

06-1178-CD
MBNA America vs Tawnya Smeal

2006-1178-CD

MBNA America vs Tawnya Smeal

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

MBNA AMERICA BANK, N.A.

No. 06-1178-CD

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

Plaintiff

Type of Case: Contract

VS.

TAWNYA L SMEAL
69 WALLACETON RD
MORRISDALE PA 16858

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 7/14/20

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

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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
	:
TAWNYA L SMEAL	:
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	:
TAWNYA L SMEAL	: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 A UN HONORARIO REDUCIDO O GRATIS.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

:

: No.

VS.

:

:

:

: CIVIL ACTION - LAW

Defendant(s)

:

:

:

COMPLAINT

AND NOW, this 06 day of July, 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, TAWNYA L SMEAL, is an adult individual with a last known address of 69 WALLACETON RD, MORRISDALE, CLEARFIELD COUNTY, PA 16858.
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 \$4,328.75.

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 \$244.74.

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 \$649.31.

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.

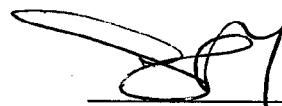
17. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

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 \$4,328.75, plus interest in the amount of \$244.74, plus attorney's fees in the amount of \$649.31, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 7/14/06



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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: 7/14/04

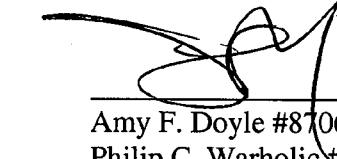

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Counsel for Plaintiff

Exhibit "A"

GOLDOPTION ACCOUNT AGREEMENT

Account Agreement

General: In this Agreement, the words "you" and "your" refer to each and all of the persons in whose names this account was issued and who obtain credit in any way provided for under this Agreement. The words "we," "us," "our," and "MBNA America" mean MBNA America Bank, N.A. The word "Advances" means any loss you obtain from us under this Agreement.

Our Agreement with you consists of this Agreement and the terms and conditions printed on the required federal disclosures section of the accompanying Terms of Your Account letter, which is incorporated herein and made a part hereof. Please keep these documents, and subsequent amendments, if any together.

When you, or anyone whom you authorize or permit, use your account, you agree to the terms of this Agreement.

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.

All capitalized terms not defined herein shall have the meaning as defined in the required federal disclosures section of your Terms of Your Account letter.

Credit Reporting Agencies: If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: MBNA, Credit Reporting Agencies, P. O. Box 17034, Wilmington, DE 19884-7034. 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 use your account to purchase or lease goods or services from persons who honor checks. You may obtain such credit under your account by requesting checks or drafts payable in U.S. Dollars that will be sent either directly to your designated payee or to you for forwarding to your designated payee. We may offer the direct deposit of Advances into your banking account or those of your creditors. Availability of funds sent through direct deposit depends upon the policies and procedures of the receiving bank. If this account includes a special feature to purchase goods or services from a merchant, we may send Advances directly to the merchant on your behalf. From time to time, we may issue you additional checks or offer other additional Advances in response to your request. You may not use any Advance solely to make a payment on this account or solely to make a payment on any other credit account with us.

If you permit any person to have access to your checks or account number with the authorization to make a charge, you may be liable for all Advances made by that person including Advances for which you may not have intended to be liable.

You agree not to use a postdated check to obtain credit under your account. If you do postdate a check by which you propose to obtain credit under your account, we may elect to honor it upon presentation or return it unpaid to the party which presented it for payment, without in either case awaiting 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.

You must return all checks to us on request.

Credit Limit: Your credit limit is shown on your Terms of Your Account letter and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at anytime must not be more than your credit limit. We may also establish a separate credit limit for certain balances. If we do, your outstanding balance on these types of items may not exceed this separate credit limit.

