

04-1211-CD  
MBNA AMERICA BANK, NA VS JOELLEN PAPE

MBNA America vs Jo Ellen Pape  
2004-1211-CD

## 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

NO. 2004-1211-CD

Plaintiff

VS.

CIVIL ACTION - LAW

JOELLEN PAPE

1628 TREASURE LK  
DU BOIS PA 15801-9044

Defendant(s)

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 an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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 corte de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y podria 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.

PA Lawyer Referral Service  
Pennsylvania Bar Assn.  
P.O. Box 186

Harrisburg  
800-692-7375

PA 17108

FILED

AUG 09 2004

William A. Shaw  
Prothonotary

## 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

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DU BOIS PA 15801-9044

:

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Defendant(s)

## COMPLAINT

Now comes the Plaintiff, MBNA AMERICA BANK, N.A. , by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and files this Complaint and in support avers as follows:

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

is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.

2. Defendant, JOELLEN PAPE , is an adult individual with a last known address of

1628 TREASURE LK  
 DU BOIS PA 15801-9044

COUNTY OF CLEARFIELD

3. It is averred that Defendant(s) was/were issued an open end credit card account. The Terms and Conditions governing this account is attached hereto, incorporated herein and marked as Exhibit "A".

4. At all relevant times material hereto, Defendant(s) has/have used said charge card for the purchase of products, goods and/or for obtaining services.

5. Plaintiff provided Defendant(s) with copies of the Statements of Account showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant(s).

6. Pursuant to the Agreement concerning this account, 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.

7. This matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant(s) 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".

8. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant(s) and/or any authorized users is the sum of \$ 35144.62

9. Despite reasonable and repeated demands for payment, Defendant(s) has/have failed, refused and continue(s) to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

10. The amount in controversy exceeds 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(s), JOELLEN PAPE , in the amount of \$ 35144.62 plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

*Philip C. Warholi*

Amy F. Doyle	#87062
Daniel F. Wolfson	#20617
Bruce H. Cherkis	#18837
Philip C. Warholi	#86341

WOLPOFF & ABRAMSON, L.L.P.

Attorneys in the Practice of Debt Collection  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
Counsel for Plaintiff

## ATTORNEY VERIFICATION

I hereby state that I am the attorney for the Plaintiff, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, am authorized to take this verification on behalf of said Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my 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:


  
\_\_\_\_\_  
Amy F. Doyle #87062  
Daniel F. Wolfson #20617  
Bruce H. Cherkis #18837  
Philip C. Warholi #86341  
WOLPOFF & ABRAMSON, L.L.P.  
Attorneys in the Practice of Debt Collection  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
Counsel for Plaintiff

EXHIBIT "A"

## 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, VT, 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 for 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). Family leave benefits are not paid if you are eligible for or

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 79.74c; 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(11/99), 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-Z, L-S-G 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-Z(8/92)(3.53RA). First Fortis Life (NY Life only)/NYLM001 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. Solicitors agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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, MO, MN, 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 separate write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

limit. If you attempt a transaction that 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.

### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-896-3698.

### **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 Claims regarding the applicability of this Arbitration and 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](http://www.arb-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 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 any 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 limitations and shall honor any claims or privilege 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 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, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party

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 codefendant 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 such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT 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.



## Credit Card Agreement Additional Terms and Conditions

### Selected Sections

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## **Your Contract With Us**

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 definitions contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions 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 benefits 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.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or 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 and with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or 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 and experience information (such as purchases and payments), 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 about 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

nonfinancial 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 other 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 agreements, with government entities in response to subpoenas or 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](http://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 May Monitor and Record Telephone Calls* and *Arbitration and Litigation* and when used in each of the sections relating to payment of 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 and to any other person with authorization to use this account pursuant to this Agreement.

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

If we use a capitalized term in this document but 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 this 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 representative 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 your cards, access checks, 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 Balance 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 (which will be then classified as a Bank Cash Advance) is the date that the corresponding payment 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 presentment or return it unpaid to the person who 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 financial institutions located outside the United States.

### **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. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as 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 refuse to release from liability any person who is responsible to pay 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 the 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 presentment or return it uncredited to the person who 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 Currencies**

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. 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 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 in 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) 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;
- (3) 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;
- (4) 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
- (5) 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 state abandoned-property laws, 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 any provider of goods or services.

