

06-1217-CD
MBNA vs Michelle Longstreth et al

2006-1217-CD
MBNA America vs Michelle Longstreth et al

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

MBNA AMERICA BANK, N.A.

No. *Ole-1217-CD*

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

Plaintiff

Type of Case: Contract

VS.

MICHELLE L LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 166660000

JAMES F LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 166660000

Defendant(s)

Date: 7/19/06

Philip C Warholic

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

FILED *Att'y pd. 85.00*
M 12 35 2006
JUL 28 2006 *cc Shff*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | |
|-------------------------|---------------------|
| MBNA AMERICA BANK, N.A. | :No. |
| Plaintiff | : |
| VS | :CIVIL ACTION - LAW |
| MICHELLE L LONGSTRETH | : |
| JAMES F LONGSTRETH | : |
| 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.
Plaintiff

VS

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH
Defendant(s)

:No.

:

:

:

:CIVIL ACTION - LAW

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NOTICIA

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

: No.

VS.

: :

MICHELLE L LONGSTRETH

JAMES F LONGSTRETH

Defendant(s)

: CIVIL ACTION - LAW

: :

COMPLAINT

AND NOW, this 07 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, MICHELLE L LONGSTRETH, is an adult individual with a last known address of 595 REAS RD, OSCEOLA MILLS, CLEARFIELD COUNTY, PA 16666-0000.

3. Defendant, JAMES F LONGSTRETH, is an adult individual with a last known address of 595 REAS RD, OSCEOLA MILLS, CLEARFIELD COUNTY, PA 16666-0000.

4. It is averred that Defendants were issued an open-end credit card account by Plaintiff. This account was created through a written contract between Plaintiff and Defendants, accepted by Defendants when they 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."

5. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendants 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.

6. At all relevant times material hereto, Defendants have been regular users of said charge card for the purchase of products, goods and/or for obtaining services and/or funds.

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

8. Defendants 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".

9. Defendants did not object to the summary of account.

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

11. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendants' credit account, as a result of charges made by said Defendants and/or any authorized users is the sum of \$20,200.15.

12. 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 %.

13. The amount of interest which has accrued on the aforementioned account is the sum of \$866.65.

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

15. 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 Defendants incident to the within action, the Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

16. The amount of attorney's fees incurred in this matter is the sum of \$3,030.02.

17. Despite reasonable and repeated demands for payment, Defendants have failed, refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

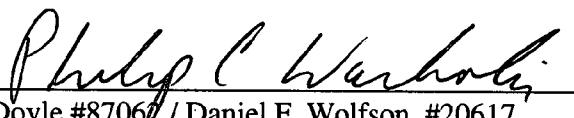
18. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

19. The amount in controversy exceeds 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 \$20,200.15, plus interest in the amount of \$866.65, plus attorney's fees in the amount of \$3,030.02, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 7/19/06



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
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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: 7/19/06



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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 loan 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 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

How To Use Your Account: You may 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 payees or to you for forwarding to your designated payees. 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 Cycle: 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 ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration. "Claim" 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-front.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 privileges 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 Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

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

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

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

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#74973176391869 BALANCE -- 20,200.15
***** PRIMARY DEBTOR ***** C/O DATE 01/01/69 LSTPY DT 08/31/05
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
74973176391869 A I LONGSTRETH
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
MICHELLE L RR1 595 REAMS RD
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
OSCEOLA MILLS PA 166669801 8143396406
*M-WORK-PH *M-DOB *M-POE-NAME
8147658587 08/02/72
*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
AGNY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 10/14/05 03/25/03 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCrued-INT*M-CUR-BAL
08/31/05 20,200.15 .00 .00 20,200.15
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
20,200.15 .00 .00 MBNA AMERICA MMMMMMMAMM111
*M-COMMENT-2
000 20051014 0000200
*M-COMMENT-3 *M-COMMENT-DATE
10/14/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
LONGSTRETH JAMES F .00 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0728
*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 # 101776
NO: 06-1217-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.
vs.
DEFENDANT: MICHELLE L. LONGSTRETH and JAMES F. LONGSTRETH

SHERIFF RETURN

NOW, August 02, 2006 AT 12:05 PM SERVED THE WITHIN COMPLAINT ON MICHELLE L. LONGSTRETH DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHELLE LONGSTRETH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
03:30 PM
AUG 15 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101776
NO: 06-1217-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.
VS.
DEFENDANT: MICHELLE L. LONGSTRETH and JAMES F. LONGSTRETH

SHERIFF RETURN

NOW, August 04, 2006 AT 3:30 PM SERVED THE WITHIN COMPLAINT ON JAMES F. LONGSTRETH DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES LONGSTRETH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101776
NO: 06-1217-CD
SERVICES 2
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.

vs.

