



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1202-CD

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

Type of Case: Contract

Type of Pleading:

VS.


Filed on Behalf of: Plaintiff


HOLLY J BIGGANS  
773 KNOX RUN RD  
MORRISDALE PA 16858

Defendant(s)

Date:

7/20/06

  
\_\_\_\_\_  
Amy F. Doyle #87062 / Daniel E. Wolfson #20617  
Philip C. Warholc #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** *Any pd. 85.00*  
*7/18/06*  
JUL 27 2006 *rec shff*  
  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

VS

HOLLY J BIGGANS

Defendant(s)

:No.

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:CIVIL ACTION - LAW

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**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. 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

VS

HOLLY J BIGGANS

Defendant(s)

:No.

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:CIVIL ACTION - LAW

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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) días 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 AQ UN HONORARIO REDUCIDO O GRATIS.

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MBNA AMERICA BANK, N.A.

Plaintiff

VS.

HOLLY J BIGGANS

Defendant(s)

:  
: No.

:  
: CIVIL ACTION - LAW

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, HOLLY J BIGGANS, is an adult individual with a last known address of 773 KNOX RUN 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 summary of account.

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 \$7,742.39.

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 10 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$165.45.

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. 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.


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

16. 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 Defendant, in the amount of \$7,742.39, interest in the amount of \$165.45, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 7/20/02

  
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Philip C. Warholic #86341 / Andrew C. Spears #87737  
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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: 7/20/06



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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 the Agreement.

#### Privacy Notice

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

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

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

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

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 product or service 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 services or 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

in these additional circumstances. Please read the information carefully.

**Important Information About Your Checks:** We're dedicated to serving your needs, and to respecting your privacy. You may tell us not to share your credit eligibility information with MBNA, and you may tell us not to share information with MBNA, and you may opt out of sharing 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 1-866-761-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have 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 opt in if it becomes inactive or is closed.

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

This notice updates and replaces any previous notices from MBNA about the privacy, security, and collection of information. For additional information, including MBNA's privacy practices concerning the collection and use of information, please visit our Privacy Notice. You may have other privacy practices under state laws. We may amend this privacy notice at any time, and we will inform you of changes required by law.

### **Is Used Often in This Agreement**

"Term" or "Credit Card Agreement" means three (3) terms and conditions and the Required Federal and State Disclosures and any changes, we accept, or use, an account we hold. "You" and "your" mean each and all of the persons who are used in any other person who has requested payment of a bill, when used in the sections entitled "We Need Member Information" and "Additional and Updated" and then action of the sections relating to payment of this account.

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 Disclosures or as used in your monthly statement.

We use section headings (such as Words Used Often in This Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

### **Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies, to use in connection with your account. If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17094, Wilmington, DE 19881-7094. 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 devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Bill Payments done by check is the date you or the person to whom the check is made payable lists deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or house, commercial 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 your account to be used to make any illegal transaction.

### **Persons Using Your Account**

If you permit any person to use your card, access check, account number, or other credit device with the 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 holders.

### **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

### **You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check on your account, 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. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

### **Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount by your 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 reflect payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

### **When Your Payment Will Be Credited to Your Account**

We credit payments as of the date received. If the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### **How We Allocate Your Payments**

We will allocate your payments in the manner we determine in most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional rates).

by one percent in each case. Visa or MasterCard rewards this conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**Your billing cycle determined a**

**Account Fees and Charges**

**Required Federal Disclosures** The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees occur:

(1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before the Payment Due Date;

(2) an Overlimit Fee if your New Balance credit limit on the last day of the billing cycle is exceeded.

Each billing cycle begins on the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

charges charged by us cause your total to exceed your credit limit. If charged to your credit card, your credit

3) A Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason. The fee is paid upon subsequent receipt of the payment. The fee is \$35.00 per credit limit.

**Check unpaid for any reason**

(6) **an Annual Fee** if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned-Property Changes:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures and Disclosures for additional fees and charges that may apply to your account.

### Benefits

**We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, are subject to the terms and restrictions of the applicable brochure and other materials, and may change without notice.**

of, or on behalf of MENA Ament  
adjust, add, or delete benefits  
without notice.

**Refusal to Honor Your Account!**

... ..

**Your Account**  
or otherwise terminating this at any time and the Agreement continues to apply to all cards, accounts and when.

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**Contact us at**

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...and that the amount of this transaction exceeds the credit limit, (2) refuse to permit the transaction, or (3) If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. We may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused. There are no funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

### Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6711.

### You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

### What Law Applies

This Agreement is made in Delaware, and we extend credit 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.

