MBNA America Bank v. Robert Larimer
2005-506-CD

05-506-CD
MBNA America Bank

Clearfield County Court of Common Pleas

ROA Report

Case: 2005-00506-CD

Current Judge: Fredric Joseph Ammerman

MBNA America Bank, N.A. vs. Robert W. Larimer

Civil Other

Date		Judge
04/11/2005	New Case Filed.	No Judge
	Filing: Plaintiff's Petition to Confirm Arbitration Award Pursant to 42 Pa. C.S.A. 7313 Paid by: Donald P. Shiffer, III, Esq. Receipt number: 1899220 Dated: 04/11/2005 Amount: $85.00 (Check) 3 cert. to Atty.	No Judge
04/13/2005	Rule, AND NOW, this 13th day of April, 2005, upon consideration of the plaintiff's Petition to Confirm Foreign Arbitration Award, a hearing shall be scheduled in the above action for the 6th day of May, 2005 at 2:30 p.m. in Courtroom Number 1. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 3CC to Atty	Fredric Joseph Ammerman
05/04/2005	Certificate of Service, Copy of Rule Scheduling a hearing on May 6, 2005, at 2:30 p.m., Plaintiff's Petition to Confirm Arbitration Award Pursuant to 42 Pa.C.S.A. 7313 and Memorandum of Law in Support of Plaintiff's Petition to Confirm Arbitration Award served upon Robert W. Larimer. Filed by Donald P. Shiffer, III. No CC	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., P.O. Box 15718 Wilmington, DE 19850 Plaintiff	:	CIVIL DIVISION NO. 05-506-CD
vs.	:	CIVIL ACTION – LAW
ROBERT W LARIMER, 241 Hill St. Falls Creek, PA 15840 Defendant	:	

Filed on behalf of:

Plaintiff, MBNA AMERICA BANK, N.A.

Counsel of record for this party:

Amy F. Doyle, Esquire #87062
Daniel F. Wolfson, Esquire #20617
Philip C. Warholic, Esquire #86341
X Donald P. Shiffer, III, Esquire #89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
267 East Market Street
York, PA 17403
(717) 846-1252

FILED
APR 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

3cc Atty
Atty pd 85.00

orig. to C/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., Plaintiff	:	NO.
vs.	:	CIVIL ACTION - LAW
ROBERT W LARIMER Defendant	:	

PLAINTIFF'S PETITION TO CONFIRM
ARBITRATION AWARD PURSUANT TO 42 Pa.C.S.A. §7313

AND NOW, TO WIT, this 6th day of April, 2005, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files the following Petition to Confirm Arbitration Award, and in support avers as follows:

1. Plaintiff/Petitioner, 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/Respondent, ROBERT W LARIMER, is an adult individual with a last known address of 241 Hill St., Falls Creek, CLEARFIELD County, PA 15840.

3. That pursuant to the credit card agreement, which Defendant/Respondent received during the time period in which Plaintiff/Petitioner issued Defendant/ Respondent an open end credit card account, and in which Defendant/Respondent utilized said credit card account, the parties agreed that this matter be referred to the National Arbitration Forum (NAF) for Arbitration in the event of any claim and/or dispute if the account is referred to collection. A

CA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., P.O. Box 15718 Wilmington, DE 19850 Plaintiff	:	CIVIL DIVISION NO. 05-506-CD
vs.	:	CIVIL ACTION – LAW
ROBERT W LARIMER, 241 Hill St. Falls Creek, PA 15840 Defendant	:	

Filed on behalf of:

Plaintiff, MBNA AMERICA BANK, N.A.