DEFENDANT: MICHELLE L. LONGSTRETH and JAMES F. LONGSTRETH

SHERIFF RETURN

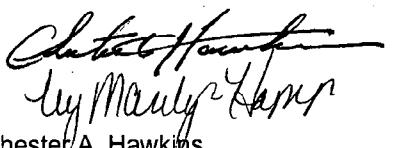
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WOLPOFF | 34647 | 20.00 |
| SHERIFF HAWKINS | WOLPOFF | 34647 | 26.39 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

FILED

AUG 15 2008

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1217-CD

Plaintiff

VS

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH
Defendant(s)

PRAECLPICE FOR JUDGMENT

Please enter Judgment in favor of Plaintiff and against Defendant(s), MICHELLE L LONGSTRETH JAMES F LONGSTRETH, for failure to answer the Complaint.

| | | |
|-----|--------------|--------------------------------------|
| (X) | Amount due | \$24,096.82 |
| | Less credits | \$ |
| | TOTAL | \$24,096.82, 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 Praeclpice 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 Doyle
Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED

OCT 05 2006

11/2/06

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN to WASH

CEN + W/NOTICE TO

EXCH DEPS

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

W.A. Shaw
Prothonotary/Clerk, Civil Division

By: _____
-Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1217-CD

Plaintiff

VS

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH

JAMES F LONGSTRETH

Defendant(s)

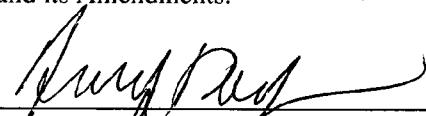
AFFIDAVIT OF NON-MILITARY SERVICE

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, Michelle L Longstreth, above-named, is over 21 years of age; is last known to reside at 595 Reas Rd Osceola Mills, 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. Doyie #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
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Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
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4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

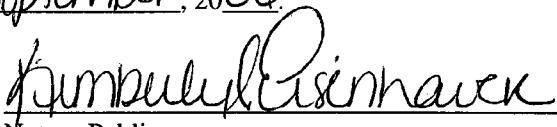
COMMONWEALTH OF PENNSYLVANIA

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. 148821821

W&A File No. 148821821

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1217-CD

Plaintiff

VS

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH
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, JAMES F LONGSTRETH, above-named, is over 21 years of age; is last known to reside at 595 REAS RD OSCEOLA MILLS, 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
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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

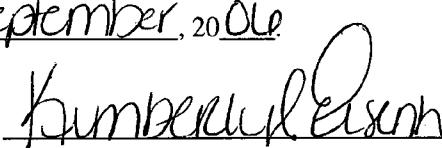
COMMONWEALTH OF PENNSYLVANIA

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.


Kimberly L. Eisenhauer
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1217-CD

Plaintiff

VS

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH

JAMES F LONGSTRETH

Defendant(s)

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

I hereby certify that the precise address of Plaintiff is:

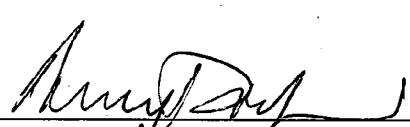
Mbna America Bank, N.A.
655 Paper Mill Road
Mail Stop 1411
Wilmington DE 19884-1411

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

Michelle L Longstreth
595 Reas Rd
Osceola Mills PA 16666-0000

James F Longstreth
595 Reas Rd
Osceola Mills PA 16666-0000

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
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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

TWO 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 VALLEY BANK BLDG., BOX 1226, CLARKSBURG, WV 26301
 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

MICHELLE L LONGSTRETH
595 REAS RD
OSCEOLA MILLS, PA 16666-
0000

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

W&A File No. 148821821

RE: MBNA AMERICA BANK, N.A.
vs. MICHELLE L LONGSTRETH JAMES F LONGSTRETH

Dear Michelle L Longstreth:

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. 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

Enclosure

cc: Michelle L Longstreth

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. 06-1217-CD

Plaintiff

vs.