### **We May Suspend or Close Your Account**

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

### **You May Close Your Account**

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

### **Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we 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 this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. 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 fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

### **We May Sell Your Account**

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

### **Your Credit Limit**

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

The amount shown on your monthly statement as Cash Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded.

### **What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit.

**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 Joellen Pape**  
**File Number: FA0309000195423**  
**Claimant File Number: 4500660047244742**

Joellen Pape  
1628 Treasure Lk  
DU BOIS, PA 158019044

**RESPONDENT(s).**

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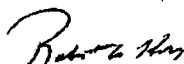
The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 09/12/2003 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 Respondent has filed a response with the Forum and served it on the Claimant.
5. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
6. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
7. That the Arbitrator has reviewed all evidence and information submitted in this case.
8. 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 \$35,144.62.

Entered in the State of Pennsylvania

  
Robert A. Korn, Esq.  
Arbitrator

Date: 01/10/2004

**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  
01/10/2004

**FILED**

AUG 09 2004

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MENA AMERICA BANK, N.A. : No. 20041211CD  
655 PAPER MILL ROAD :  
MAIL STOP 1411 :  
WILMINGTON DE 19884-1411 :

Plaintiff :

vs. :

JOELLEN PAPE :

1628 TREASURE LK :  
DU BOIS PA 15801-9044 :

Defendant(s) :

PRAECIPE TO DISMISS

PLEASE MARK THE ABOVE-ENTITLED CASE AS DISMISSED WITHOUT PREJUDICE.

Respectfully submitted,

By:

*Cell*  
Amy F. Doyle #87052 / Daniel F. Wolfson #20617  
Philip C. Warholio #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, 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

CC: JAMES WALSH  
PO BOX 280  
JOHNSTOWN, PA 15907

PALN4/PALN4 W&A FILE NO. 110174356

FILED <sup>NO</sup>cc  
m/10:10/31/2  
NOV 22 2005 Cert. of Disc.  
William A. Shaw to Amy  
Prothonotary/Clerk of Courts  
Copy to CIA  
@

**FILED**  
**NOV 22 2005**  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MBNA America Bank, N.A.

Vs.  
Jo Ellen Pape

No. 2004-01211-CD

**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 November 22, 2005, marked:


Dismissed without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Wolpoff & Abramson, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of November A.D. 2005.

---

William A. Shaw, Prothonotary

 COPY

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

MBNA AMERICA BANK

VS.

PAPE, JOELLEN

COMPLAINT

Sheriff Docket #

16089

04-1211-CD

**SHERIFF RETURNS**

NOW SEPTEMBER 9, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JOELEN PAPE, DEFENDANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

WAS HOLDING FOR SURCHARGE FEE FROM ATTORNEY. CASE WAS DISCONTINUED WITHOUT SHERIFF RETURN BEING FILED. MARKED AS OFFICE CREDIT 6/12/07.

**Return Costs**

Cost	Description
------	-------------

14.74	SHERIFF HAWKINS PAID BY: ATTY CK# 708087
-------	--

10.00	SURCHARGE PAID BY: <i>office credit</i>
-------	---

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ <sup>2007</sup>~~2004~~

So Answers,

*Chester A. Hawkins*  
*by Maudie Harris*

Chester A. Hawkins

Sheriff

**FILED**

012:56 PM  
JUN 12 2007

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

NO. 2004-1211-00

Plaintiff

VS.

CIVIL ACTION - LAW

JOELLEN PAPE

1628 TREASURE LK  
DU BOIS PA 15801-9044

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

AUG 09 2004

Attest.

*William L. P.*  
Prothonotary/  
Clerk of Courts

Defendant(s)

## 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 an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

## 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 corte de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y podria 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.

PA Lawyer Referral Service  
Pennsylvania Bar Assn.  
P.O. Box 186

Harrisburg  
800-692-7375

PA 17108

## 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

: NO.

:

:

:

Plaintiff

:

VS.

CIVIL ACTION - LAW

:

JOELLEN PAPE

:

1628 TREASURE LK

DU BOIS PA 15801-9044

:

:

Defendant(s)

## COMPLAINT

Now comes the Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and files this Complaint and in support avers as follows:

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

is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.

