

06-1177-CD

MBNA America vs Lawrence Zemanek

2006-1177-CD

MBNA America vs Lawrence Zemanek

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

MBNA AMERICA BANK, N.A.

No. *06-1177-CD*

C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

Type of Case: Contract

VS.

LAWRENCE E ZEMANEK
460 SPIKE ISLAND RD
OSCEOLA MILLS PA 16666

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 7/13/06

Wol

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED Atty pd. 85.00
7/13/06
JUL 24 2006 *W.A. Shaw* *1cc Shff*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.	:No.
	:
Plaintiff	:
	:
VS	
	:CIVIL ACTION - LAW
LAWRENCE E ZEMANEK	:
Defendant(s)	:
	:
	:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830-
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

:No.

Plaintiff

VS

LAWRENCE E ZEMANEK

:CIVIL ACTION - LAW

Defendant(s)

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
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814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

: No.

VS.

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:

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LAWRENCE E ZEMANEK

Defendant(s)

: CIVIL ACTION - LAW

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:

COMPLAINT

AND NOW, this 27 day of June, 2006, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with principal place of business situated at P.O. BOX 15718, WILMINGTON, DELAWARE 19850.
2. Defendant, LAWRENCE E ZEMANEK, is an adult individual with a last known address of 460 SPIKE ISLAND RD, OSCEOLA MILLS, CLEARFIELD COUNTY, PA 16666.
3. It is averred that Defendant was issued an open-end credit card account by Plaintiff. This account was created through a written contract between Plaintiff and Defendant, accepted by Defendant when he signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."
4. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendant and Plaintiff would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16

(FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

5. At all relevant times material hereto, Defendant has been regular user of said charge card for the purchase of products, goods and/or for obtaining services and/or funds.

6. By virtue of Defendant's use and maintenance of this credit card in connection with his purchases of goods, and services, he became bound to all of its contractual terms, which clearly included an arbitration agreement. Therefore, there is a valid agreement to arbitrate and Defendant consented to the NAF having jurisdiction over this claim.

7. Defendant received monthly statements which accurately state all purchases and payments made during the month, interest charges imposed on the unpaid balance, and the amount due. A summary of the account showing the balance due and owing is incorporated herein and marked as Exhibit "B".

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$1,812.67.

11. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 6 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$95.03.

13. Plaintiff has retained the services of the law firm of Wolpoff & Abramson, L.L.P. in the collection of the amount due from Defendant.

14. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the collection of the amounts due from Defendant incident to the within action, the Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

15. The amount of attorney's fees incurred in this matter is the sum of \$271.90.

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

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

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

WHEREFORE, Plaintiff, MBNA America Bank, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$1,812.67, plus interest in the amount of \$0.00, plus attorney's fees in the amount of \$271.90, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 7/13/01



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/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 in the within action and verifies that the statements made in the foregoing Complaint 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.

Date: 7/13/06

CFB

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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Counsel for Plaintiff

Exhibit "A"

Credit Card Agreement 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 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.J., 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.

Payments on Your Account

How to Use Your Account

What Law Applies

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 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 information, 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

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 your Social Security number, or taxpayer identification number, or deposit account number available when you call.

MBNA applies opt outs at the account level, not by individual customer. When any person listed with others on your 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 honor its disclosed privacy practices for an account even if it becomes inactive or is closed.

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

His notice updates and replaces any previous notice from MBNA about the privacy, security, and handling of information. For additional information, and to view the most recent version of this Privacy Notice, please go to www.mbnanet.com and click on the "Privacy Notice" link. 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 required by law.

As Used Often in This Agreement

MBNA, or "Credit Card Agreement," means those documents (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, accept, or use an account we hold. "Your" and "your account" mean, when used in the sections entitled "We Hold Your Account" and "Telephone Calls and Arbitration and Litigation and When Each of the Sections Relating to Payment of This Account

My Promise to Pay and How We Allocate Your Payment. 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 *Ways Used Other 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, or any other credit reporting agency, while we at: MBNA Credit Reporting Agencies, P.O. Box 1704, Wilmington, DE 19804-1704. 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

Advances by using your card, access checks, account number, or other credit device. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable (first deposits or cashiers' 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, permit your account to be used to make any illegal transfer.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authority to obtain credit on your account, you may be liable for

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 holder.

