

03-1710-CD
MBNA AMERICA BANK N. A vs. LUKE C. STCARD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,
Plaintiff

vs.

LUKE C SICARD,
Defendant

: NO. 03-1710-C

: CIVIL ACTION - LAW

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 is served, by entering a written appearance, personally or by attorney, and filing in waiting 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 judgment may be entered against you by the Court without further notice for any money claimed in the Complaint, or document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las paginas, siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y se podra entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator
Clearfield County Court House
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641 x 32

FILED

NOV 17 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,	:	NO.
Plaintiff	:	
	:	
vs.	:	CIVIL ACTION - LAW
	:	
LUKE C SICARD,	:	
Defendants	:	

COMPLAINT

AND NOW, comes the Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, Amy F. Wolfson, Esquire, and the law firm of Wolfson & Associates, P.C., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A., is a Delaware corporation doing business within the Commonwealth of Pennsylvania, and the other states of the United States, with its principal place of business situated at P.O. Box 15718, Wilmington, Delaware 19850.
2. Defendant, LUKE C SICARD, is an adult individual with a last known address of RR 1 BOX 494, CLEARFIELD County, DU BOIS PA 15801-8721.
3. It is averred that Defendant was issued an open end credit card account. A true and correct copy of the Credit Card Agreement Additional Terms and Conditions is attached hereto, incorporated herein and marked as Exhibit "A".
4. At all relevant times material hereto, Defendant has been a regular user of said charge card for the purchase of products, goods and/or for obtaining services from Plaintiff or Plaintiff's licensees.
5. Defendant has been provided with copies of the Statements of Account accurately showing all debits and credits for transactions on the aforementioned credit card account.

6. Defendant did not object to the above mentioned Statements of Account submitted by Plaintiff to Defendant.

7. Pursuant to the Credit Card Agreement, which Defendant received when the aforementioned credit was issued, the parties agreed that this matter be referred to Arbitration in the event of any claim and/or dispute if the account is referred for collection. See Exhibit "A" as previously identified and incorporated herein.

8. That this matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant and in favor of the Plaintiff for the outstanding balance due. A true and correct copy of the Arbitration Award is attached hereto, incorporated herein and marked as Exhibit "B".

9. That Defendant has made sporadic and irregular payments which have been applied to the outstanding balance of this account.

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$24,503.28.

11. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

12. Pursuant to the Credit Card Agreement, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of eighteen (18%) percent. See Exhibit "A" as previously identified and incorporated herein.

13. The amount of contractual interest which has accrued on the aforementioned account from the date of the Arbitration Award, is the sum of \$1,486.31.

14. Plaintiff has retained the services of the law firm of Wolfson & Associates, P.C. in the collection of the amount due from Defendant.

15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff, MBNA AMERICA BANK, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, LUKE C SICARD, in the amount of \$24,503.28, plus contractual interest at a rate of eighteen (18%) percent in the amount of \$1,486.31, plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Amy F. Wolfson', is written over a horizontal line.

Amy F. Wolfson, Esquire
WOLFSON & ASSOCIATES, P.C.
267 East Market Street
York, PA 17403
(717) 846-1252
ID No. 87062
Attorney for Plaintiff

VERIFICATION

Amy F. Wolfson, Esquire, hereby states that she is the attorney for the Plaintiff, MBNA AMERICA BANK, N.A., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

November 11, 2003

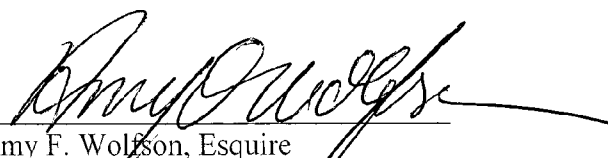

Amy F. Wolfson, Esquire
WOLFSON & ASSOCIATES, P.C.
267 East Market Street
York, PA 17403
(717) 846-1252
ID No. 87062
Attorney for Plaintiff

EXHIBIT "A"

Credit Card Agreement Additional Terms and Conditions

Selected Sections

■ Privacy Notice 1

■ Accuracy of Information Furnished to
Credit Reporting Agencies 4

■ How to Use Your Account 4

■ Payments on Your Account 5

■ We May Amend This Agreement 8

■ What Law Applies 9

■ Arbitration and Litigation 9

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definition described under the section heading Words Used Often in This Agreement.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefit you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A. Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of information include the following:

- Information we receive from you on application and other forms or through your correspondence communication with us including through the mail by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment credit, or other relationships; and
- Information about your transactions with MBNA, with other companies outside of MBNA.