Request for Credit Over Your Credit Limits: If you request credit in any form which, if granted, would result in either your total outstanding balance or your separate outstanding balance, including authorized transactions not yet posted to your account, being more than your credit limit or your separate credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may:

- (1) Honor the request without permanently raising your credit limit;
- (2) Honor the request and treat the amount which is more than your credit limit as due immediately; or
- (3) Refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a check, we may do so by advising the person presenting the check that credit has been refused, that there are insufficient funds to pay the check, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an overlimit fee as provided in this Agreement.

Additional Advances: You may obtain additional Advances from time to time provided that you continue to meet our income and credit standards without any significant adverse change. The approval of one request does not mean the approval of other requests. Additional Advances posted to your account cause the term of the loan to re-start, resulting in a revised minimum monthly payment and revised length of time to repay the loan. Additional Advances must be at least \$200.00.

Term of Your Loan: Your repayment term is disclosed in another document location. Your monthly payment amount will be disclosed as the Current Payment on your monthly statements. Certain events may result in your account balance not being paid off during the term. In this case, we do not change the minimum monthly payment amount. Instead, we extend the term to repay the balance. For example, the following events will extend the term: (i) a payment holiday which you take; (ii) an increase in the prime rate for any variable annual percentage rate account; (iii) all fees imposed on your account, such as check transaction fees, late fees, over the credit limit fees and insurance premiums; and (iv) payments received later than the payment due date.

Also, the minimum monthly payment does not take into account the effect of adding unpaid Periodic Rate Finance Charges assessed on Advances to the daily Advance balance. This will extend the term.

The following events will reduce the term (but will not change the minimum payment due each month): (i) a temporary reduction in the annual percentage rate, such as a promotional rate; (ii) a decrease in the prime rate for any variable annual percentage rate; and (iii) payments greater than the required minimum payment.

Repayment: You promise to pay us the amounts of all credit you obtain; this includes all Advances, any fees, charges, and insurance premiums we charge against your account; and Finance Charges.

You may pay the entire amount outstanding at any time without penalty. You must pay each month at least the minimum payment shown on your monthly statement. The minimum payment will be the total of (i) the current payment amount shown on your monthly statement; plus (ii) the amount of any past due payments. The current payment amount is based upon the amount outstanding, the term of your loan, and the annual percentage rate. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Payments greater than the required minimum payment will reduce the total amount of Finance Charges otherwise payable by you.

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 (for example, those with promotional APR offers) being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

All persons who initially or subsequently request, accept or use the account are individually responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the checks outstanding under the account have been returned to us and the balance is paid in full.

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 insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday. A payment holiday will increase the term of your loan.

Billing Cycles: A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

Insurance: Group credit insurance may be offered to you from time to time. Purchase of this insurance is strictly optional. If purchased, the insurance will protect us if an event occurs for which benefits are provided. We determine the cost of this insurance by multiplying the insurance rate then in effect by the average of your Advances and other charges outstanding during the billing cycle. The premium is charged to your account as an Other Charge.

Benefits: You may be offered certain benefits from time to time, which will be subject to the restrictions outlined by MBNA America in a brochure or otherwise. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

Reasons for Requiring Immediate Payment: You will be in default and we can require immediate payment of all amounts you owe if: (1) you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit, or if we have established a separate credit limit for you, your separate outstanding balance exceeds your separate credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

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.

Refusal to Honor Your Account: We are not liable for any refusal to honor your account, including any form of Advance, or for any retention of your checks by us, any other bank, or any seller or lessor of goods or services.

Termination: We may suspend or terminate your rights to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your rights to obtain credit have been suspended or terminated.

Amendments: We may amend this Agreement at any time by adding, deleting, or changing provisions in compliance with the applicable notification requirements of federal law and the laws of the State of Delaware. 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 entire unpaid balance, including the balance existing before the amendment became effective. We may replace your account with another account at any time.

Assignments: We may at any time, and without notice to you, assign 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 assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

Unauthorized Use of Your Account: You are liable for the unauthorized use of your account. You should immediately notify us at MBNA America P.O. Box 15921, Wilmington, DE 19850, (Telephone 1-800-892-8349), orally or in writing, of the loss, theft, or possible unauthorized use of your account.