Counsel of record for this party:

Amy F. Doyle, Esquire #87062
Daniel F. Wolfson, Esquire #20617
Philip C. Warholic, Esquire #86341
Donald P. Shiffer, III, Esquire #89451
Wolpoff & Abramson, LLP
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FILED 3cc Atty
m/ 2:11 BOT
APR 11 2005 Atty pd 85.00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., Plaintiff	:	NO.
vs.	:	CIVIL ACTION - LAW
ROBERT W LARIMER Defendant	:	

RULE

AND NOW, this _____ day of _____, 2005, upon the consideration of the foregoing Petition to Confirm Arbitration Award, it is ORDERED that the parties to this action show cause, if any they have, why this Motion should not be granted.

RULE RETURNABLE _____ days from the date of service hereof.

BY THE COURT:

_____
Judge

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., Plaintiff	:	NO.
vs.	:	CIVIL ACTION - LAW
ROBERT W LARIMER Defendant	:	

RULE

AND NOW, this 13th day of APRIL, 2005, upon consideration of the within Plaintiff's Petition to Confirm Foreign Arbitration Award, a hearing shall be scheduled in the above captioned action for the 6 day of May, 2005, at 2:30 ~~a.m.~~/p.m., in Court Room Number 1 of the CLEARFIELD County Court House.

BY THE COURT:

Fredric J Ammerman
J.

FILED
APR 13 2005
01:40 PM
William A. Shaw
Prothonotary/Clerk of Courts
3 cens to Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., Plaintiff	:	NO.
vs.	:	CIVIL ACTION - LAW
ROBERT W LARIMER Defendant	:	

ORDER

AND NOW, this _____ day of _____, 200_, upon consideration of Plaintiff's Petition to Confirm Arbitration Award, it is hereby ORDERED that Plaintiff's Arbitration Award is confirmed, pursuant to 42 Pa.C.S.A. §7313, and that judgment be entered in favor of Plaintiff and against Defendant in the amount of Thirteen Thousand Five Hundred Ninety Three and 13/100 ($13,593.13) Dollars.

BY THE COURT:

_____
J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., Plaintiff	:	NO.
vs.	:	CIVIL ACTION - LAW
ROBERT W LARIMER Defendant	:	

PLAINTIFF'S PETITION TO CONFIRM
ARBITRATION AWARD PURSUANT TO 42 Pa.C.S.A. §7313

AND NOW, TO WIT, this 6th day of April, 2005, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files the following Petition to Confirm Arbitration Award, and in support avers as follows:

1. Plaintiff/Petitioner, 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/Respondent, ROBERT W LARIMER, is an adult individual with a last known address of 241 Hill St., Falls Creek, CLEARFIELD County, PA 15840.

3. That pursuant to the credit card agreement, which Defendant/Respondent received during the time period in which Plaintiff/Petitioner issued Defendant/ Respondent an open end credit card account, and in which Defendant/Respondent utilized said credit card account, the parties agreed that this matter be referred to the National Arbitration Forum (NAF) for Arbitration in the event of any claim and/or dispute if the account is referred to collection. A

true and correct copy of said Credit Card Agreement Additional Terms and Conditions is attached hereto, incorporated herein and marked as Exhibit "A".

4. That in early 1999, Plaintiff/Petitioner forwarded to Defendant/Respondent a document titled, "Important Amendments To Your Credit Card Agreement." A true and correct copy of said document is attached hereto, incorporated herein and marked as Exhibit "B".

5. That said document again provided Defendant/Respondent with details of the Arbitration clause, pertaining to Defendant/Respondent's open end credit card account, in the event of any claim and/or dispute if said account is referred to collection, and further afforded Defendant/Respondent until January 25, 2000, to notify Plaintiff/Petitioner by written correspondence that Defendant/Respondent did not wish for Defendant/ Respondent's account to be subject to said Arbitration Section. See Exhibit "B" as previously identified and incorporated herein.

6. That Defendant/Respondent did not forward any written correspondence to Plaintiff/Petitioner by January 25, 2000, in order to opt out of the Arbitration process.

7. That Defendant/Respondent subsequently defaulted on the terms of the aforementioned credit card agreement by failing to pay Plaintiff/Petitioner as required pursuant to the terms of said credit card agreement.