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH

Defendant(s)

TO: MICHELLE L LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 16666-0000

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
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Telephone: (717) 303-6700
Counsel for Plaintiff

MAIN OFFICE

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

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OUTSIDE THE CAMP HILL LOCAL AREA
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1-800-758-0675

FACSIMILE 717-737-9051

PLEASE DIRECT ALL INQUIRIES TO THE CAMP HILL OFFICE

September 08, 2006

JAMES F LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 16666-0000

NATIONAL COLLECTION ATTORNEY NETWORK**AFFILIATED FIRM LOCATIONS (NOT REGIONAL)****OFFICES OF WOLPOFF & ABRAMSON, L.L.P.***

| | |
|-------------------------|--------------------------|
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| 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 | |

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

I Operation:
 .m. ET M-F

W&A File No. 148821821

RE: MBNA AMERICA BANK, N.A.
vs. MICHELLE L LONGSTRETH JAMES F LONGSTRETH

Dear JAMES F LONGSTRETH:

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. Warholic #86341 / Andrew C. Spears #87737
 David R. Galloway #87326 / Tonilyn M. Chippie #87852
 Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
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 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:

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. 06-1217-CD

Plaintiff

vs.

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH
Defendant(s)

TO: JAMES F LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 166660000

DATE OF NOTICE: 09/08/2006

IMPORTANT NOTICE

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CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830-
(814) -76-5-26


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. 06-1217-CD

Plaintiff

VS

CIVIL ACTION - LAW

MICHELLE L LONGSTRETH
JAMES F LONGSTRETH

Defendant(s)

NOTICE OF JUDGMENT

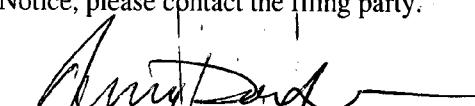
(x) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$24,096.82, plus interest, on Oct. 5, 2006.

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

By: Cull

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

Date: 9/25/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
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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: Michelle L Longstreth
595 Reas Rd
Osceola Mills PA 16666-0000

James F Longstreth
595 Reas Rd
Osceola Mills PA 16666-0000

Prothonotary/Clerk of Courts
William A. Shaw

OCT 05 2006

FILED

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INDEPENDENCE, OH

LAW OFFICES
MANN BRACKEN LLP
Attorneys in the Practice of Debt Collection
(A National Collection Attorney Network Firm)
4660 TRINDE ROAD
SUITE 300
CAMP HILL, PA 17011

THE SUCCESSOR BY MERGER TO WOLPOFF & ABRAMSON
LLP, AND ESKANOS & ADLER, P.C.

(TOLL FREE)
1-800-365-9054

FACSIMILE 240-238-4738

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VIENNA, VA

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1-22-09

06-1217-CN

PLEASE DIRECT ALL INQUIRIES TO THE CAMP HILL OFFICE

DAVID R. GALLOWAY, ESQUIRE (PA)

January 20, 2009

RECEIVED
PROTHONOTARY'S OFFICE

1-22-09

WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

Prothonotary
Clearfield County Court of Common Pleas
230 E. Market St.
Clearfield, PA 16830

Re: Nirmal A. Vincent v. Wolpoff & Abramson, LLP
Docket No: 08-423-DWA – United States District Court for the Western District of PA
MB File No. 148821821

Dear Prothonotary:

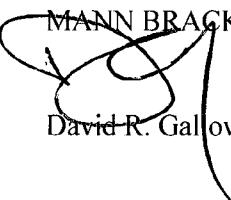
We write to respond to your note received in our office on December 29, 2008, to return the Class Action Credit Notice (hereinafter “Notice”) and to apologize for the delay in this response. For your reference, we provide you with a copy of Judge Ambrose’s Order dated November 24, 2008, issued in the referenced matter. We believe this Order will assist your Office with the handling of the Notice received by your office in late December.

Pursuant to Paragraph 8 of the Settlement Agreement (copy enclosed), approved by the enclosed Order, Wolpoff & Abramson, LLP, predecessor by merger with Mann Bracken, is obligated to notify the Prothonotary of the class action credit as it was applied to individual files; no further instruction as to how the Prothonotary is to handle that notice is provided by the Order. For your reference, Paragraph 8 of the Settlement Agreement reads as follows:

8. For any Settlement Class Member against whom a judgment has been entered that includes an amount claimed by W&A for attorney fees which amount remains unpaid, on or within 30 days after the Effective Date, *W&A shall file a notice with the court where the judgment was entered reflecting a credit on the judgment for attorneys' fees awarded upon the formula set forth above in Paragraph Number 7.* W & A shall also serve this notice by first class mail on the applicable class member. . . .