### Your Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise our rights later.

### Arbitration and Litigation

This Arbitration and Litigation provision applies to you, even if you were given the opportunity to reject the Arbitration and Litigation provisions and you did so. In the event of a provision, you agreed that any litigation brought by you in a court located in the State of Delaware shall be your claim or dispute ("Claims") by either you or us against us, arising from or relating in any way to this Agreement or its terms, conditions, or provisions, or whether for money damages, specific performance, or equitable relief, including injunctive relief, shall be resolved by binding arbitration. Arbitration shall be conducted by the National Arbitration

Forum. 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.narbitration.com](http://www.narbitration.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations. We 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 participant as a member of a class or to bring a class action with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

The Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means NAF, America Bank, N.A., its parent, subsidiaries, affiliates, successors, 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, mortgage servicers, or other credit service providers under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and assigns) 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 statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

## CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

### CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS NOT A DEPOSIT, NOT FDIC-INSURED, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, AND NOT GUARANTEED BY THE BANK. PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work.\* If you are involuntarily unemployed, totally disabled, or if you are spouse takes covered family leave, Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NY, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant; authorized users are not eligible), under age 66 (70 in AZ, NY & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages 61 days from your certificate effective date. When 61 days from your certificate effective date, for unemployment or family leave benefits, you must be actively employed (contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss (FTY - before coverage effective date), (VA - on the date of loss). Employees of professional corporations may be eligible.

**Exclusions & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss; general strike; involuntary 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 LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY; your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted spouse, child, grandchild or parent in AZ; mandatory recall to active military duty; jury duty (except in AZ); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for unemployment for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NY), medical condition during first 6 months of coverage (not NJ), family leave benefits are not paid if you are eligible for...

receiving unemployment benefits...

receiving unemployment benefits...



**Exhibit "B"**



CLIENT NO 001730 MBNA ACCT#4264297168069735 BALANCE -- 7,742.39

\*\*\*\*\* PRIMARY DEBTOR \*\*\*\*\* C/O DATE 01/01/69 LSTPY DT 03/18/06

\*M-ACCT-NO \*M-REC-TYPE\*M-CUST-TYPE\*M-LAST-NAME

4264297168069735 A I BIGGANS

\*M-FIRST-NAME \*M-ADDR-1 \*M-ADDR-2

HOLLY J C/O THE ROLL LAW OFC PLLC PO BOX 2410

\*M-CITY \*M-COUNTY \*M-STATE\*M-ZIP \*M-HOME-PH

TEMPE AZ 852802410 8888178787

\*M-WORK-PH \*M-DOB \*M-POE-NAME

0000000000

\*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

ATTY

\*M-CO-RSN\*M-ACCT-STATUS\*M-INT-RATE\*M-RECEIPT-DATE\*M-CONTACT-DATE\*M-CO-DATE

PQP 0000 04/17/06 11/30/01 01/01/69

\*M-LAST-PYMT-DATE\*M-CO-AMT \*M-ASSOC-COST\*M-ACCRUED-INT\*M-CUR-BAL

03/18/06 7,742.39 .00 .00 7,742.39

\*M-NET-PRIN \*M-NET-COST \*M-NET-INT \*M-COMMENT-1

7,742.39 .00 .00 M121223456777

\*M-COMMENT-2

001 20060417 0000065

\*M-COMMENT-3 \*M-COMMENT-DATE

04/17/06

\*M-2ND-NAME \*M-MONTHLY-INCOME\*M-OTHER-INCOME

.00 .00

\*M-MONTHLY-PYMT\*M-OTHER-PYMT\*M-OWN-RENT-CODE\*M-RECOVERY-SCORE\*M-NEXT-PAY-DATE

.00 .00 R 0000

\*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 # 101765  
NO: 06-1202-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.  
vs.  
DEFENDANT: HOLLY J. BIGGANS

SHERIFF RETURN

NOW, July 31, 2006 AT 2:49 PM SERVED THE WITHIN COMPLAINT ON HOLLY J. BIGGANS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HOLLY J. BIGGANS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED  
0/3:10 cm  
AUG 10 2006

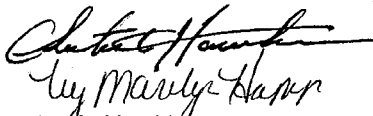
William A. Shaw  
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	33211	10.00
SHERIFF HAWKINS	WOLPOFF	33211	30.96

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1202- CD

Plaintiff

VS

CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

PRAECIPE FOR JUDGMENT

Please enter Judgment in favor of Plaintiff and against Defendant(s), HOLLY J BIGGANS , for failure to answer the Complaint.

(X)	Amount due	\$7,907.84
	Less credits	\$
	TOTAL	\$7,907.84, plus interest and costs

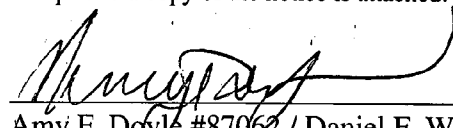
(X) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

(X) Pursuant to Pa.R.C.P. 237 (Notice of Praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

(X) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

Date:

9/25/06

  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholc #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

NOW, Oct. 5, 2006, JUDGMENT IS ENTERED AS ABOVE.