Information We Share Within MBNA: We may share of the information we collect about you with financial service companies within MBNA to offer additional products and services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction experience information (such as purchases and payment history), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information with you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by financial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreement.

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You and "your" also mean any other person who has guaranteed payment of

this account, when used in the sections entitled, *We Monitor and Record Telephone Calls*, and *Arbitration and Litigation* and when used in each of the sections relating to pay this account (*Your Promise to Pay*, and *How We Allocate Your Payments*, for example).

"We," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you or any other person with authorization for use on this account pursuant to this Agreement.

"Access check" means an access check we provide to make a Check Cash Advance on your account.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure, or as used in your monthly statement.

We use section headings (such as, *Words Used Often in This Agreement*) to organize this Agreement. The actual terms of the Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check 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 Cash Advance) is the date that the corresponding payment is posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. 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 or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

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

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is: (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine.

(including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with a lower APR (e.g., those with promotional APR offers) being paid before any other existing balances.

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. We may release from liability any person who is responsible for any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us, and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. 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.

When We May Require Immediate Payment

If you are in default we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person that presented it without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

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 any applicable fees will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S.

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 as compensation for performing the currency conversion 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.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Account Fees: The following fees, which are set forth on your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

(1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;

(2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that your total outstanding balance on your account exceeds your 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 it is paid upon subsequent presentment;

(4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;

(5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and

(6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for

any retention of your card by us, any other bank, or an provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise nate your right to use your account. We may do this at time and for any reason. Your obligations under this Agreement continue even after we have done this. You destroy all cards, access checks or other credit devices account when we request.

You May Close Your Account

You may close your account by notifying us in writin telephone, and destroying all cards, access checks or o credit devices on the account. Your obligations under t Agreement continue even after you have done this.

Transactions After Your Account Is Cl

When your account is closed, you must contact anyone authorized to charge transactions to your account, such a internet service providers, health clubs or insurance comp. These transactions may continue to be charged to your account until you change the billing. Also, if we believe have authorized a transaction or are attempting to use account after you have requested to close the account, may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of Agreement. When we amend this Agreement we will cc with the applicable notice requirements of federal and. Delaware law that are in effect at that time. If an amend gives you the opportunity to reject the change, and if you the change in the manner provided in such amendment, may terminate your right to receive credit and may ask : return all credit devices as a condition of your rejection amended Agreement (including any higher rate or other charges or fees) will apply to the total outstanding bala including the balance existing before the amendment beca effective. We may replace your card with another card at an

We May Sell Your Account

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

Your Credit Limit

Your credit limit is disclosed to you when you receive card and, generally, on each monthly statement. We ma change your credit limit from time to time.

The amount shown on your monthly statement as Ca Credit Available does not take into account any Purchas Cash Advances, finance charges, fees, any other transac or credits which post to your account after the Closing l of that monthly statement. Such transactions could re your credit limit being exceeded and result in the asses of Overlimit Fees.

Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit 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 permitted you to exceed your credit limit it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-421-2110.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

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.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed 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.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including

Litigation Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation and shall honor any claims or privilege recognized by law. If a party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means MBNA America Bank, N.A., its parent subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any or all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

If any part of this Arbitration and Litigation Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation Section shall be enforceable without regard to its invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS FINAL AND BINDING. EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, TX, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverages & Benefits: Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ).

receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverage vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.14c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c) & WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary

Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(1/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-2, L-SG in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT; WA, WV & WY; Standard Guaranty Life (TX only)/L-I-2(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC(3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separately write to Assurant Group, P. O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

2/9/01 MBNAUL01 (MBNA - L/D/Uncapped LOVFL)
25000 DISC—101

MBNA America® and GoldPlus® are federally registered serv
marks of MBNA America Bank, N.A.
© 2000 MBNA America Bank, N.A.