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 exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective six months from the day that we place the stop payment.

You May Not Postdate an Access Check

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

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 owe us 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

We credit payments as of the date received. If the payment address shown in the upper left-hand corner of the front of your monthly statement: (1) 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. (Eastern Time); (2) received at the 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 determine (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

that is more than the credit limit; (2) 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 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 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 1-800-789-6701.

Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of 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 intend credit 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

If this Arbitration and Litigation provision applies to you, or if litigation or arbitration is filed to reject the Arbitration provision, you agreed that any litigation brought by you against us regarding this provision or relating in any way to this Agreement or your Agreement or your account (whether under a contract, tort, or otherwise) and whether for money or damages, or declaratory or equitable relief, including prior Agreement, shall be resolved by binding arbitration. Arbitration shall be conducted by the National Arbitration

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.naf.org, 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 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 payment of your account with us as well as any voluntary 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 collection, and all of their officers, directors, employees and agents); if, and only if, such a third party is named by you as a co-defendant. In any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or rule 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 UNTITLED 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

CREDIT INSURANCE DISCLOSURES
INSURED: NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, AND NOT GUARANTEED BY THE BANK.

OF OBTAINING CREDIT, IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit insurance pays your minimum monthly payment 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 DC, ID, IL, IA, LA, MD, MN, MS, NY, ND, OH, OK, RI, SD, VT, WA, WV & WI, or \$25,000 if you die.

Eligibility: One insured per account (insured must be the eligible), under age 60 in AL, AR, DE, GA, HI, IL, IN, MD, NC & 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 working at least 30 hours (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (TX - before application date), (PA - on the date of loss).

Employees of professional corporations may be eligible. **Complaints & Benefits:** Credit insurance covers your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WI & WI; your or your spouse's unpaid leave of absence (TX - before coverage effective date for unemployment).

Employees of professional corporations may be eligible. **Death:** Involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WI & WI; your or your spouse's unpaid leave of absence (TX - before coverage effective date for unemployment).

Child or an unexpected immediate family member (must be spouse, child, stepchild or parent in AL); mandatory recall to active military duty; jury duty (except in AL); 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 & lockout, 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, WI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premium will be refunded.

Exclusions: Life, suicide in the first 6 months of coverage 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. Intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NY). Receiving unemployment benefits or are disabled

Costs apply to Life (1), Disability (D), Unemployment (U) &

Family Leave (F). AL 34%; AK 7%; AZ 9%; AR 9%; CA

90%; HI 65%; ID 90%; IL 8%; D 16%; U 5%; F 10%; IL

80%; IN 9%; IA 97%; DC 16%; U 5%; F 10%; GA

92%; KY 97%; AC 7%; D 16%; U 5%; F 10%; IL

MI 85%; MN 31%; MS 92%; MO 61%; MT 93%; NE

15%; OR 80%; PA 38%; PR 9%; RI 99%; SC 78%; SD 97%; TN

95%; RI; NV 99%; NH 9%; NC 97%; NM 98%; NY 52%; NE

92%; TX 33%; IL 4%; D 12%; U 10%; UT 90%; VT 34%; WA

89%; RI; F 10%; VA 84%; IL 6%; D 8%; U 9%; F

20%; WI 99%; WV 99%; SC; WI 93%; IL 5%; D 8%; U 9%; F

15%; MA or VT. Involuntary Unemployment is not available in

MN, NM, NY, PA, or TX.