8. That Plaintiff/Petitioner subsequently referred this matter to the NAF for Arbitration, and the Plaintiff/Petitioner then forwarded to Defendant/Respondent a Notice of Arbitration and Arbitration Claim form, and said documents explained Defendant/Respondent's rights and options pursuant to the Arbitration process. A true and correct copy of Notice of

Arbitration and Arbitration Claim form are attached hereto, incorporated herein and marked as Exhibit "C".

9. That said Notice of Arbitration and Arbitration Claim form were received by Defendant/Respondent on or about February 2, 2004. A true and correct copy of the proof of service is attached hereto, incorporated herein and marked as Exhibit "D".

10. That an Arbitration occurred in this matter on April 5, 2004, and both parties were provided with full opportunity in which to present any evidence and their position in regards to this matter at said Arbitration.

11. That an Arbitration Award was entered on April 5, 2004, in favor of Plaintiff/Petitioner and against Defendant/ Respondent in the amount of Thirteen Thousand Five Hundred Ninety Three and 13/100 ($13,593.13) Dollars. A true and correct copy of the Arbitration Award is attached hereto, incorporated herein and marked as Exhibit "E".

12. That the Arbitrator in this matter certified the following in issuing the Arbitration Award in this matter: that the parties entered into an agreement providing that this matter shall be resolved in accordance with the National Arbitration Forum Code of Procedure; that Plaintiff filed a claim with the Forum and served it upon Defendant; that the parties had the opportunity to present all evidence and information to the Arbitrator; that the Arbitrator reviewed all evidence and information submitted; and that the information and evidence submitted supported the issuance of an Award in favor of Plaintiff.

13. That the Credit Card Agreement Additional Terms and Conditions and

document titled, "Important Amendments To Your Credit Card Agreement" both state that judgment upon any arbitration award may be entered in any Court having jurisdiction.

14. That Plaintiff/Petitioner has filed the within Petition, pursuant to the Uniform Arbitration Act, in an attempt to obtain judgment against Defendant/Respondent in a forum which is better suited to secure a collectible judgment against Defendant/ Respondent, as the aforementioned Arbitration Award is non-binding and unenforceable outside the scope of the Court of Common Pleas.

15. That Plaintiff/Petitioner is entitled to the relief requested in the within Petition due to the fact that the aforementioned Arbitration Award was properly obtained by Plaintiff/Petitioner; because this Honorable Court has jurisdiction over the Defendant/Respondent to confirm the aforementioned Arbitration Award; and because Defendant/Respondent did not make an application, pursuant to 42 Pa.C.S.A. §7314, within thirty (30) days of receipt of the aforementioned Arbitration Award, with the Court to have said Arbitration Award vacated, modified and/or corrected.

WHEREFORE, Plaintiff/Petitioner respectfully requests that this Honorable Court confirm the Plaintiff's Arbitration Award, pursuant to 42 Pa.C.S.A. §7313, and enter judgment in favor of Plaintiff and against Defendant in the amount of Thirteen Thousand Five Hundred Ninety Three and 13/100 ($13,593.13) Dollars.

Respectfully submitted,

Amy F. Doyle, Esquire #87062
Daniel F. Wolfson, Esquire #20617
Philip C. Warholic, Esquire #86341
Donald P. Shiffer, III, Esquire #89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
267 East Market Street
York, PA 17403
(717) 846-1252
Counsel for Plaintiff

VERIFICATION

The undersigned, 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, he/she is authorized to take this verification on behalf of said Plaintiff/Petitioner in the within action and verifies that the statements made in the foregoing Petition are true and correct to the best of his/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.

