

05-1107-CD

Anthony Thomas vs MBNA America Bank
2005-1107-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Anthony W. Thomas
(Plaintiff)

CIVIL ACTION

2419 Clearfield GlenRickey Hwy
(Street Address)

No. 2005-1107-CV

GlenRickey, Pa. 16837
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

VS.

MBNA America Bank
(Defendant)

Plaintiff/Defendant

1100 North King St.
(Street Address)

Wilmington, DE 19804
(City, State ZIP)

FILED

AUG 01 2005
0111:55/m
William A. Shaw, Jr.
Prothonotary/Clerk of Courts
2 Cents + 8 Cents

(Filed by)

(Address)

(Phone)

(Signature)

Complaint

Anthony W. Thomas
2419 Clearfield Glen Richey Hwy.
Glen Richey, Pa. 16837
814-236-3672
Plaintiff, *in propria persona*.

Anthony W. Thomas, : IN THE COURT OF Common Pleas
Plaintiff, : Clearfield, PENNSYLVANIA
VS. : Case No.:
MBNA America Bank, : CIVIL - LAW
Defendant(s). :

COMPLAINT; DEMAND FOR JURY TRIAL

COMES NOW, Anthony W. Thomas, Plaintiff and for causes of action against Defendant(s) and each of them alleges as follows:

FIRST CAUSE OF ACTION – STATUTORY VIOLATIONS AND DAMAGES

1. That Plaintiff is a natural person and a resident in Glen Richey, in the County of Clearfield, the State of Pennsylvania.
2. That Defendant, MBNA America Bank, is a Corporation organized in the State of Delaware with its principal business location at 1100 North King St. Wilmington, DE. 19804.
3. That Plaintiff and Defendant entered into a consumer contract on and about April 14, 1999..
4. That the contract provided for Plaintiff to obtain a revolving open-ended account with Defendant.
5. That the original contract was governed in part by the Truth In Lending Act. 15 USC section 1601 *et seq* [TILA] by Plaintiff.

6. That the original contract provided for Defendant(s) to respond to any inquiry under TILA made by Plaintiff.

7. That Plaintiff made an inquiry with Defendant(s) on and about December 17, 2004 as to the inaccuracies on the monthly statement and requested further information and documentation.

8. That Defendant(s) received said inquiry on and about December 21, 2004.

9. That Defendant(s) has a duty to comply with any inquiry under TILA made by Plaintiff.

10. That more than ninety (90) days has elapsed since the time Defendant(s) received the billing inquiry from Plaintiff.

11. That as of this date Defendant(s) has ignored, failed and/or neglected Plaintiff's inquiry by failing to respond to the same. This act was willful and knowing.

12. That by failing to respond Defendant is prohibited under TILA to proceed with any collection efforts.

13. That by failing to respond Defendant violated 15 USC section 1666 *et seq* and 12 CFR section 226.13 *et seq*. These acts were willful and knowing.

14. That Defendant's wrongfully and negatively reported to the credit reporting agencies that Plaintiff was delinquent on the contract. This act was willful and knowing.

15. That as a result of Defendant's wrongfully reporting the foregoing to the credit reporting agencies Defendant(s) violated 15 USC section 1666 *et seq* and 12 CFR section 226.13 *et seq*. This act was willful and knowing.

16. That Defendant(s) ignored and disregarded the TILA provisions by proceeding with collection efforts by filing a Claim with the National Arbitration Forum ("Forum"). This act was

willful and knowing. A true and correct copy of the Claim is herewith attached and incorporated by reference as Exhibit "A."

17. That by filing said Claim Defendant violated 15 USC section 1666 *ET seq* and 12 CFR section 226.13 *et seq*. This act was willful and knowing.
18. That as a result of the foregoing Plaintiff is entitled to relief under TILA.