Litigation: The Arbitration provisions below apply to you unless you were given the opportunity to reject the Arbitration provisions and you did so reject them; in which case you agree 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.

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

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, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitration 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 Section applies to all Claims now in existence or that may arise in the future.

This Arbitration 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 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, reward or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "you" or "yours" shall mean any person or entity approved by us to use the account, including but not limited to all persons or entities contractually obligated on the account and all authorized users of the account.

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

THE RESULT OF THIS ARBITRATION 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.

Governing Law: This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws.

If any part of this Agreement is found to be invalid, the rest remains effective. 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.

MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

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Privacy

Your privacy is important to us

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

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

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

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

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

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

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

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

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

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

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

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

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

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

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#74973708147953 BALANCE -- 4,328.75
***** PRIMARY DEBTOR **** C/O DATE 01/01/69 LSTPY DT 05/29/05
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
74973708147953 A I SMEAL
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
TAWNYA L 69 WALLACETON RD
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
MORRISDALE PA 168588427 8143427405
*M-WORK-PH *M-DOB *M-POE-NAME
8143425783 08/01/78
*M-POE-ADDR *M-LOAN-TYPE*M-LENDING-OFFICER
LU01 OU0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
ATTY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PQT 0000 06/10/05 05/15/02 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
05/29/05 4,328.75 .00 .00 4,328.75
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
4,328.75 .00 .00 SALLIE MAE 1112112323345
*M-COMMENT-2
000 20050725 0000055
*M-COMMENT-3 *M-COMMENT-DATE
07/25/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
40.00 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0627
*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

DOCKET # 101749
NO: 06-1178-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.
vs.
DEFENDANT: TAYNYA L. SMEAL

SHERIFF RETURN

NOW, August 03, 2006 AT 1:13 PM SERVED THE WITHIN COMPLAINT ON TAWNYA L. SMEAL DEFENDANT AT 69 WALLACETON RD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAWNYA SMEAL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
07/01/06
AUG 09 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	33210	10.00
SHERIFF HAWKINS	WOLPOFF	33210	64.67

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

AUG 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

Tawnya L. Smeal
69 Wallaceton Rd.
Morrisdale, PA 16858
(814)342-7405
In Pro Per

FILED 3cc
023861 Def.
AUG 21 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MBNA AMERICA BANK, N.A.)
) No. 06-1178-CD
 Plaintiff,)
) ANSWER TO COMPLAINT
 Vs.)
)
 TAWNYA L. SMEAL)
)
 Defendant.)
 _____)

Defendant TAWNYA L. SMEAL answers the complaint of MBNA AMERICA BANK, N.A. as follows:

1. Defendant denies the allegations of the complaint generally and in its entirety.
2. Defendant specifically denies paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, and 18 of the Complaint.

Defendant also asserts the AFFIRMATIVE DEFENSES:

1. Plaintiff's claim is barred by the Statute of Limitations;
2. Defendant disputes the amount and validity of the claimed amounts of principal, prejudgment interest, late charges and attorney fees.
Defendant requests verification of the alleged debt.
3. The complaint fails to state a claim upon which relief can be granted.

WHEREFORE, Defendant requests that Plaintiff take nothing against Defendant and that judgment in favor of Defendant be entered; and, that Defendant be awarded all the costs of suit.

Dated:


TAWNYA L. SMEAL
Defendant

FILED

AUG 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

MBNA America Bank, N.A.
(Plaintiff)

CIVIL ACTION

(Street Address)

No. OL-1178-CD

(City, State ZIP)

Type of Case: _____

vs.