Amy F. Doyle, Esquire #87062
Daniel F. Wolfson, Esquire #20617
Philip C. Warholic, Esquire #86341
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Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
267 East Market Street
York, PA 17403
(717) 846-1252
Counsel for Plaintiff

EXHIBIT "A"

Additional Terms and Conditions

Selected Sections

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 definition 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 Choices: 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 these 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 to 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 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 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 then be 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 check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for a

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. 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. 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 o 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 refe 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 satisfactio without the prior written approval of one of our senior offic You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor i upon presentment or return it uncredited to the person wh 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 t

Payment Holidays

We may allow you, from time to time, to omit a month payment. We will notify you when this option is available you omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimu Payment Due each month following a payment holiday.

Transactions Made in Foreign Currenc

If you make a transaction in a foreign currency, the trans will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regulatio conversion procedures in effect at the time that the trans is processed. Currently, those regulations and procedur provide that the currency conversion rate to be used is

(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) 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 the 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 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 or 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 or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall 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 or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions, 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 and result in the assessment of Overlimit Fees.

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. 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. 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 1-800-739-6701.

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.arbforum.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 fees, administrative and hearing fees that 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 received 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 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 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 $15,000, 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 (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 2 months of coverage (not MO & 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 coverages 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 54.3¢; AK 78¢; AZ 99.9¢; AR 99¢; CA 89.9¢; CO 90.6¢; CT 42.89¢; DE 99.9¢; DC 99.9¢; FL 89¢; GA 90.8¢; HI 89.9¢; ID 99.5¢ (L 8.8¢, D 16.8¢, U 34¢, F 20¢); IL 80.97¢; IN 96¢; IA 97.8¢ (L 7.7¢, D 16.6¢, U 34¢, F 20¢); KS 85.47¢; KY 97.4¢; LA 99.93¢; ME 53.05¢; MD 79.74¢; MA 15.7¢; MI 85.7¢; MN 51.47¢; MS 92.5¢; MO 61.1¢; MT 93.9¢; NE 95.8¢; NV 99.8¢; NH 95¢; NJ 97¢; NM 58.9¢; NY 92.5¢ (L 5.8¢, D 26.8¢, U 16.9¢); NC 71.3¢; ND 94.97¢; OH 99.9¢; OK 97.47¢; OR 80.3¢; PA 38.1¢; PR 99¢; RI 99.8¢; SC 78.8¢; SD 99.9¢; TN 92.5¢; TX 32.7¢ (L 4.8¢, D 12.9¢, U 16¢); UT 90.44¢; VT 34.92¢ (L 6.68¢, D 12.24¢, F 16¢); VA 84¢ (L 6.1¢, D 8.9¢, U 49¢, F 20¢); WA 89.39¢; WV 99.5¢; WI 99.6¢ (L 5.7¢, D 8.9¢, U 39¢, F 20¢); WY 99.7¢.

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(9/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/88) and LOIC-IP; Standard Guaranty/SG LOI (5/89) (NH only). Life & Disability: Union Security Life/L-1-2, 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-1-2(8/92)(3.33RA), First Fortis Life (NY Life only)/NYLM001 3, 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.

EXHIBIT "B"

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 remain in full force and effect.

- Please note that we have changed our address for disputes regarding the accuracy of your billing statement. We provide to a credit reporting agency. The address is MBNA, Credit Reporting Agencies, P. O. Box 17 034, Wilmington, DE 19884-0034.

- 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 Credit 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 $5.00; 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 $5.00).

- 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, Cash Fees, and Abandoned Property Charges) plus $10; or (2) 2% 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) may 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, 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 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.arbforum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to administer an arbitration, we may substitute another nationally recognized, independent arbitration organization that uses similar rules 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 order us to pay those fees. In no event will you be required to reimburse us for costs we will be ultimately responsible for paying. In no event will you be required to reimburse us for costs greater than what your court costs would be if the arbitration hearing were held in a state court with jurisdiction. Any arbitration hearing at the request of any party will take place at a location that includes your billing address at the time the Claim is filed, if that Claim had been resolved in a state court, or within the federal judicial district that includes your billing address at the time the Claim had been resolved in a federal court. This arbitration agreement is made pursuant to a transaction involving interstate commerce and is 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 claims of 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 in a private attorney general. You will not have the right to act as a class representative or participant in any Claim. This Arbitration Section does not apply to any lawsuits filed before the date this Arbitration Section is effective. However, this Arbitration Section applies to all Claims now in existence or that may arise in the future.