Unemployment Compensation: Involuntary

AS LOC TX (1/1999), LOC-IP-KS(2001), LOC-IP-CIS-ME(1983)

Life & Disability: Union Security Corp (1989) INH

AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NY, ND, OH, OK,

RI, SD, VT, WA, WV & WI; Standard Guaranty Life (1989) INH

SecurifyFLIP (1997) NY Disability Corp (1997) NYU-X-A

Family Leave: American

FLIP-OK (1997) in OK, FLIP-VA (2001) in VA, FLIP-NC (1998) in NC,

149%; in ME, FL-IP-WV (1997) in KS, FL-IP-ME

(1997) in NH, Union Security Corp (1997) NY

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, shorter times, in addition to fines, may deny insurance benefits if false information is materially related to a claim was provided by the applicant.

*Last past due and over credit limit amounts. In HI, coverage pays 95% of the balance on your date of disability. In HI, coverage pays the greater of disability up to 1750. In OR, coverage pays the greater of 1/50th of the balance or the current minimum monthly payment.

65. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the minimum payment due on increased outstanding balance on your date of disability.

The number of monthly benefit payments will not exceed 90 months.

7. NM, NC, NY, PA, SC & TX, 12 for disability in AK, CO, CT,

KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

8. TX, Residents Only: To purchase coverage as separate

additions will be sent to you.

1. To Agent Group, P.O. Box 3055, Atlanta, GA 30302.

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#4264296801568152 BALANCE -- 1,812.67
***** PRIMARY DEBTOR ***** C/O DATE 01/01/69 LSTPY DT 06/02/05
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
4264296801568152 A I ZEMANEK
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
LAWRENCE E 460 SPIKE ISLAND RD
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
OSCEOLA MILLS PA 166661635 8143397558
*M-WORK-PH *M-DOB *M-POE-NAME
8148631552 05/11/50
*M-POE-ADDR *M-LOAN-TYPE*M-LENDING-OFFICER
LV01 OV0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
LMMM
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 08/11/05 07/01/03 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
06/02/05 1,812.67 .00 .00 1,812.67
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
1,812.67 .00 .00 6035325 A1AMMMMMMM1
*M-COMMENT-2
001 20050811 0000086
*M-COMMENT-3 *M-COMMENT-DATE
08/11/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
48.33 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0751
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
0000
*M-ADDR-FLAG*M-SSN *M-MIO*M-AG

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101748**

MBNA AMERICA BANK, N.A.

Case # **06-1177-CD**

vs.

LAWRENCE E. ZEMANEK

FILED
01/23/06
AUG 29 2006
S

TYPE OF SERVICE COMPLAINT

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURNS

NOW August 28, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO LAWRENCE E. ZEMANEK, DEFENDANT. ADDRESS IS IN CENTRE COUNTY.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	28825	10.00
SHERIFF HAWKINS	WOLPOFF	28825	32.19

Sworn to Before me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

MBNA AMERICA BANK, N.A.

No. *Ac-1177-CD*

C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

Type of Case: Contract

VS.

LAWRENCE E ZEMANEK
460 SPIKE ISLAND RD
OSCEOLA MILLS PA 16666

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 7/13/06

Wol

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

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

JUL 24 2006

Attest.

William L. Blair
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

:No.

Plaintiff

VS

:CIVIL ACTION - LAW

LAWRENCE E ZEMANEK

Defendant(s)

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830-
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.	:No.
Plaintiff	:
VS	:
LAWRENCE E ZEMANEK	CIVIL ACTION - LAW
Defendant(s)	:

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield, PA 16830-
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

: No.

VS.

LAWRENCE E ZEMANEK

Defendant(s)

: CIVIL ACTION - LAW

COMPLAINT

AND NOW, this 27 day of June, 2006, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with principal place of business situated at P.O. BOX 15718, WILMINGTON, DELAWARE 19850.

2. Defendant, LAWRENCE E ZEMANEK, is an adult individual with a last known address of 460 SPIKE ISLAND RD, OSCEOLA MILLS, CLEARFIELD COUNTY, PA 16666.

3. It is averred that Defendant was issued an open-end credit card account by Plaintiff. This account was created through a written contract between Plaintiff and Defendant, accepted by Defendant when he signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."

4. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendant and Plaintiff would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16

(FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

5. At all relevant times material hereto, Defendant has been regular user of said charge card for the purchase of products, goods and/or for obtaining services and/or funds.

6. By virtue of Defendant's use and maintenance of this credit card in connection with his purchases of goods, and services, he became bound to all of its contractual terms, which clearly included an arbitration agreement. Therefore, there is a valid agreement to arbitrate and Defendant consented to the NAF having jurisdiction over this claim.

7. Defendant received monthly statements which accurately state all purchases and payments made during the month, interest charges imposed on the unpaid balance, and the amount due. A summary of the account showing the balance due and owing is incorporated herein and marked as Exhibit "B".

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$1,812.67.

11. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 6 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$95.03.

13. Plaintiff has retained the services of the law firm of Wolpoff & Abramson, L.L.P. in the collection of the amount due from Defendant.

14. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the collection of the amounts due from Defendant incident to the within action, the Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

15. The amount of attorney's fees incurred in this matter is the sum of \$271.90.

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

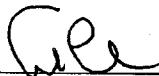
17. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

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

WHEREFORE, Plaintiff, MBNA America Bank, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$1,812.67, plus interest in the amount of \$0.00, plus attorney's fees in the amount of \$271.90, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 7/13/04



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/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 in the within action and verifies that the statements made in the foregoing Complaint 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.

Date: 7/13/06

GP

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
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4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

Credit Card Agreement

Additional Terms and Conditions

Selected Sections

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., Paliadian 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.

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.

Information We Collect: MBNA collects and uses 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 We Share With MBNA: We may share all of the information we collect about you with financial 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,

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

their products, and services, as described above, you 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 credit eligibility information within MBNA, and

MBNA then 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 account to which the opt out applies, so please have 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 (joint holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to honor its disclosed privacy practices for an account even if it becomes inactive or is closed.

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

his notice updates and replaces any previous notices from MBNA about the privacy, security, and action of information. For additional information, including MBNA's privacy practices concerning the met, and to view the most recent version of this key notice, please go to MBNAUSA.com and click on "Privacy Notice." You may have other privacy provisions under state laws. We may amend this privacy notice at any time, and we will inform you of changes required by law.

As Used Often In This Agreement

One "Term" or "Credit Card Agreement" means those terms (or the initial Disclosure) and any changes, we make to those documents from time to time. "We," "our," and "MBNA America" mean MBNA

and "your" mean each and all of the persons who are an any other person who holds, "your" and "our" account, when used in the sections entitled "Our New Member and Customer Cards and Activation and Use" and when each of the sections relating to payment of this account

("Your Promise to Pay and How We Make Your Payment"; 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 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 an 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, or its marketing associates to monitor and/or record an information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 1704, Wilmington, DE 19884-7024. 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 card, access checks, account number, or other credit device. Please refer to your Required Federal Disclosure or Initial Disclosure to determine whether transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advance

The transaction date for Check Cash Advances and Cash Transfers done by check is the date you or the person to whom the check is made payable (list depositor or cashier) 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, 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 authority to obtain credit on your account, you may be liable for

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 holder.

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 written 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 honor if, if you do postdate an access check, we may elect to who presented it to us for payment, unpaid to the person waiting for the date shown on the access check. In either case, 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 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 draw 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 (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

Costs Applying Her Model of Human Delin-

95. *Br.*: NV 99.8%; NH 95.5%; MT 97%; NM 98.9%; NY 92.3%; OH 94.9%; OK 97.4%; RI 99.9%; SC 76.8%; SD 99.4%; TN 92%; WA 99.3%; WV 99.5%; WI 93.8%; WY 99.7%.

MA or VT. Family leave is now mandatory.

UNEMPLOYMENT: American Society Involuntary AS LOI TR II (33) | Am. Secur. WFO/3/AS

and LOC-IP. Slender Currents are LOC-IP-CRS-H-12331. LOC-IP-CRS-H-12331.