Please note, we are not moving to amend or mold the judgment; we are simply putting your Office on notice of the credit pursuant to the enclosed Order. Should you have any questions or concerns, please feel free to contact me directly at 800-365-9054.

Very truly yours,


MANN BRACKEN LLP
David R. Galloway

Enclosures

149205294

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CHAMPLIN, MN
HUNTERSVILLE, NC
CARSON CITY, NV
ROCHESTER, NY

LAW OFFICES
MANN BRACKEN LLP
Attorneys in the Practice of Debt Collection
(A National Collection Attorney Network Firm)
4660 TRINDE ROAD
SUITE 300
CAMP HILL, PA 17011

THE SUCCESSOR BY MERGER TO WOLPOFF & ABRAMSON, L.L.P AND ESKANOS & ADLER, P.C.
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PLEASE DIRECT CORRESPONDENCE TO CAMP HILL OFFICE

DECEMBER 22, 2008

Prothonotary
CLEARFIELD County Court of Common Pleas
CLEARFIELD COUNTY PROTHONOTARY
230 E. MARKET ST.

CLEARFIELD PA 16830

Re: MICHELLE L LONGSTRETH

JAMES F LONGSTRETH

Our Client: FIA Card Services, N.A., f/k/a/ MBNA America Bank, N.A.

State Court Docket No. 06-1217-CD

Federal Case Name: Nirmal A. Vincent v. Wolpoff & Abramson, LLP

Federal Docket No: 08-423-DWA-U.S. District Court for the Western District of PA

Federal Class Action Settlement Notice

MB FILE No. 148821821

Dear Clerk,

Pursuant to Order of Court dated November 24, 2008, signed by Judge Ambrose of the United States District Court for the Western District of Pennsylvania, Plaintiff, by and through its counsel, the law firm of Mann Bracken, LLP, notifies this Honorable Court that, effective December 1, 2008, Defendant(s) is entitled to a Judgment credit of \$ 1515.01.

Sincerely,

MANN BRACKEN LLP

cc: JASON J MAZZEI
432 Boulevard Of The Allies
Pittsburgh PA 15219

JAMES F LONGSTRETH
595 REAS RD
OSCEOLA MILLS PA 16666

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

FIACRC/FIACRC



**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

NIRMAL A. VINCENT, individually)
and on behalf of a class of)
similarly situated persons)
Plaintiff)
WOLPOFF & ABRAMSON, L.L.P.)
Defendant.)
Civil Action No. 08-423-DWA

**FINAL JUDGMENT APPROVING SETTLEMENT
AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS;

This matter having come before the Court on the Motion of Parties for Final Approval of settlement, in accordance with a Settlement Agreement ("Settlement Agreement"), by and between Wolpoff & Abramson ("W&A"), on the one hand, and plaintiffs on behalf of themselves and the members of the purported class (collectively "Class Members" or "Class Plaintiffs") in the above-styled action (the "Action");

A Fairness Hearing having been held before the Court on November 24, 2008, pursuant to this Court's Order Preliminarily Approving Settlement and Directing Notice to Class (the "Order"),

Notice having been given to Class Members pursuant to the Order, the respective parties having appeared by their attorneys of record;

The Court having heard and considered the positions advanced in support of the proposed settlement of this Action, the attorneys for the parties having been heard, an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Order and Notice;

The Court having determined that this Action satisfies the requirements of Fed.R.Civ. P. R. 23(b)(3) in an Order dated September 9, 2008 with respect to a class of persons defined as:

a) All natural persons with addresses in the Commonwealth of Pennsylvania (b) who allegedly entered into consumer credit card agreements with MBNA America Bank; (c) as to whom W & A undertook collection by mailing correspondence or filing suit (d) as to whom W & A assessed, demanded and/or charged a percentage of the amounts allegedly owed as attorneys' fees (e) in connection with the collection of a debt for personal family or household purposes (e) on or after August 25, 2005 until the present.

The Settlement Class does not include, and therefore does not effect or release, the claims of persons who would come within the defined Settlement Class above, but who have filed for protection under the federal bankruptcy laws.

("Class Members").

Notice to the Class Members having been adequate and sufficient and in compliance with all the requirements of due process;

The Court having determined that it has jurisdiction over the subject matter of the Action and over all parties to the action, including Class Members;

The Defendant having complied with 28 U.S.C. § 1715 by providing notice to the Pennsylvania Attorney General and the Disciplinary Board of the Supreme Court of Pennsylvania of this proposed class action settlement of this action as set forth at Electronic Case Filing Docket no. 34; and

No objections having been filed by Class Members.