SECOND CAUSE OF ACTION – BREACH OF CONTRACT

19. That Plaintiff hereby incorporates paragraphs 1 through 18 herein and above by this reference.
20. That Plaintiff is not currently in possession of the original contract, but will seek to obtain a copy thereof in discovery and/or will seek leave of court to amend this complaint to incorporate a copy of said contract at that time when a copy can be ascertained.
21. That if called to testify Plaintiff will testify that the original contract between Plaintiff and Defendant did not contain any provision or clause to submit any dispute arising out the agreement to arbitration.
22. That the original contract between Plaintiff and Defendant did not contain any provision that would allow Defendant to change or add new terms to the original agreement to include arbitration.
23. That Plaintiff never received a copy of any change or addition of new terms to the original agreement.
24. That Defendant filed a claim against Plaintiff in the Forum alleging that an agreement exists containing provisions to arbitrate any dispute arising out of the agreement.
25. Plaintiff Anthony W. Thomas filed a Motion To Dismiss For Lack Of Jurisdiction Objection To Arbitration with the Forum prohibiting the Forum to arbitrate the matter absence

any provision, clause or contract authorizing either Plaintiff or Defendant to submit a claim to arbitration.

26. Notwithstanding the foregoing, the arbitrator and the Forum entered an award against Plaintiff and in favor of Defendant in the amount of Seven Thousand Eight Hundred and Fifty Nine dollars and Twenty Three Cents (\$[7,859.23) Dollars, as evidenced by attached Award that is incorporated herein by this reference as Exhibit "B."

27. Defendant(s) served upon Plaintiff a copy of the Award on and about May 20,2005.

28. That Defendant(s) obtained the Award illegally and without authority, using the Forum whereby breaching the original contract between Plaintiff and Defendant.

29. That the arbitrator exceeded his authority to decide the matter and illegally entered an Award against Plaintiff, absent jurisdiction when no agreement existed between parties to arbitrate.

30. That Plaintiff would be prejudiced and adversely affected if Defendant is allowed to proceed with confirming the Award and a judgment is entered against Plaintiff.

31. That Defendant had no right to force Plaintiff to arbitrate a claim when no agreement existed to arbitrate between parties.

32. That Defendant had no right to obtain an Award against Plaintiff for any amount sought.

THIRD CAUSE OF ACTION – VIOLATIONS OF RIGHTS

33. That Plaintiff hereby incorporates paragraphs 1 through 32 herein and above by this reference.

34. That Plaintiff's Rights will be severely impaired if the Award is enforced in a court of law and against Plaintiff.

35. That the award and claim was filed and entered in violation of Plaintiff's Right to Due Process under the Law.

36. That by filing said claim, Defendant(s) violated Plaintiff's Right to use the courts as a means to resolve the dispute. This act was willful and knowing.

37. That by filing the claim, Defendant attempted to violate Plaintiff's Right to Due Process under the law. This act was willful and knowing.

38. That by filing the claim, Defendant violated Plaintiff's Right to a trial by jury. This act was willful and knowing.

39. That by filing the claim, Defendant violated the obligation of the original contract, thus impairing the protection and security of obligation of contract under the Constitution. This act was willful and knowing.

40. That all of Defendant(s)'s actions have impaired and adversely affected Plaintiff, which is now entitled to immediate relief under the law.

FOURTH CAUSE OF ACTION - IMMEDIATE INJUNCTIVE RELIEF

41. That Plaintiff hereby incorporates paragraphs 1 through 40 herein and above by this reference.

42. That Plaintiff has no other immediate remedy under the law except to file this action.

43. That Plaintiff is entitled to immediate relief from the arbitration award.

44. That the award must be vacated immediately before further harm is done to Plaintiff.

PRAYER AND RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant(s) and each of them, on each and every cause of action and count as follows:

1. For immediate relief from Arbitration Award;

2. For \$7,859.23;
3. For unliquidated damages that may be ascertained by the court or jury;
4. For punitive, general and special damages;
5. For cost of this suit herein;
6. For Violations of Rights;
7. For such other relief as the court deems proper and demanded herein.

VERIFICATION

I, verify that the foregoing statements are true and correct subject to penalties pursuant to 18 Pa. C.S. Section 4904.

Dated this _____ day of _____, 2005.

Respectfully submitted and signed by,
Anthony W. Thomas, Plaintiff, *in propria
persona*.

A handwritten signature in black ink, appearing to read "Anthony W. Thomas", is written over a horizontal line.

Notice To Defendant

Anthony W. Thomas
2419 Clearfield Glen Richey Hwy.
Glen Richey, Pa. 16837
814-236-3672
Plaintiff, *in propria persona*.