OK. DE. DC. ID. IL. IA. KS. LA. MD. MN. MS. NY. VA. AL. AZ.

AMERICAN SECURITY INC. Standard Guaranty Life Ins. Co., Inc., New York, N.Y.

service (ME only) W-X-A Family Leave After
occurred (ME) E-B-F-G Family Leave After

FLP-KA97) in OK, FLP-VA1207 in FL, FLP-NC (W-8) in NC, FLP-IP497 in IL, FLP-IP500 in VA, FLP-PA1207 in PA.

1971, at the H. L. P. W. (4077) in W. Standard Guaranty Co.,
N. H. Union Sec. v. H. L. P. W. (4077) in K. S. At L. M. E.

Mississippi and Florida are Charles M. Gordon and Soltkiting Melo Curtis respectively.

The creditor may receive compensation in connection with it after.

be a cause to provide false or misleading information.

on. Penalties for aiding, abetting, or encouraging the insurrection or any other consumer safety claim, however, should be limited to an

Finally related to a claim was provided by the amount of information

or the current minimum payment due on Nov. 1, 1970.

July date of loss. In TX, coverage pays the minimum payment due insured until either the loss is paid or the insurance company is liable for the loss.

or your minimum amount on your date of unemployment.

only leave 12 for unemployed will not exceed 9
M. NC NY PA SC & Tennesse. In AL AK CT HI
IL IN MD ME MA NH NJ RI VT

MA. MD. MT. NE. NH. NM. NC. OR. SC. VT. WI.
12 for disability in AK. CO. CT.

Assurant Group, P.O. Box 30333, Atlanta, GA 30333. To purchase coverages separately, call 1-800-343-3838.

ations will be sent to you.

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#4264296801568152 BALANCE -- 1,812.67
***** PRIMARY DEBTOR ***** C/O DATE 01/01/69 LSTPY DT 06/02/05
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
4264296801568152 A I ZEMANEK
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
LAWRENCE E 460 SPIKE ISLAND RD
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
OSCEOLA MILLS PA 166661635 8143397558
*M-WORK-PH *M-DOB *M-POE-NAME
8148631552 05/11/50
*M-POE-ADDR *M-LOAN-TYPE*M-LENDING-OFFICER
LV01 OV0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
LMMM
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 08/11/05 07/01/03 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCrued-INT*M-CUR-BAL
06/02/05 1,812.67 .00 .00 1,812.67
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
1,812.67 .00 .00 6035325 A1AMMMMMMM1
*M-COMMENT-2
001 20050811 0000086
*M-COMMENT-3 *M-COMMENT-DATE
08/11/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
48.33 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0751
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
0000
*M-ADDR-FLAG*M-SSN *M-MIO*M-AG

FILED

AUG 29 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1177-CD

Plaintiff

CIVIL ACTION - LAW

VS

LAWRENCE E ZEMANEK
Defendant(s)

PRAECIPE TO DISCONTINUE

To the Prothonotary:

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

Respectfully Submitted,

Date: 9/22/06



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED
10/8/06 cm ^{cc & cert of disc}
issued to
OCT 03 2006 ATty Spears
4 copy to c/A
William A. Shaw
Prothonotary/Clerk of Courts

13

FILED

OCT 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

11 4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

No. 06-1177-CD

vs.

CIVIL ACTION - LAW

LAWRENCE E ZEMANEK
Defendant(s)

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing praecipe was
served this date by Regular Mail, Postage Pre-Paid on this 22nd day of
September, 2008.

LAWRENCE E ZEMANEK
460 SPIKE ISLAND RD
OSCEOLA MILLS, PA 16666


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
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4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

31 4

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

MBNA America Bank, N.A.

Vs.
Lawrence E. Zemanek

No. 2006-01177-CD

CERTIFICATE OF DISCONTINUATION

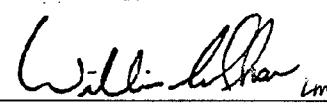
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 3, 2006, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Andrew C. Spears Esq. .

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



William A. Shaw, Prothonotary