After reviewing the Settlement Agreement, considering the record, pleadings and other documents filed in support of the request for final approval of the Settlement, and the presentations of counsel, the Court finds as follows:

1. The question presented on a motion for final approval of a proposed class action settlement is whether the proposed settlement is fair within Fed.R.Civ.P. 23(e) in light of the following factors:

(1) the complexity, expense and likely duration of the litigation ...;(2) the reaction of the class to the settlement ...; (3) the stage of the proceedings and the amount of discovery completed ...; (4) the risks of establishing liability ...; (5) the risks of establishing damages ...; (6) the risks of maintaining the class action through trial ...; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery ...; (9) the range of reasonableness of the settlement fund to a possible recover)' in light of all the attendant risks of litigation...

Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975); see also *Walsh v. Great Atlantic and Pacific Tea Co.*, 726 F.2d 956 (3d Cir. 1983). Subsequent to *Girsh*, the Third Circuit has also suggested additional factors to consider. See *In re Prudential*, 148 F.3d 283, 323 (3d Cir. 1998). The Court finds that the seven *Girsh* factors and the additional *Prudential* factors are satisfied as set forth below:

A. The complexity, expense and likely duration of the litigation

2. Absent the settlement, future proceedings would take a long time and would be costly. Future proceedings would include class certification proceedings, a trial on the merits, possibly additional objections to class certification and, given the novel legal issues presented, an appeal to the Third Circuit Court Of Appeals. Both parties would be required to extensively brief

and argue the issues. Whether or not the case proceeded on a class basis, discovery would have to be pursued, dispositive motions filed and it is highly likely that trial preparation on both sides would be necessary. Given Defendant's vigorous advocacy of the contention that it did not violate the FDCPA, it would be unrealistic not to expect appeals from any result reached on the question of liability or of damages. Avoidance of this unnecessary expenditure of time and resources clearly benefits all parties.

B. The Reaction Of The Class To The Settlement

3. On September 23, 2008, 1524 notices were individually mailed to Class Members advising them of the terms of the settlement and their right to exclude themselves from the Class. The deadline for Class members to exclude themselves or to object was October 23, 2008. See Affidavit of Class Notice Mailing. ECF Docket No. 42.

4. Only twelve (12) Class Members have exercised the right to opt out. See Affidavit Evidencing The Persons Who Have Requested Exclusion. ECF Docket No. 40. The fact that there is 12 opt-outs out of a class 1524 members, and no objections, is convincing evidence of the proposed settlement's fairness and adequacy.

C. The Stage of the Proceedings and the Amount of Discovery

5. A settlement should not be approved if the parties do not have an "adequate appreciation" of the merits of the case. *In re Prudential*, 148 F.3d at 319, quoting *In re General Motors*. 55 F.3d 768, 813 (3d Cir. 1995).

6. The proposed settlement was reached at a point in the litigation where the Parties have a clear understanding of the factual basis for the claims and defenses. The class action in the *Bontempo v. Wolpoff & Abramson*, 06-745 action involved discovery including both class

and merits discovery. Thousands of documents were produced and reviewed by the Parties in *Bontempo*. Class certification was fully briefed and argued on a complete record. Defendant had submitted briefs presenting its summary judgment, merits and class defenses. Plaintiffs had reviewed documents produced by W& A relating to its policies, practices and procedures in connection with its assessment of attorneys' fees in the *Bontempo* action. In this Action, the matter was referred to mediation and settled prior to any discovery.

7. The settlement here comes only after the parties had sufficient time to understand and evaluate their respective positions. In addition, the parties met with Retired Judge Kenneth J. Benson acting as a mediator on several occasions in their attempts to work out a settlement.

8. Thus, the final settlement occurred only after the parties and the Court were able to assess its fairness. As a result of the parties' efforts, the litigation had reached the stage where the parties certainly had a clear view of the strengths and weaknesses of their cases.

D. The Risks of Establishing Liability

9. This factor surveys the possible risks of litigation in order to balance the likelihood of success and potential damages against benefit of settlement.

10. The Class Plaintiffs face risks that their claims might be dismissed in total. The Class Plaintiffs face a risk that they may not sufficiently establish that conduct was contrary to law and, therefore, may not recover actual or statutory damages provided for under the FDCPA. The Class Plaintiffs also face risk that the court would not grant certification of the class. The Class Plaintiffs also faced risk that they could not obtain class statutory damages because of the limitation imposed by 15 U.S.C. § 1692k which limits the amount of statutory damages recoverable in a class action.