Anthony W. Thomas : IN THE COURT of Common Pleas
Plaintiff, : Clearfield County, PENNSYLVANIA
VS. : Case No.:
MBNA America Bank : CIVIL - LAW
1100 North King St. :
Wilmington, DE. 19804 :
Defendant(s). :
SERVICE TO BE MADE ON: :
MBNA America Bank :
1100 North King St. :
Wilmington, DE. 19804 :
:

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

Exhibit "A"

**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: FA0502000419141
Claimant File Number: 0134262122
Account No.: 4500660011535026
Card member Agreement Type: QUANTUM

CLAIMANT,

Anthony W Thomas
2419 Cirlfd Gln Rchy Hwy
Glen Richey PA 16837

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 \$6348.20, as reflected in the attached account summary, plus interest of \$45.92 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 \$952.23, 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, Esq.
 ADMITTED: (MD, DC, PA)

Bruce H. Cherkis
 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

SUMMARY OF ACCOUNT INFORMATION**ACCOUNT STATUS REPORT****Date Filed:** 02/11/2005**Account Number:** 4500660011535026**Cardmember Agreement:** QUANTUM**Primary Account Holder:** ANTHONY W THOMAS**Address:** 2419 Clrfld Gln Rchy Hwy

Glen Richey, PA 16837

Home Phone:**Work Phone:****Social Security Number:** 184425726**Secondary Account Holder:****Address:****Home Phone:****Work Phone:****Principal Balance:** \$6348.20**Interest Rate:** 6%**Date Assigned:** 12/28/2004**INFORMATION DRAWN FROM ACCOUNT RECORDS AND CURRENT AS OF THE DATE FILED**

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

**Credit Card Agreement
Additional Terms and Conditions**

Selected Sections

■ How to Be

■ Payments on Your Account

■ We May Amend This Agreement

■ What Law Applies

■ Arbitration and Litigation

QUANT

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 institution 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 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 Call

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 numbers 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 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 under 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 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

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.

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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 1-800-441-8027.

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 Severeable

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, 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, or 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 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, and 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 defendant in any Claim you assert against us.

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

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),

RE: AWARD
MBNA America Bank, N.A. v Anthony W Thomas
File Number: FA0502000419141
Claimant File Number: 4500660011535026

Anthony W Thomas
2419 Clrfld Gln Rchy Hwy
Glen Richey, PA 16837

RESPONDENT(s).

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 02/10/2005 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 \$7,859.23.

Entered in the State of Pennsylvania


Honorable Jack M. Marden
Arbitrator

Date: 05/16/2005

**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, or their Representatives, on this date.


Honorable Jack M. Marden, Ret.
Director



NATIONAL
ARBITRATION
FORUM®

May 16, 2005

Anthony W Thomas
2419 Clrfld Gln Rchy Hwy
Glen Richey, PA 16837

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 Anthony W Thomas
File Number: FA0502000419141
Claimant Reference Number: 0134262122

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
Case Coordinator
Enclosure

(A)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ANTHONY W. THOMAS, : NO. 2005-1107-CD
Plaintiff :
:

vs. : CIVIL ACTION - LAW

MBNA AMERICA BANK, N.A., :
Defendant :
:

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

FILED acc
m/11/48/05 Atty
AUG 16 2005 Spears
W.A. Shaw w/memo
Prothonotary/Clerk of Courts R/coversheet

AND NOW, TO WIT, this 15th day of August, 2005, comes the Defendant, MBNA America Bank, N.A., by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and submits the within Preliminary Objections, pursuant to Pa.R.C.P. 1028 as follows:

I. Insufficient Specificity - Rule 1028

1. Pennsylvania is a fact pleading state and requires sufficient specificity in pleadings.
2. Pennsylvania Rules of Civil Procedure require that a complaint or defense must contain more than a mere allegation of liability or the lack of liability.
3. Pursuant to Pennsylvania Rule of Civil Procedure 1019(a), the complaint must contain in a concise and summary form the material facts on which a cause of action or defense is based.
4. Plaintiff fails to set forth any specific violations of the Truth in Lending Act, and/or the Fair Debt Collection Practices Act by Plaintiff, breach of contract, and violations of rights, but only generally avers and alleges that Defendant has not complied with and/or has violated said Acts and that Defendant's acts were "willful and knowing."