AGMT90 (Revised 4/2001)

**IMPORTANT AMENDMENTS
TO YOUR CREDIT CARD AGREEMENT**

These Amendments change the terms of your Credit Card Agreement. Please read this document carefully and keep it with your Credit Card Agreement. Except for these Amendments, the terms of your Credit Card Agreement continue in full force and effect.

- Please note that we have changed our address for disputes regarding the accuracy or completeness of information we provide to a credit reporting agency. The new address is MBNA, Credit Reporting Agencies, P. O. Box 17054, Wilmington, DE 19884-7054.
- Effective with transactions that post to your account on or after January 15, 2000, if you obtain a Cash Advance, a Balance Transfer, or an Other Cash Advance, we will assess a transaction fee (FINANCE CHARGE) equal to 3.00% of the U.S. Dollar amount of each such Cash Advance (Minimum Fee: \$5 Maximum Fee \$30.00).
- Effective with transactions that post to your account on or after January 15, 2000, if you obtain a Cash Advance, an ATM Cash Advance, or a Cash Equivalent, we will assess a transaction fee (FINANCE CHARGE) equal to 3.00% of the U.S. Dollar amount of each such Cash Advance (Minimum Fee: \$5 Maximum Fee \$30.00).
- Effective April 8, 2000, your Minimum Payment will be calculated as follows: The Total Minimum Payment Due each billing cycle will be the sum of the Current Payment plus all past due amounts. The Current Payment each billing cycle will be the lesser of: 1) the sum of all Periodic Rate Finance Charges, Transaction Fees, and Account Fees (excluding Returned Cash Advance Check Fees, Copy Fees, and Abandoned Property Charges) plus \$15; or 2) 2.25% of the New Balance Total. The Current Payment never be less than \$15 unless your New Balance Total is less than \$15 in which case the Total Minimum Payment Due will equal the New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Current Payment for the billing cycle in which the payment was originally credited.
- You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of those companies.
- As provided in your Credit Card Agreement and under Delaware law, we are amending the Credit Card Agreement to include an Arbitration Section. Please read it carefully because it will affect your right to go to court, including any right you may have to have a jury trial. Instead, you (and we) will have to arbitrate claims. You may choose not to be subject to this Arbitration Section by following the instructions at the end of this notice. This Arbitration Section will become effective on January 1, 2000. The Arbitration Section reads:

Arbitration: Any claim or dispute ("Claim") by either you or us against the other, or against the employees or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement, your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained from the NAF. Claims may be filed at any National Arbitration Forum office, www.naf-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that follows a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide the dispute and will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any Claims or rights recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or a private attorney general. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration Section does not apply to Claims between you and us previously asserted in any lawsuits filed before the date this Arbitration Section becomes effective. However, this Arbitration Section applies to all Claims now in existence or that may arise in the future.

Oct '93-03

15:28

From-Wolpoff & Abramson

240-386-3111

T-519 P.003/003 F-772

payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration Section, "we" and "us" means MBNA America Bank, N.A., its parent subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "yours" shall mean any person or entity approved by us to use the account, including but not limited to persons or entities contractually obligated on the account and all authorized users of the account.

If any part of this Arbitration Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION SECTION IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

If you do not wish your account to be subject to this Arbitration Section, you must write to us at MBNA America, P.O. Box 15565, Wilmington, DE 19850. Clearly print or type your name and credit card account number and state that you reject this Arbitration Section. You must give notice in writing; it is not sufficient to telephone us. Send this notice only to the address in this paragraph; do not send it with a payment. We will receive your letter at the above address by January 25, 2000 or your rejection of the Arbitration Section will not be effective.

© 1999 MBNA America Bank, N.A.

EXHIBIT "B"



NATIONAL
ARBITRATION
FORUM®

MBNA America Bank, N.A.
c/o Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
702 King Farm Blvd, Two Irvington Centre
Rockville, MD 20850-5775

CLAIMANT(s),

AWARD

RE: MBNA America Bank, N.A. v Luke C Sicard
File Number: FA0301000141411
Claimant File Number: 5200010011421902

Luke C Sicard
726 Chestnut Ave
DU BOIS, PA 158012332

RESPONDENT(s).