EXHIBIT
3
ALL-STATE INTERNATIONAL

account [illegible] 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, "you" or "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 this 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 [illegible], Wilmington, DE [illegible]. Clearly print or type your name and credit card 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 notice; do not send it with a payment. [illegible] receive your letter at the above address by January 25, 2000 or your rejection of the Arbitration Section will not be effective.

EXHIBIT "C"

14381

IN THE
NATIONAL ARBITRATION FORUM
CLAIM

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

RE:
Forum File Number: FA0401000226597
Claimant File Number: 0105732957
Account No.: 5490998276017572
Card member Agreement Type: AGMT90

CLAIMANT,

Robert W Larimer
Rr 1 Box 57A
Falls Creek PA 15840-9205

RESPONDENT(S),

For a Claim against Respondent(s), Claimant states:

1. By way of contract and use of the credit account at issue, Respondent(s) became bound by the terms of a credit agreement (hereinafter the "Agreement"), which is attached hereto and incorporated herein by reference.

2. Respondent(s) is/are in default under the terms of the Agreement and is/are now indebted to Claimant in the amount of $11067.29 , as reflected in the attached account summary, plus interest of $660.40 as of the date of filing, and at 6.00% thereafter.

3. Despite repeated demands for payment, Respondent(s) has/have not paid the amounts due.

4. Claimant requests an Award for the amounts reflected in Paragraph 2, plus all arbitration fees incurred, Process of Service fees and Attorney Fees of $1660.09 , if allowed by law, equaling 15% of the outstanding principal balance.

5. The attached Agreement contains a Delaware choice of law provision and a provision for "reasonable" attorney fees. Delaware law specifically provides that an attorney fee may be awarded in an amount up to 20% on an unpaid claim if allowed by law. See, 10 Del. Code Sec. 3912 (Pleading & Practice).

6. The attached Agreement contains a mandatory arbitration provision under the Rules of the National Arbitration Forum ("NAF").

The undersigned counsel for Claimant asserts, under penalty of perjury, that the information contained in this Claim and the supporting documents attached hereto are accurate based upon information provided by Claimant to the undersigned counsel.

WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection

By: Bruce H. Cherkis

Bruce H. Cherkis, Esq.
ADMITTED: (MD, DC, PA)
Counsel for the Claimant

If Respondent or counsel wishes to contact Claimant, please call or write:
Paralegal Department
Wolpoff & Abramson, L.L.P.
Two Irvington Centre
702 King Farm Blvd., 5th Floor
Rockville, MD 20850
1-800-830-2793

14382

SUMMARY OF ACCOUNT INFORMATION

ACCOUNT STATUS REPORT

Date Filed: 01/16/2004

Account Number: 5490998276017572

Cardmemeber Agreement: AGMT90

Primary Account Holder: ROBERT W LARIMER

Address: Rr 1 Box 57A

Falls Creek, PA 15840-9205

Home Phone:

Work Phone:

Social Security Number: 160308614

Secondary Account Holder:

Address:

,

Home Phone:

Work Phone:

Principal Balance: $11067.29

Interest Rate: 6%

Date Assigned: 01/17/2003

INFORMATION DRAWN FROM ACCOUNT RECORDS AND CURRENT AS OF THE DATE FILED

14383

NOTICE OF ARBITRATION

Dear Respondent,

AN ARBITRATION CLAIM HAS BEEN FILED AGAINST YOU.

Enclosed and served upon you is the Initial Claim. You may obtain a copy of the Code of Procedure, without cost, from the Claimant or from the Forum at WWW.ARBITRATION-FORUM.COM or 800/474-2371.