William A. Shaw  
Prothonotary/Clerk, Civil Division

By:

Deputy

FILED

OCT 05 2006

M 12:35/0

William A. Shaw

Prothonotary/Clerk of Courts

1 SENT TO ATTOR

1 SENT TO DEPT.

W/NOTICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1202- CD

Plaintiff

VS

CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CUMBERLAND

The undersigned counsel, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Holly J Biggans, above-named, is over 21 years of age; is last known to reside at 773 Knox Run Rd Morrisdale, County of Clearfield, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act and its Amendments.

Date:

9/25/06

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kimberly L. Eisenhauer, Notary Public  
Hampden Twp., Cumberland County  
My Commission Expires Nov. 17, 2009

Member, Pennsylvania Association of Notaries

SWORN and SUBSCRIBED to before me this

25

day of

September, 2006

  
Notary Public

W & A File No. 159544194

W&A File No. 159544194

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1202- CD

Plaintiff

VS

CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

CERTIFICATE OF RESIDENCE  
PA. R.C.P. 236

I hereby certify that the precise address of Plaintiff is:

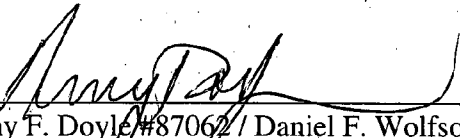
Mbna America Bank, N.A.  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington DE 19884-1411

and certify that the last known address of the within Defendant(s) is:

Holly J Biggans  
773 Knox Run Rd  
Morrisdale PA 16858

Date:

9/25/06

  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholc #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

**MAIN OFFICE**

**TVQ IRVINGTON CENTRE**  
**702 KING FARM BLVD., ROCKVILLE, MD 20850**

**REGIONAL OFFICES**

10605 JUDICIAL DR., BLDG. A-5, FAIRFAX, VA 22030  
1108 E. MAIN ST., STE. 1003, RICHMOND, VA 23216  
5122 GREENWICH RD., VIRGINIA BEACH, VA 23462  
919 N. MARKET ST., STE. 1300, WILMINGTON, DE 19899  
1 VALLEYBANK BLDG. BOX 1226, CLARKSBURG, WV 26302  
4660 TRINDLE ROAD, 3RD FLOOR, CAMP HILL, PA 17011  
28632 ROADSIDE DR., STE. 265, AGOURA HILLS, CA 91301  
39500 HIGH POINTE BLVD., STE. 250, NOVI, MI 48375  
300 CANAL VIEW BLVD., ROCHESTER, NY 14623  
5215 N. O'CONNOR BLVD., STE. 1060, LAS COLINAS, TX 75039  
180 GLASTONBURY BLVD., GLASTONBURY, CT 06033  
210 INTERSTATE NORTH PKWY., STE. 700, ATLANTA, GA 30339  
301 CARLSON PKWY., STE. 303, MINNETONKA, MN 55435

**LAW OFFICES**

**WOLPOFF & ABRAMSON, L.L.P.**

*Attorneys in the Practice of Debt Collection*  
(A National Collection Attorney Network Firm)

4660 TRINDLE ROAD  
SUITE 300  
CAMP HILL, PA 17011

717-303-6700

OUTSIDE THE CAMP HILL LOCAL AREA  
(TOLL FREE)  
1-800-758-0675

FACSIMILE 717-737-9051

PLEASE DIRECT ALL INQUIRIES TO THE CAMP HILL OFFICE

September 08, 2006

**NATIONAL COLLECTION ATTORNEY NETWORK**

**AFFILIATED FIRM LOCATIONS (NOT REGIONAL OFFICES OF WOLPOFF & ABRAMSON, L.L.P.)\***

BIRMINGHAM, ALABAMA	CEDAR KNOLLS, NEW JERSEY
ANCHORAGE, ALASKA	RALEIGH, NORTH CAROLINA
PHOENIX, ARIZONA	FARGO, NORTH DAKOTA
CABOT, ARKANSAS	CLEVELAND, OHIO
ENGLEWOOD, COLORADO	OKLAHOMA CITY, OKLAHOMA
FT. LAUDERDALE, FLORIDA	EUGENE, OREGON
HONOLULU, HAWAII	PROVIDENCE, RHODE ISLAND
BOISE, IDAHO	COLUMBIA, SOUTH CAROLINA
CHICAGO, ILLINOIS	KNOXVILLE, TENNESSEE
MERRILLVILLE, INDIANA	SANDY, UTAH
KANSAS CITY, KANSAS	MILWAUKEE, WISCONSIN
LEXINGTON, KENTUCKY	RAWLINS, WYOMING
METairie, LOUISIANA	
ST. LOUIS, MISSOURI	
GREAT FALLS, MONTANA	
OMAHA, NEBRASKA	
LAS VEGAS, NEVADA	
MANCHESTER, NEW HAMPSHIRE	

\* The National Collection Attorney Network is an affiliation of separate law firms.