The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 01/10/2003 the Parties entered into an agreement providing that this matter shall be resolved through binding arbitration in accordance with the Forum Code of Procedure.
3. That the Claimant has filed a claim with the Forum and served it on the Respondent in accordance with Rule 6.
4. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

Therefore, the Arbitrator ISSUES:

An Award in favor of the **Claimant**, for a total amount of \$24,503.28.

Entered in the State of Pennsylvania


Honorable Jack M. Marden
Arbitrator

Date: 06/23/2003

**ACKNOWLEDGEMENT AND CERTIFICATE
OF SERVICE**

This Award was duly entered and the Forum hereby certifies that a copy of this Award was sent by first class mail postage prepaid to the parties at the above referenced addresses on this date.


Honorable Harold Kalina

Director of Arbitration
06/23/2003

FILED

2:13 PM 85.00
10/13/03 10:13 AM

NOV 17 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MBNA AMERICA BANK

VS.

SICARD, LUKE C.

COMPLAINT

Sheriff Docket #

14833

03-1710-CD

SHERIFF RETURNS

NOW DECEMBER 8, 2003 AT 11:18 AM SERVED THE WITHIN COMPLAINT ON LUKE C. SICARD, DEFENDANT AT RESIDENCE, RR#1 BOX 494, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VICKI BOWSER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

Cost	Description
31.68	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

29th Day Of Jan 2004

William A. Shaw

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

So Answers,

Chester A. Hawkins
Sheriff

Chester A. Hawkins
Sheriff

FILED

019:01-81
JAN 29 2004

EN
Kao

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411
Plaintiff

vs.

LUKE C SICARD
Defendant

No. 03-1710-CD

FILED

MAR 08 2004

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against Defendant, LUKE C SICARD, for want of ANSWER TO COMPLAINT.

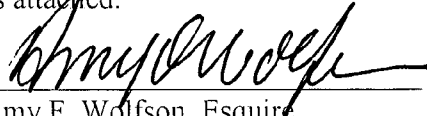
(X) Amount due	\$24,503.28
Interest from June 23, 2003	\$ 1,486.31
Attorney's Commission	\$ to be determined
Filing costs	\$
TOTAL	<u>\$25,989.59, plus interest</u>

(X) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

(X) Pursuant to Pa.R.C.P. 237 (Notice of Praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

(X) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

DATE: 2/16/04

Signature: 

Amy F. Wolfson, Esquire

ID#: 87062

Attorney for Plaintiff

267 East Market Street

York, PA 17403

(717) 846-1252

NOW, _____, 20____, JUDGMENT IS ENTERED AS ABOVE.

Prothonotary/Clerk, Civil Division

By: _____

Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.	:	No. 03-1710-CD
655 PAPER MILL ROAD	:	
MAIL STOP 1411	:	
WILMINGTON DE 19884-1411,	:	
Plaintiff	:	
vs.	:	
	:	
LUKE C SICARD	:	
Defendant	:	

- (x) Notice is hereby given that a DEFAULT JUDGMENT in the above-captioned matter has been entered against you in the amount of \$25,989.59, plus interest, reasonable attorney's fees and costs, on _____, 20____.
- (x) A copy of all documents filed with the Prothonotary in support of the within judgment is/are enclosed.

Prothonotary Civil Division

by: _____

If you have any questions regarding this Notice, please contact the filing party.

Amy F. Wolfson, Esquire
267 East Market Street
York, PA 17403
(717) 846-1252

(This Notice is given in accordance with Pa.R.C.P. 236.)

NOTICE SENT TO: LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411
Plaintiff

No. 03-1710-CD

vs.

LUKE C SICARD

Defendant

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

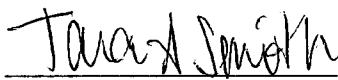
COUNTY OF YORK

I, Amy F. Wolfson, Esquire, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, LUKE C SICARD, above named, is over 21 years of age; is last know to reside at RR 1 BOX 494, DU BOIS PA 15801-8721, CLEARFIELD County, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 and its Amendments.



Amy F. Wolfson, Esquire
Attorney for the Plaintiff
Attorney ID# 87062
Wolpoff & Abramson, LLP
267 East Market Street
York, PA 17403

SWORN and SUBSCRIBED
to before me this 16 day
of February, 2004.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tara A. Smith, Notary Public
City Of York, York County
My Commission Expires July 23, 2007
Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411
Plaintiff

vs.