Taunya L Smeal
(Defendant)

Type of Pleading: _____

Filed on Behalf of:

Taunya L Smeal
(Plaintiff/Defendant)

69 Wallacetown Road
(Street Address)

Morrisdale PA 16858
(City, State ZIP)

Taunya L Smeal
(Filed by)

69 Wallacetown Road; Morrisdale
(Address)

814-342-7405
(Phone)

William A. Shaw
(Signature)

FILED
01305401 2cc
AUG 21 2006 Def.
William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE BY MAIL

I, Tawnya L. Smeal, the Defendant, have on the date indicated below, served by mail a true copy of the following documents:

ANSWER TO COMPLAINT

The above documents were delivered by United States Postal Service Regular Mail to the Plaintiff's Attorney named below:

9 Wolpoff & Abramson, L.L.P.
Attn: David R. Galloway
10 4660 Trindle Rd. 3rd Floor
Camp Hill, PA 17011

12 Executed in Clearfield, PA on August 21, 2016. I declare
13 under penalty of perjury under the laws of the State of
14 Pennsylvania that the foregoing is true and correct.

Tawnya L. Smeal
Tawnya L. Smeal

12
0

FILED

AUG 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., : CIVIL ACTION – LAW
Plaintiff :
: :
vs. : :
: :
TAWNYA L. SMEAL, : NO. 06-1178
Defendant :
:

REPLY TO NEW MATTER

AND NOW, TO WIT, this 28th day of August, 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 following Reply to New Matter and avers as follows:

1. Conclusion of law, no response required. If a response is required, a payment was made in maintenance of this account on May 29, 2005. Therefore, the applicable statute of limitations would not run until May 29, 2009.
2. Conclusion of law, no response required. If a response is required, any and all allegations or insinuations of wrongdoing on the part of Plaintiff are hereby denied. By way of further response, the averments set forth in this paragraph are improperly listed as an affirmative defense and in violation of the Pennsylvania Rules of Civil Procedure.
3. Conclusion of law, no response required. If a response is required, any and all allegations or insinuations of wrongdoing on the part of Plaintiff are hereby denied.

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION
4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

FILED
AUG 30 2006
m/11:65/w
William A. Shaw
Prothonotary/Clerk of Courts
2 Cents to Att'l

WHEREFORE, Plaintiff respectfully requests that this Honorable Court dismiss Defendant's New Matter with prejudice and enter judgment in favor of Plaintiff and against Defendant, along with the allowable costs of this action, and such further relief as the Court deems just and appropriate.

Respectfully submitted,



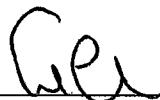
Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

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 Reply to New Matter 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.

8/28/06



Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,	:	CIVIL ACTION - LAW
Plaintiff	:	
	:	
vs.	:	
	:	
TAWNAYA L. SMEAL,	:	NO. 06-1178
Defendant	:	

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Reply to New Matter upon the pro se Defendant, by First Class Mail,
Postage Pre-Paid, a copy thereof on this 28th day of August, 2006, to:

Tawnya L. Smeal
69 Wallaceton Road
Morrisdale, PA 16858

AS
Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

William A. SAWYER
Prothonotary/Clerk of Courts

Aug 30 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1178-CD

Plaintiff

VS

CIVIL ACTION - LAW

TAWNYA L SMEAL

Defendant(s)

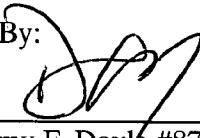
PRAECIPE TO SETTLE AND SATISFY

Please mark the above-captioned action as settled, satisfied and discontinued.

Respectfully Submitted,

By:

Date: 12/11/06


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

Cc: EMILIO FRANCISCO

W&A File No. 145043394

3CC & 3Cert
of disc issued
M 12:30pm to Aty
DEC 15 2006 Galloway
FILED
WM
William A. Shaw
Prothonotary/Clerk of Courts

4.5

FILED

DEC 15 2006

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

MBNA America Bank, N.A.

Vs.
Tawnya L. Smeal

No. 2006-01178-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 December 15, 2006, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by David R. Galloway Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of December A.D. 2006.



William A. Shaw, Prothonotary