5. Plaintiff's Complaint also fails to allege any legal and/or factual basis for damages, and has also failed to provide specific examples of any alleged damages, which would entitle Plaintiff to a judgment in any amount against Defendant.

6. Absent a more specific pleading, Defendant cannot properly prepare its defenses.

7. These general allegations that Defendant's acts were "willful and knowing" fail to comply with the requirements of Pa.R.C.P. 1019(a) that a pleading contain material facts.

II. Nonconformity to Rule of Court – Rule 1028(a)(2)

8. Paragraphs 1 through 7 hereof are incorporated herein by reference as if fully set forth.

9. Plaintiff's claim that Defendant violated the Truth in Lending Act is based upon an alleged billing inquiry supposedly sent to Defendant.

10. If a pleading raises a claim which is based upon a writing, Pa.R.C.P. 1019(h) requires that the writing be attached to the pleading.

11. Plaintiff failed to attach a copy of the billing inquiry allegedly sent to Defendant to his complaint, in violation of Pa.R.C.P. 1019(h).

III. Agreement for Alternative Dispute Resolution – Rule 1028(a)(6)

12. Paragraphs 1 through 12 hereof are incorporated herein by reference as if fully set forth.

13. This cause of action is essentially based upon an open-end credit card account which was issued to Plaintiff by Defendant.

14. Pursuant to the credit card agreement Plaintiff received when Defendant issued Plaintiff an open-end credit card account, which Plaintiff assented to by virtue of his use of the account, the parties agreed that, in the event of any claim and/or dispute surrounding this account arose which required collection efforts, any matters would be referred to the National Arbitration Forum (NAF). A true and correct copy of this Credit Card Agreement Additional Terms and Conditions is attached to Plaintiff's own complaint filed in this matter

15. The Credit Card Agreement clearly provides that all disputes arising out of this contract shall be decided through arbitration and referred to NAF.

16. Further, an Arbitration occurred in this matter at which time both parties were provided with full and fair opportunity to present any evidence and their position in regarding to this matter.

17. An NAF Arbitration Award was entered in favor of Defendant and against Plaintiff on May 16, 2005, in the amount of Seven Thousand Eight Hundred Fifty-Nine and 23/100 Dollars (\$7,859.23). A true and correct copy of the Arbitration Award is also attached to Plaintiff's complaint.

18. In conjunction with the issuance of this Arbitration Award, the Arbitrator in this matter certified: (a) the parties entered into an agreement providing that this matter

was to be resolved in accordance with the National Arbitration Forum Code of Procedure; (b) Defendant filed a claim with the Forum and served it upon Plaintiff; (c) the parties had the opportunity to present all evidence and information to the Arbitrator; (d) the Arbitrator reviewed all evidence and information submitted; and (e) the information and evidence submitted supported the issuance of an Award in favor of Defendant.

19. Further, Defendant 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, Defendant respectfully requests that this Honorable Court dismiss Plaintiff's Complaint with prejudice and award Defendant costs of defending, plus such other relief as this Court deems equitable and just.

Respectfully submitted,



Amy F. Doyle, Esquire ID No. 87062
Philip C. Warholic, Esquire ID No. 86341
Daniel F. Wolfson, Esquire ID No. 20617
Andrew C. Spears, Esquire ID No. 87737
Donald P Shiffer, III, Esquire ID No. 89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Defendant

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Defendant, 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 in the within action and verifies that the statements made in the foregoing Preliminary Objections 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.

8/15/05

Chelle

Amy F. Doyle, Esquire ID No. 87062
Philip C. Warholic, Esquire ID No. 86341
Daniel F. Wolfson, Esquire ID No. 20617
Andrew C. Spears, Esquire ID No. 87737
Donald P Shiffer, III, Esquire ID No. 89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ANTHONY W. THOMAS, : NO. 2005-1107-CD
Plaintiff :
: :
vs. : CIVIL ACTION - LAW
: :
MBNA AMERICA BANK, N.A., :
Defendant :
:

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Preliminary Objections upon the *pro se* Defendant, by First Class Mail, Postage Pre-Paid,
a copy thereof on this 15th day of August, 2005, to:

Anthony W. Thomas
2419 Clearfield Glen Richey Hwy.
Glen Richey, PA 16837

Well

Amy F. Doyle, Esquire ID No. 87062
Philip C. Warholic, Esquire ID No. 86341
Daniel F. Wolfson, Esquire ID No. 20617
Andrew C. Spears, Esquire ID No. 87737
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Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CA
FILED 2005
m 11:48 AM
AUG 16 2005
Spears
William A. Shaw
Prothonotary/Clerk of Courts

ANTHONY W. THOMAS, : NO. 2005-1107-CD
Plaintiff :
: CIVIL ACTION – LAW
vs. :
: MBNA AMERICA BANK, N.A.,
Defendant :
:

**DEFENDANT'S PRAEICE TO SCHEDULE ORAL ARGUMENT PURSUANT
TO CLEARFIELD COUNTY LOCAL RULE 211**

TO THE COURT ADMINISTRATOR:

Please schedule and oral argument date for consideration of the Preliminary Objections to Plaintiff's Complaint filed by Defendant, MBNA America, N.A., at the above-captioned number and term, pursuant to Clearfield County Local Rule of Court 1028(c)(1).

Date: 8/15/05

CRP

Amy F. Doyle, Esquire ID No. 87062
Philip C. Warholic, Esquire ID No. 86341
Daniel F. Wolfson, Esquire ID No. 20617
Andrew C. Spears, Esquire ID No. 87737
Donald P Shiffer, III, Esquire ID No. 89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ANTHONY W. THOMAS, : NO. 2005-1107-CD
Plaintiff :
: :
vs. : CIVIL ACTION - LAW
: :
MBNA AMERICA BANK, N.A., :
Defendant :
:

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing Praeclipe to
Schedule oral Argument was served upon the pro se Defendant, by First Class Mail,
Postage Pre-Paid, a copy thereof on this 15th day of August, 2005, to:

Anthony W. Thomas
2419 Clearfield Glen Richey Hwy.
Glen Richey, PA 16837

swd

Amy F. Doyle, Esquire ID No. 87062
Philip C. Warholic, Esquire ID No. 86341
Daniel F. Wolfson, Esquire ID No. 20617
Andrew C. Spears, Esquire ID No. 87737
Donald P Shiffer, III, Esquire ID No. 89451
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Defendant

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Anthony W. Thomas
(Plaintiff)

CIVIL ACTION

2419 Dearfield Glen Richey Hwy No. 2005-1107-C0
(Street Address)

Glen Richey, B.16837
(City, State ZIP)

Type of Case:

Type of Pleading: Discontinuance

vs.

Filed on Behalf of:

MBNA America Bank
(Defendant)

(Plaintiff/Defendant)

1100 North King St.
(Street Address)

FILED

Wilmington, DE 19804
(City, State ZIP)

SEP 01 2005 (fr)
07/14/05 (fr)
William A. Shaw
Prothonotary/Clerk of Courts
#0 C/C

Anthony W. Thomas ^{TA}
(Filed by)

2419 Clearfield Glen Richey Hwy.
(Address)

814-236-3672
(Phone)

Anthony W. Thomas
(Signature)

Praecipe To Withdraw *Discontinue*

Discontinue
Plaintiff requests that you withdraw said complaint (file# 2005-1107-cd)
Without prejudice.

Plaintiff
Anthony W. Thomas
Anthony W. Thomas
September 1, 2005

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

CIVIL DIVISION

Anthony W. Thomas

Vs. **No. 2005-01107-CD**
MBNA America Bank

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 September 1, 2005, marked:

Discontinue without prejudice

Record costs in the sum of \$85.00 have been paid in full by Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of September A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. : NO. 2005-1107-CD
655 PAPER MILL ROAD :
MAIL STOP 1411 :
WILMINGTON DE 19884-1411 :

: Plaintiff :
: vs. :
: ANTHONY W THOMAS :
: 2419 CLRFLD GLN RCHY HWY :
: GLEN RICHEY PA 16837 :

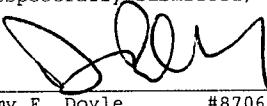
: Defendant(s) :
:

PRAECIPE TO DISMISS

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

Respectfully submitted,

By:


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, 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: MAZZEI & ASSOCIATES
432 BLVD OF THE ALLIES
PITTSBURGH, PA 15219

PALN4/PALN4 W&A FILE NO. 134262122

FILED

NOV 15 2005
u/1:30/05
William A. Shaw

Prothonotary/Clerk of Courts

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