IF YOU DO NOT SERVE THE CLAIMANT AND FILE WITH THE FORUM A WRITTEN RESPONSE, AN AWARD MAY BE ENTERED AGAINST YOU. AN ARBITRATION AWARD MAY BE ENFORCED IN COURT AS A CIVIL JUDGMENT.

YOU HAVE THIRTY (30) DAYS TO RESPOND FROM RECEIPT OF SERVICE.

You have a number of options at this time. You may:

1. *Submit a written Response to the Claim*, stating your reply and defenses to the Claim, together with documents supporting your position. Your Response must be served on the Claimant and filed with the Forum. Read Forum Code of Procedure Rule 13. A Counter Claim, Cross-claim or Third Party Claim may also be served and filed, and accompanied by the fee as provided in the Fee Schedule. Forms for such Response and Claims may be obtained from the Forum. If you fail to respond in writing to the Claim, an Award may be entered against you and in favor of the Claimant and you will lose your case.

2. *Demand a Document Hearing or a Participatory Hearing*. You may request a Hearing in your Response or in a separate writing. Unless you have agreed otherwise, an In-person Participatory Hearing will be held in the Judicial District where you reside or do business. You may also request a hearing on-line or by telephone. Your written Request for a Hearing must be filed with the Forum. You must also serve a copy of your Request on the Claimant and any other Parties. Read Forum Code of Procedure Rules 25 and 26.

3. *Have other options*. You may seek the advice of an attorney or any person who may assist you regarding this arbitration. You should seek this advice promptly so that your Response can be served and filed within the time required by the Code of Procedure. If you have any questions or need help in responding, you may contact the Forum.

The Forum is an independent and impartial arbitration organization, which does not give legal advice or represent parties. THIS SUMMARY IS NOT A SUBSTITUTE FOR READING AND UNDERSTANDING THE CODE OF PROCEDURE WHICH GOVERNS THIS ARBITRATION.

The Forum
P.O. Box 50191
Minneapolis USA 55405-0191
(651) 631-1105 (800) 474-2371
info@arb-forum.com
ARBITRATION-FORUM.COM

EXHIBIT "D"

AIRBILL NUMBER	DATE	CHARGES	PU RTE/DB	DECLD.VAL.
RKV 57348240670	02/02/04	PREPAID	SD 815	

DHL EXPRESS (USA) INC.
1200 S PINE ISLAND ROAD
PLANTATION, FL 33324
WWW.DHL-USA.COM
1 800 CALL-DHL

SHIPPER AND CONSIGNEE

S H WOLPOFF & ABRAMSON 2 IRVINGTON CENTRE 3-131595172
702 KING FARM BLVD ROCKVILLE MD 20850

SENT BY NONE

C O ROBERT W LARIMER 0-
RR 1 BOX 57A FALLS CREEK PA 15840

ATTN

BILL TO X D37

ENTRY STATION: RKV
OPERATOR ID: /LD

131595172 RY6
WOLPOFF & ABRAMSON
2 IRVINGTON CENTRE
702 KING FARM BLVD
ROCKVILLE MD 20850

FACSIMILE
RKV 940 3300020
AIR WAYBILL

REF 105732957 0015A

NO.PCS	DESCRIPTION OF CONTENTS	SRVC	WEIGHT	SCL/CMM	TOTAL CHARGES
1		SDS	1 R 1	83009/Z3 S O	$ 10.41

A REWEIGHED AS 1

FREIGHT CHARGES	P/U #	PICKUP	DELIVERY	SHIP VALUE PROTECTION	FEES
4.65					$ 5.76

FEES APPLIED

FUEL SURCHARGE 5.5% APPLIED
DELIVERY AREA SURCHARGE
RESIDENTIAL DELIVERY
SIGNATURE REQUIRED FEE

ADVANCES ORIGIN	ADVANCE DEST.	C.O.D. FEE	C.O.D--->

THANK YOU FOR CHOOSING DHL

RECEIVED BY	TRFF.DEST AOO	DATE	TIME	STA
X LD R LARIMER RS 02355782 113 1	CTL-PIT	02/04/04	13:24	PIT

EXHIBIT "E"