LUKE C SICARD

Defendant

No. 03-1710-CD


CERTIFICATE OF RESIDENCE

I, Amy F. Wolfson, Esquire, due hereby certify that the last known address of the above
referenced Defendant is as follows:

LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

Respectfully submitted,

Date: February 4, 2004



Amy F. Wolfson, Esquire
WOLPOFF & ABRAMSON, LLP
267 East Market Street
York, PA 17403
(717) 846-1252
ID No. 87062
Attorney for Plaintiff

WOLFSON & ASSOCIATES, P.C.
Attorneys at Law

ATTORNEYS

Daniel F. Wolfson
Amy F. Wolfson
Philip C. Warholc

267 East Market Street
York, Pennsylvania 17403

(717) 846-1252

(800) 321-8467

FAX (717) 848-1146

e-mail: diwolfson@debtcollection.net

BRANCH OFFICE:

8 Manchester Street
Glen Rock, PA 17327
(717) 235-5014

PARALEGALS

Michele M. McHugh
Melissa D. Sweeney
Kelly J. Goff
Lisa L. Boore

PLEASE FORWARD
ALL
CORRESPONDENCE
TO
THE YORK OFFICE

January 13, 2004

COPY

LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

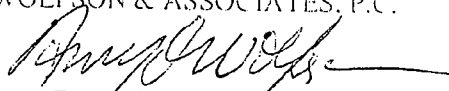
RE: MBNA AMERICA BANK, N.A. 655 PAPER MILL ROAD MAIL STOP 1411 WILMINGTON
DE 19884-1411 vs. LUKE C SICARD
Docket No. 03-1710-CD (CP CLEARFIELD COUNTY)
Collection Matter

Dear Mr./Ms. SICARD:

We enclose a 10-Day Notice pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure.

Sincerely,

WOLFSON & ASSOCIATES, P.C.


Amy F. Wolfson, Esquire

AFW/llb

Enclosure

THIS LETTER AND ANY FUTURE LETTERS FROM OUR FIRM ARE AN ATTEMPT TO
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411
Plaintiff

: No. 03-1710-CD
:
:
:
:
:
:
:
:
:
:

vs.

LUKE C SICARD

Defendant

TO: LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

DATE OF NOTICE: January 13, 2004

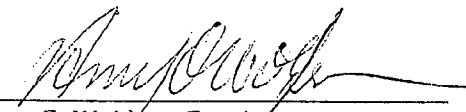
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU FAILED TO TAKE THE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Court Administrator
Clearfield County Court House
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641 x 32

BY:


Amy F. Wolfson, Esquire
WOLFSON & ASSOCIATES, P.C.
267 East Market Street
York, Pennsylvania 17403-2000
Telephone: (717) 846-1252
I.D. # 87062
Attorney for Plaintiff

FILED

M 1:30 ~~to~~ Pl 30.00
M 1:30 ~~to~~ Pl 30.00
MAR 08 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

MBNA America Bank, N.A.
Plaintiff(s)

No.: 2003-01710-CD

Real Debt: \$25,989.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Luke C. Sicard
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 8, 2004

Expires: March 8, 2009

Certified from the record this 8th day of March, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
P.R.C.P. 3101 to 3149

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

vs.

LUKE C SICARD

RR 1 BOX 494

DU BOIS PA 15801-8721

Defendant(s)

JUDGMENT NO. 031710CD Prothonotary/Clerk of Courts *Shiff*

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

To the Prothonotary: PLEASE ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

- (1) Directed to the Sheriff of CLEARFIELD COUNTY, Pennsylvania;
- (2) against, LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

, Defendant(s);

- (3) and against, TIMBERLAND FEDERAL CU
821 BEAVER DR
DU BOIS PA 15801-2511

, Garnishee(s);

- (4) and index this writ

(a) against, LUKE C SICARD

, Defendant(s) and

(b) against, TIMBERLAND FEDERAL CU

, Garnishee(s),

as a lis pendens against the real property of the Defendant(s) in the name of the
Garnishee(s) as follows:

(Specifically describe property) *** GARNISH ONLY ***

You are directed to attach the property of the Defendant(s) not levied upon in the
possession of TIMBERLAND FEDERAL CU

821 BEAVER DR

DU BOIS PA 15801-2511

Garnishee(s)

All accounts including but not limited to all savings, checking and other accounts,
certificates of deposit, notes receivables, collateral, pledges, documents of
title, securities, coupons and safe deposit boxes.

