revised 10/98) © 1998 MBNA America Bank, N.A.

ATTORNEY
FEES &
COURT
COSTS

VERIFICATION

Ruth A. Kenny is Agency Assistant
(Name of authorized representative) (Title or Position)
for Magnus Services, Inc., the within Plaintiff, and makes this
(Name of Company)

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Complaint subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9-24-02

✓ Ruth A. Kenny
Name

30 May 03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

WAS
William A. Shaw
Prothonotary

FILED
M/D: 3401
JAN 13 2003
Att. Neil pd. \$85.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13539

MAGNUS SERVICES, INC.

03-51-CD

VS.

MANGIALARDI, RALPH

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 12, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO RALPH MANGIALARDI,
DEFENDANT. MOVED, ADDRESS UNKNOWN.

Return Costs

Cost	Description
31.72	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

13th Day Of Feb 2003

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co. Clearfield, PA

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED

FEB 13 2003

012:15 p.m.

William A. Shaw
Prothonotary

I hereby certify this is a true and correct
copy of the original file in this cause.

By:

Burton Neil & Associates, P.C.
Attorneys for Plaintiff

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

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(610) 696-2120

Attorney for Plaintiff

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LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

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

JAN 13 2003

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

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4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

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By  _____

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Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA America, P. O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA account numbers.

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If you default, unless prohibited by applicable law, we can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

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Assignment

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized

transactions not yet posted, exceeding the credit limit, more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit as immediately due; or (3) refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us at MBNA America, P.O. Box 15021, Wilmington, DE 19850-5021, (Telephone 1-800-441-8027), orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability for unauthorized use of your card will not exceed \$50.

Governing Law

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws. You agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

All persons who initially or subsequently request, accept or use the account are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired cards outstanding under the account have been returned to us and the balance is paid in full.

You must return all credit cards to us on request.

MBNA America Bank, N.A., is the exclusive issuer and administrator of this and other Platinum Plus credit card accounts. MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

PLATNEA (Revised 10/98) © 1998 MBNA America Bank, N.A.

VERIFICATION

Ruth A. Kenny is Agency Assistant
(Name of authorized representative) (Title or Position)
for Magnus Services, Inc., the within Plaintiff, and makes this
(Name of Company)

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Complaint subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

9-24-02

✓

Ruth A. Kenny
Name

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

ATTORNEY FOR: Plaintiff

MAGNUS SERVICES INC.

Plaintiff

VS.

RALPH MANGIALARDI

1715 Kirk Drive, Verona PA 15147

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 03-51 CD

: CIVIL ACTION - LAW

Praecipe to Reinstate

To the Prothonotary:

Please reinstate the Complaint.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff

FILED

MAY 30 2003

William A. Shaw
Prothonotary

FILED No CC

MAY 11 2003 Ad Atty Ad. 7.00
MAY 30 2003 1 Re-instated to SAs

William A. Shaw
Prethnotary ~~WAS~~

In The Court of Common Pleas of Clearfield County, Pennsylvania

MAGNUS SERVICES, INC.

VS.

MANGIALARDI, RALPH

COMPLAINT

Sheriff Docket #

13539

03-51-CD

SHERIFF RETURNS

NOW JUNE 2, 2003 AT DIRECTION OF ATTORNEY RETURN THE WITHIN COMPLAINT "NOT SERVED" AS TO RALPH MANGIALARDI, DEFENDANT. ATTORNEY STATED THEY WILL HAVE TO RE-FILE IN ALLEGHENY COUNTY.

Return Costs


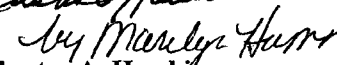
Cost	Description
19.37	SHERIFF HAWKINS PAID BY: ATTY CK# 4959
10.00	SURCHARGE PAID BY: ATTY CK# 4947

Sworn to Before Me This

10 Day Of June 2003



So Answers,


by 
Chester A. Hawkins
Sheriff

FILED

114560

JUN 10 2003

William A. Shaw
Prothonotary

I hereby certify this is a true and correct copy of the original filed in this cause.