W&A Hours of Operation:  
8 a.m.-5:30 p.m. ET M-F

**HOLLY J BIGGANS**  
**773 KNOX RUN RD**  
**MORRISDALE, PA 16858**

W&A File No. 159544194

RE: **MBNA AMERICA BANK, N.A.**  
**vs. HOLLY J BIGGANS**

Dear Holly J Biggans:

Enclosed herein please find a 10-Day Notice pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure.

Sincerely,



Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholc #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

**COPY**

Enclosure

cc: **Guy Roll**  
**Roll Law Office**  
**15300 N 90Th St Ste 900**  
**Scottsdale AZ 85260-0000**

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

NO. 06-1202- CD

Plaintiff

vs.

CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

TO: HOLLY J BIGGANS  
773 KNOX RUN RD  
MORRISDALE PA 16858

DATE OF NOTICE: September 08, 2006

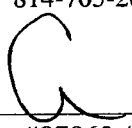
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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. MEHOLICK, COURT ADMINISTRATOR 230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
814-765-2641



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1202- CD

Plaintiff

VS

CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

NOTICE OF JUDGMENT

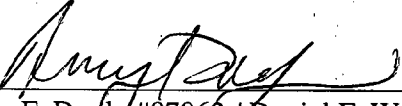
( x ) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$7,907.84, plus interest, on OCT. 5, 2006.

( x ) A copy of all documents filed with the Prothonotary in support of the within judgment is/are attached.

By: 

If you have any questions regarding this Notice, please contact the filing party.

Date: 7/25/06

  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholc #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

This Notice is given in accordance with Pa.R.C.P. 236.)

NOTICE SENT TO: Holly J Biggans  
773 Knox Run Rd  
Morrisdale PA 16858



**FILED**  
OCT 05 2006  
Prothonotary/Clerk of Courts  
William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

: No. 06-1202- CD

Plaintiff

:  
:  
:  
:  
:  
:  
:  
:  
:

vs.

: CIVIL ACTION - LAW

HOLLY J BIGGANS

Defendant(s)

PRAECIPE TO SATISFY JUDGMENT

To the Prothonotary:


Please mark the judgment in the above-entitled cause as paid and satisfied.

Respectfully Submitted,

By:

Date:

2/6/09

  
David R. Galloway #87326/Philip C. Warholc #86341  
Sarah E. Ehasz #86469/Robert N. Polas, Jr. #201259  
Amy F. Doyle #87062  
Mann Bracken LLP / Counsel for Plaintiff  
The Successor by Merger to Wolpoff & Abramson, LLP  
and Eskanos & Adler, P. C.  
4660 Trindle Road, Suite 300, Camp Hill, PA 17011  
Telephone: (717) 303-6700 Fax: (717) 737-9051

5 FILED pd #7.00 AM  
m/1:45pm 2cc +  
MAR - 2 2009 Set issued  
to Amy  
William A. Shaw  
Prothonotary/Clerk of Courts Galloway

**FILED**

**MAR -2 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

4 7

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

99999

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

MBNA America Bank, N.A.

No.: 2006-01202-CD

Vs.

Debt: \$7907.84

Holly J. Biggans



Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, March 02, 2009 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 2nd day of March, A.D. 2009.

  
Prothonotary 

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

MBNA AMERICA BANK, N.A.

: No. 06-1202- CD

Plaintiff

: CIVIL ACTION - LAW

vs.

HOLLY J BIGGANS

Defendant(s)

## CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the Praecipe was served upon the individual(s) listed below by Regular Mail, Postage Pre-Paid on

2/24/09

GUY ROLL

15300 N. 90th St. Ste 900  
Scottsdale, AZ 85260

HOLLY J BIGGANS  
PO BOX 15  
LANSE PA 16849-0015

FILED 2cc Amy Galloway  
m/1:45pm  
MAR -2 2009

William A. Shaw  
Prothonotary/Clerk of Courts

*WAS*

David R. Galloway #87326/Philip C. Warholic #86341  
Sarah E. Ehasz #86469/Robert N. Polas, Jr. #201259  
Amy F. Doyle #87062  
Mann Bracken LLP / Counsel for Plaintiff  
The Successor by Merger to Wolpoff & Abramson, LLP  
and Eskanos & Adler, P. C.  
4660 Trindle Road, Suite 300, Camp Hill, PA 17011  
Telephone: (717) 303-6700 Fax: (717) 737-9051