Amount due

\$ 26136.27

Interest from 03/08/2004

To Be Determined

At an interest rate of 6% per year

125.00

Prothonotary costs

Total \$ 26136.27 Plus costs & interest

Dated: 9/28/05

Call

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Bruce H. Cherkis #18837 / Philip C. Warholc #86341
Ronald S. Canter #94000 / Ronald M. Abramson #94266
Donald P. Shiffer #89451 / Andrew C. Spears #87737
WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
Attorneys in the Practice of Debt Collection

4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011 / (717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

MBNA America Bank, N.A.

Vs.

NO.: 2003-01710-CD

Luke C. Sicard

Timberland Federal CU
Garnishee

 **COPY**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MBNA AMERICA BANK, N.A., Plaintiff(s) from LUKE C. SICARD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Timberland Federal CU
Garnishee(s) as follows: All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$26,136.27
INTEREST from 03/08/2004 at
an interest rate of 6% per year: To Be Determined
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/17/2005

PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Amy F. Doyle, Esq.
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101017
NO: 03-1710-CD
SERVICE # 1 OF 1
WRIT OF EXECUTIONS, INTERROGATORIES

PLAINTIFF: MBNA AMERICA BANK, N.A.
vs.
DEFENDANT: LUKE C. SICARD
TO: TIMBERLAND FEDERAL CU, GARNISHEE

SHERIFF RETURN

NOW, November 30, 2005 AT 2:10 PM SERVED THE WITHIN WRIT OF EXECUTIONS, INTERROGATORIES ON
TIMBERLAND FEDERAL CU DEFENDANT AT 821 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO JEN EISMAN, ASSISTANT MANAGER A TRUE AND ATTESTED COPY OF
THE ORIGINAL WRIT OF EXECUTIONS, INTERROGATORIES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
0/9:05 am
DEC 16 2005

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	959813	10.00
SHERIFF HAWKINS	WOLPOFF	959813	36.80

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilyn Hamn

Chester A. Hawkins
Sheriff

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
P.R.C.P. 3101 to 3149

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD
MAIL STOP 1411
WILMINGTON DE 19884-1411

Plaintiff

vs.

LUKE C SICARD

RR 1 BOX 494
DU BOIS PA 15801-8721

Defendant(s)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

NOV 17 2005

JUDGMENT NO. 031710CD

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

To the Prothonotary: PLEASE ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

- (1) Directed to the Sheriff of CLEARFIELD COUNTY, Pennsylvania;
(2) against, LUKE C SICARD
RR 1 BOX 494
DU BOIS PA 15801-8721

, Defendant(s);

- (3) and against, TIMBERLAND FEDERAL CU
821 BEAVER DR
DU BOIS PA 15801-2511

, Garnishee(s);

- (4) and index this writ

(a) against, LUKE C SICARD

, Defendant(s) and

(b) against, TIMBERLAND FEDERAL CU, Garnishee(s),

as a lis pendens against the real property of the Defendant(s) in the name of the
Garnishee(s) as follows:

(Specifically describe property) *** GARNISH ONLY ***

You are directed to attach the property of the Defendant(s) not levied upon in the
possession of TIMBERLAND FEDERAL CU

821 BEAVER DR
DU BOIS PA 15801-2511

Garnishee(s)

All accounts including but not limited to all savings, checking and other accounts,
certificates of deposit, notes receivables, collateral, pledges, documents of
title, securities, coupons and safe deposit boxes.

Amount due
Interest from 03/08/2004
At an interest rate of 6% per year

\$ 26136.27

To Be Determined

105.00

Prothonotary costs

Total \$ 26136.27 Plus costs & interest

Dated: 9/28/05

Call

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Bruce H. Cherkis #18837 / Philip C. Warholc #86341
Ronald S. Canter #94000 / Ronald M. Abramson #94266
Donald P. Shiffer #89451 / Andrew C. Spears #87737
WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011 / (717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

MBNA America Bank, N.A.