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
26 South Church Street
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

By: Burton Neil & Associates, P.C.
Attorneys for Plaintiff

MAGNUS SERVICES, INC.
71600 North Perimeter Drive, Scottsdale, Arizona
Plaintiff

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 03-51-02

RALPH MANGIALARDI
1413 Treasure Lake, DuBois, PA
Defendant

: CIVIL ACTION - LAW

COMPLAINT 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment 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.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

5-30-03 Document
Reinstated/Returned to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

FILED
2-13-03
JAN 13 2003
William A. Shaw
Prothonotary

01-34-17
COPY

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

Attorney for Plaintiff

MAGNUS SERVICES, INC.

17600 North Perimeter Drive

Scottsdale, AZ 85255

Plaintiff

v.

RALPH MANGIALARDI

1413 Treasure Lake, DuBois, PA

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

: CIVIL ACTION - LAW

Complaint

1. The plaintiff is Magnus Services, Inc., a business corporation, with place of business located at 17600 North Perimeter Drive, Scottsdale, Arizona.
2. The defendant is Ralph Mangialardi, who resides at 1413 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. At the defendant's request, MBNA issued the defendant a credit card bearing account number 5401262238206056 for defendant's use in making charge purchases subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.
4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.
5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any finance charges, late or over limit charges is \$8,356.05.

01-3447

6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$8,356.05, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff purchased the defendant's account from MBNA and is now the holder and owner of the account.

9. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$2,089.01.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$8,356.05, attorneys fees in the sum of \$2,089.01 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: _____
Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates, P.C. is a debt collector.

Credit Card Agreement

General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize the monitoring and/or recording of your calls with representatives of MBNA America and its affiliates.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA America, P. O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at: MBNA America, P. O. Box 15026, Wilmington, DE 19850-5026. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

Repayment

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees, charges, and insurance premiums we assess against your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a manner we determine. We may allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This may result in new balances with a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

Charges Made In Foreign Currencies

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in

How To Use Your Account

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

If you permit any person to have access to your card or account number with the authorization to make a charge, you may be liable for all charges made by that person including charges for which you may not have intended to be liable.

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

You may not use a postdated Check Cash Advance to obtain credit under your account. If you do postdate a Check Cash Advance, we may elect to honor it upon presentation or return it unpaid to the party which presented it to us for payment, without in either case awaiting the date shown on the Check Cash Advance. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and credit insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday.

Billing Cycle

A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

Account Fees and Charges

Account Fees: The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the credit limit; (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if the check is paid upon subsequent presentation; (4) a Returned Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentation; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

Abandoned Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase

01/03

Exhibit A

Additional Account Fees and Charges: Please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

Benefits

You will be offered certain benefits which will be subject to the restrictions outlined in the benefits brochure provided to you by MBNA America. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

Reasons for Requiring Immediate Payment

You will be in default and we can require immediate payment of all amounts you owe if: (1) you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit; or if we have established a separate Cash Advance credit limit for you, your outstanding Cash Advance balance exceeds your Cash Advance credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

Refusal to Honor Your Card

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

Termination

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under

this Agreement continue even after your right to obtain credit has been suspended or terminated.

Amendments

We may amend this Agreement by complying with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

Assignment

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

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MBNA America Bank, N.A., is the exclusive issuer and administrator of this and other Platinum Plus credit card accounts. MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

PLATNEA (Revised 10/98) © 1998 MBNA America Bank, N.A.

ATTORNEY
FEES &
COURT
COSTS

VERIFICATION

Ruth A. Kenny is Agency Assistant
(Name of authorized representative) (Title or Position)
for Magnus Services Inc., the within Plaintiff, and makes this
(Name of Company)

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Complaint subject to

the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9-24-02

Ruth A. Kenny
Name

BURTON NEIL & ASSOCIATES, P.C.

BY: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

ATTORNEY FOR: Plaintiff

MAGNUS SERVICES INC.

Plaintiff

VS.

RALPH MANGIALARDI

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 03-51 CD

: CIVIL ACTION - LAW

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned action without prejudice.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff

FILED

m 1/37 118
JUN 23 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Q92

Magnus Services, Inc.

Vs.

No. 2003-00051-CD

Ralph Mangliardi

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 Settled, Discontinued and Ended, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$163.07 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of June A.D. 2003.

William A. Shaw, Prothonotary