NATIONAL

ARBITRATION

FORUM®

April 05, 2004

Robert W Larimer
Rr 1 Box 57A
FALLS CREEK, PA 158409205

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

RE: MBNA America Bank, N.A. v Robert W Larimer
File Number: FA0401000226597
Claimant Reference Number: 0105732957

Dear Parties:

Enclosed and served upon you by United States Mail is a copy of the **Award**, which has been entered in this matter.

This case is now closed with the National Arbitration Forum. All future inquiries regarding this case should be directed to the opposing party.

Sincerely,

Laura Johnson

Laura Johnson
Case Coordinator
Enclosure

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 Robert W Larimer
File Number: FA0401000226597
Claimant File Number: 5490998276017572

Robert W Larimer
Rr 1 Box 57A
FALLS CREEK, PA 158409205

RESPONDENT(s).

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 01/15/2004 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 $13,593.13.

Entered in the State of Pennsylvania

John Adam Kerns, Jr.

Date: 04/05/2004

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, Ret.
Director of Arbitration
04/05/2004

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. Plaintiff	:	NO. 05-506-CD
v.	:	CIVIL ACTION – LAW
ROBERT W. LARIMER, Defendant	:	

CERTIFICATE OF SERVICE

AND NOW, this 29th day of April, 2005, the undersigned hereby certify that the following individual was served with a copy of the **Rule scheduling a hearing on May 6, 2005, at 2:30 p.m., Plaintiff's Petition to Confirm Arbitration Award Pursuant to 42 Pa.C.S.A. §7313 and Memorandum of Law in Support of Plaintiff's Petition to Confirm Arbitration Award** in the above-captioned action by United States Mail, First-Class, Postage Prepaid and Certified Mail, Return Receipt Requested, addressed as follows:

Robert W. Larimer
241 Hill Street
Falls Creek, PA 15840

Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Donald P. Shiffer, III Esquire ID No. 89451
Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
267 East Market Street
York, PA 17403
(717) 846-1252
Counsel for Plaintiff

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MBNA AMERICA BANK, N.A. :

VS. : NO. 05-506-CD

ROBERT W. LARIMER :

O R D E R

NOW, this 6th day of May 2005, following discussion relative the Plaintiff's Petition to Confirm Forum Arbitration Award, the Court having ascertained that the Defendant is a resident of Jefferson County, Pennsylvania, and not Clearfield County, Pennsylvania, and has been during the course of the financial transactions which have lead to the arbitration award, it is the ORDER of this Court that the said case be and is hereby dismissed in Clearfield County. Nothing in this Order is to serve to preclude the Plaintiff from filing suit in Jefferson County, Pennsylvania.

BY THE COURT:

President Judge

FILED 6K
c/3:19 ICC Atty Shiffer
MAY 10 2005
ICC Def-
241 Hill St.
Falls Creek, 15840
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA America Bank
Plaintiff

NO. 05-506CD

vs.

CIVIL ACTION – LAW

Robert W. Larimer
Defendant

PRAECIPE TO DISCONTINUE

To the Prothonotary:

Please mark the above-entitled case as discontinued without prejudice.

Respectfully Submitted,

Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholic #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

105732911

FILED
M/12:17pm
APR – 3 2006
William A. Shaw
Prothonotary

2 cc & 1 Cert of disc to Atty Spears
1 cc & 1 Cert of disc to deft.
Copy to C/A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

MBNA America Bank, N.A.

Vs. **No. 2005-00506-CD**

Robert W. Larimer

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 April 3, 2006, marked:

Discontinued

Record costs in the sum of $85.00 have been paid in full by Donald P. Shiffer III Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of April A.D. 2006.

William A. Shaw, Prothonotary