Vs.

NO.: 2003-01710-CD

Luke C. Sicard

Timberland Federal CU
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

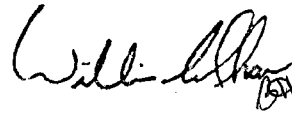
To satisfy the debt, interest and costs due MBNA AMERICA BANK, N.A., Plaintiff(s) from LUKE C. SICARD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Timberland Federal CU
Garnishee(s) as follows: All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$26,136.27
INTEREST from 03/08/2004 at
an interest rate of 6% per year: To Be Determined
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/17/2005

PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17 day
of Nov. A.D. 2005
At 3:30 ~~AM~~ P.M.

Chester A. Hawkins
Sheriff by Mauley Harris

Requesting Party: Amy F. Doyle, Esq.
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

MBNA America Bank, N.A.

Vs.

NO.: 2003-01710-CD

Luke C. Sicard

Timberland Federal CU
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MBNA AMERICA BANK, N.A., Plaintiff(s) from LUKE C. SICARD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Timberland Federal CU
Garnishee(s) as follows: All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$26,136.27
INTEREST from 03/08/2004 at
an interest rate of 6% per year: To Be Determined
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/17/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17 day
of Nov A.D. 2005
At J:W A.M./P.M.

Chester A. Hawchins
Sheriff
by Maury Harr

Requesting Party: Amy F. Doyle, Esq.
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
655 PAPER MILL ROAD

: NO. 031710CD

:

Plaintiff

:

vs.

CIVIL ACTION-LAW

:

LUKE C SICARD

:

RR 1 BOX 494

:

DU BOIS PA 15801-8721

:

Defendant(s)

INTERROGATORIES TO GARNISHEE IN AID OF EXECUTION

TO:

PURSUANT TO RULE 3114 OF THE RULES OF CIVIL PROCEDURE, THE FOLLOWING INTERROGATORIES HAVE BEEN SERVED UPON YOUR INSTITUTION. GARNISHEE IS HEREBY REQUIRED TO ANSWER EACH OF THE FOLLOWING INTERROGATORIES SEPARATELY AND FULLY. PLEASE COMPLETE THE FOLLOWING INTERROGATORIES TO ASSIST THE CREDITOR'S EFFORTS TO SATISFY THE LAWFUL OBLIGATION OF THE ABOVE REFERENCED DEBTOR(S).

IMPORTANT NOTICES AND INSTRUCTIONS TO GARNISHEE

A. You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

B. The term "Defendant(s)" means the individual(s) or entity against whom the Writ of Execution was issued.

C. "You" means the main office and all branch offices, representatives, employees, and agents of your organization.

D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment which is in your possession, custody or control is attached, including all property of the Defendant(s) which comes into your possession thereafter.

E. These Interrogatories are considered to be continuing and therefore should be modified or supplemented as you receive further or additional information.

F. Where exact information cannot be furnished, estimated information is to be supplied. When an estimate is to be used, it should be identified as such, and an explanation should be given as to the basis on which the estimate is made, and the reason the exact information cannot be furnished.

G. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, representatives, and attorneys.

SS# 434 84 6277

5. PROPERTY: At the time you were served or at any subsequent time, was there in your possession, custody, or control or in the joint possession, custody, or control of yourself and one or more other persons any property of any nature owned solely or in part by any Defendant(s)? If so, please describe for each Defendant(s) each item of property including its value.

6. REAL PROPERTY: At the time you were served or at any subsequent time, did you hold legal, or equitable title to any property of any nature owned solely or in part by the Defendant(s) or in which and Defendant(s) held or claimed any interest? If so, describe for each Defendant(s) each item of property including its value and the interest held by the Defendant(s).

7. PROPERTY HELD AS A FIDUCIARY: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which any Defendant(s) had an interest? If so, please describe for each Defendant(s) the nature of the property including its value and the interest of Defendant(s).

8. TRANSFER OF PROPERTY: At any time before or after you were served, did any Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent. If so, for each Defendant(s) describe the property transferred or delivered including the dates of delivery or transfer and state the consideration paid.