2. Defendant, JOELLEN PAPE, is an adult individual with a last known address of

1628 TREASURE LK  
 DU BOIS PA 15801-9044

COUNTY OF CLEARFIELD

3. It is averred that Defendant(s) was/were issued an open end credit card account. The Terms and Conditions governing this account is attached hereto, incorporated herein and marked as Exhibit "A".

4. At all relevant times material hereto, Defendant(s) has/have used said charge card for the purchase of products, goods and/or for obtaining services.

5. Plaintiff provided Defendant(s) with copies of the Statements of Account showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant(s).

6. Pursuant to the Agreement concerning this account, 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.

7. This matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant(s) 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".

8. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant(s) and/or any authorized users is the sum of \$ 35144.62

9. Despite reasonable and repeated demands for payment, Defendant(s) has/have failed, refused and continue(s) to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

10. The amount in controversy exceeds 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(s), JOELLEN PAPE , in the amount of \$ 35144.62 plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

*Philip C. Warholick*

[COPY]

Amy F. Doyle	#87062
Daniel F. Wolfson	#20617
Bruce H. Cherkis	#18837
Philip C. Warholick	#86341

WOLPOFF & ABRAMSON, L.L.P.  
Attorneys in the Practice of Debt Collection  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
Counsel for Plaintiff

## ATTORNEY VERIFICATION

I hereby state that I am the attorney for the Plaintiff, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, am authorized to take this verification on behalf of said Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my 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:

*Philip C. Warholic*  
[COPY]

Amy F. Doyle #87062  
Daniel F. Wolfson #20617  
Bruce H. Cherkis #18837  
Philip C. Warholic #86341  
WOLPOFF & ABRAMSON, L.L.P.  
Attorneys in the Practice of Debt Collection  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
Counsel for Plaintiff





loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or 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](http://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 May Monitor and Record Telephone Calls* and *Arbitration and Litigation* and when used in each of the sections relating to payment of 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 and to any other person with authorization to use this account pursuant to this Agreement.

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

If we use a capitalized term in this document but 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 this Agreement are in the sentences that follow and not the heading.

### **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 representative 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 your cards, access checks, account number, or other 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 Balance 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 (which will be then classified as a Bank Cash Advance) is the date that the corresponding payment 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 presentment or return it unpaid to the person who 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.

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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.

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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. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as 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 refuse to release from liability any person who is responsible to pay 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 the 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 presentment or return it uncredited to the person who 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 Currencies**

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. 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 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 in 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) 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;
- (3) 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;
- (4) 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
- (5) 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 state 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 any provider of goods or services.

### **We May Suspend or Close Your Account**

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

### **You May Close Your Account**

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

### **Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we 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 this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. 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 fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

### **We May Sell Your Account**

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

### **Your Credit Limit**

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

The amount shown on your monthly statement as Cash Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded.

### **What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit.

limit. If you attempt a transaction that 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.

### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-896-3698.

### **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 Claims regarding the applicability of this Arbitration and 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](http://www.arb-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 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 any 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 limitations and shall honor any claims or privilege 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 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, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party

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 codefendant 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 such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT 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.

## 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, VT, 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 for 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). Family leave benefits are not paid if you are eligible for or

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 79.74c; 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(11/99), 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-Z, L-S-G 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-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM001 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. Solicitors agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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, MO, MN, 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 separate write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

6821

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 Joellen Pape**  
**File Number: FA0309000195423**  
**Claimant File Number: 4500660047244742**

Joellen Pape  
1628 Treasure Lk  
DU BOIS, PA 158019044

**RESPONDENT(s).**

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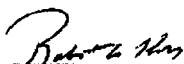
The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 09/12/2003 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 Respondent has filed a response with the Forum and served it on the Claimant.
5. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
6. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
7. That the Arbitrator has reviewed all evidence and information submitted in this case.
8. 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 \$35,144.62.

Entered in the State of Pennsylvania

  
Robert A. Korn, Esq.  
Arbitrator

Date: 01/10/2004

**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  
01/10/2004



**FILED**

**JUN 12 2007**

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