9. FEES OUTSTANDING TO GARNISHEE: Are there any attorneys fees or processing fees charged by you against the Defendant(s) or account(s) of the Defendant(s) for the completion of this Answer. If yes, outline the exact amount of any fees due and owing to the garnishee or the attorney for the garnishee for the preparation of the Answer.

Wol

Amy F. Doyle	#87062
Daniel F. Wolfson	#20617
Bruce H. Cherkis	#18837
Philip C. Warholic	#86341
Ronald M. Abramson	#94266
Ronald S. Canter	#94000
Donald P. Shiffer	#89451
Andrew C. Spears	#87737

WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

Date:

9/28/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N A
Plaintiff

NO. 031710CD

vs.

CIVIL ACTION - LAW

LUKE C SICARD
CELINA SICARD

Defendant(s)

vs.

Timberland FCU

Garnishee

Garnishee: Timberland FCU
821 Beaver Dr
Dubois, Pa 15801-2511

FILED *Any pd. 20.00*
m/12/43/04
JAN 03 2006 *ICC Notice*
to E. Carnish
William A. Shaw
Prothonotary/Clerk of Courts
2 CC & Stater.
to Amy
(6k) J

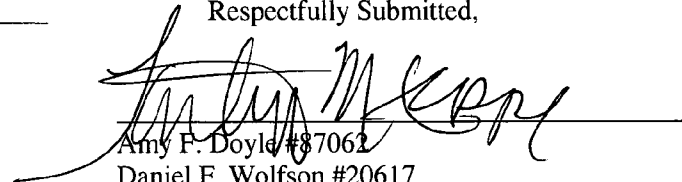
PRAECIPE FOR JUDGMENT UPON ADMISSION

To the Prothonotary:


Please enter judgment in favor of the Plaintiff and against the Garnishee, Timberland FCU, in the amount of \$3,109.83, as admitted in the answer to Interrogatories to be in the possession of Garnishee. The amount of the judgment together with interest and costs of the Plaintiff against the Defendant is \$28,479.95.

Dated: 12/23/05

Respectfully Submitted,



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholc #86341
Andrew C. Spears #87737
David R. Galloway #87326
Tonilyn M. Chippie #87852
Ronald M. Abramson #94266
Ronald S. Canter #94000
Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

 COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

MBNA America Bank, N.A., Plaintiff

Vs.

No. 2003-01710-CD

Luke C. Sicard, Defendant

Timberland Federal CU, Garnishee


To: Timberland FCU, Garnishee

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$3,109.83 on January 3, 2006.

William A. Shaw
Prothonotary

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

 COPY

MBNA America Bank, N.A.
Plaintiff(s)

No.: 2003-01710-CD

Real Debt: \$3,109.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Luke C. Sicard, Defendant

Entry: \$20.00

Timberland Federal CU
Garnishee

Instrument: Judgment upon Admission against
Garnishee ONLY

Date of Entry: January 3, 2006

Expires: January 3, 2011

Certified from the record this 3rd day of January, 2006.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK

Plaintiff

NO. 031710CD

vs.

CIVIL ACTION – LAW

LUKE C. SICARD

Defendant(s)

vs.

TIMBERLAND FCU

Garnishee(s)

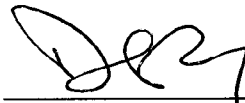
PRAECIPE TO DISSOLVE GARNISHMENT

To the Prothonotary:

Please release the Lis Pendes against TIMBERLAND FCU, garnishee in the above –entitled case.

Dated: 1/13/06

Respectfully Submitted,



Amy F. Doyle #87062

Daniel F. Wolfson #20617

Philip C. Warholc #86341

Andrew C. Spears #87737

David R. Galloway #87326

Tonilyn M. Chippie #87852

Ronald M. Abramson #94266

Ronald S. Canter #94000

Bruce H. Cherkis #18837

WOLPOFF & ABRAMSON, LLP

Attorneys in the Practice of Debt Collection

4660 Trindle Rd., 3rd Floor

Camp Hill, PA 17011

(717) 303-6700

W&A File No. 101201964

FILED

JAN 30 2006

m/4-001-00 (60)

William A. Shaw

Prothonotary/Clerk of Courts

3 sent to Att