11. These considerations weigh in favor of settlement.

E. The Risks of Establishing Damages

12. There are risks in proving damages, which the parties have avoided by virtue of the proposed settlement. The determination of damages is a complicated and uncertain process, typically involving conflicting opinions.

13. Class Plaintiffs allege that Defendant violates Section 1692f of the FDCPA which prohibits a debt collector from using any unfair or unconscionable means to collect or attempt to collect a debt, including but not limited to, the collection of any amount (including any interest fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement or permitted by law. 15 U.S.C. § 1692f(1).

14. Class Plaintiffs also allege that W&A violated Section 1692e of the FDCPA which prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of a debt, including but not limited to, the false representation of the character, amount or legal status of any debt and the false representation of any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt. 15 U.S.C. §§ 1692e(2)(A) & (B). Section 1692e(10) prohibits the use of any false representation to collect or attempt to collect a debt or to obtain information concerning the consumer. 15 U.S.C. § 1692e(10).

15. Under Class Plaintiffs' legal theory, if successful at trial, class members could recover their actual damages plus an amount of statutory damages of up to \$1000, but limited by the net worth of the debt collector. See 15 U.S.C. 1692k. The maximum amount of statutory

damages a class member could recover would be \$1000. The total amount of actual damages a class member could recover is the amount of attorneys' fees assessed by W&A.

16. At the same time the MBNA credit card agreement provides that class members could be assessed some amount of attorneys' fees relative to the cost of collection. The settlement, nonetheless, provides a return of 50% of any amount of attorneys' fees assessed either by a direct monetary payment or by debt cancellation.

17. Further, the Class Plaintiffs faced risks in establishing a right to recover statutory damages. As stated, the FDCPA limits the right to collect statutory damages in a class action to the lesser of \$500,000 or 1 per centum of the net worth of the debt collector. 15 U.S.C. § 1692k(2)(B). Here, the Plaintiffs faced risk in establishing any right to statutory damages in light of Defendant's contention that it has a negative net worth.

18. Notwithstanding Class Plaintiffs' confidence in their ability to win damages at trial, the settlement obviates the litigation risk to them and secures substantial and valuable relief.

19. This factor weighs in favor of settlement.

F. The risks of maintaining the class action through trial

20. The settlement here comes before a ruling by the Court on class certification.

Class Plaintiffs prior motion for class certification was denied on grounds of "inadequacy" of the class representative in the *Bontempo* action. Even if Class Plaintiffs were able to prevail on that issue, it is by no means certain that the Class would not be decertified during trial or on appeal. Defendant could always raise a number of issues in favor of decertification, any one of which could result in the loss of certification. This factor weighs in favor of approving the settlement.

G. The Ability of the Defendant to Withstand a Greater Judgment

21. Defendant is a law firm that recently merged with another law firm and is now known as MannBracken LLC. This transaction may raise the question as to whether MannBracken LLC, as a successor by merger, is liable for the actions of Defendant. This factor supports approval of the settlement.

H. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery

22. An assessment of the reasonableness of a proposed settlement seeking monetary relief requires analysis of the present value of the damages a plaintiff would likely recover if successful, appropriately discounted for the risk of not prevailing.

23. The maximum amount of statutory damages a class member could recover would be \$1000. The total amount of actual damages a class member could recover is the amount of attorneys' fees assessed by W&A. At the same time the MBNA credit card agreement provides, as a matter of contract, that class members could be assessed some amount of attorneys' fees relative to the cost of collection. The settlement, nonetheless, provides a return of 50% of any amount of attorneys' fees assessed either by a direct monetary payment or by debt cancellation. The settlement also provides injunctive relief that Plaintiffs might not obtain even if they did ultimately obtain a verdict at trial. The settlement therefore provides relief well within the range of relief that could be obtained at trial.

24. In light of the questions of law and fact present in this litigation as discussed above, the value of the proposed settlement outweighs the mere possibility of future relief. The parties estimate that a trial of this litigation would have lasted several days, with the possibility that it could run longer depending upon the need for and length of expert testimony. The

expense of such a trial and the use of judicial resources and the resources of the parties would have been substantial. Moreover, in light of the highly contested nature of liability, it is likely that any judgment entered would have been the subject of post-trial motions and appeals, further prolonging the litigation and reducing the value of any recovery. Thus, a settlement is advantageous to all concerned. An appeal of a damage award could seriously and adversely affect the scope of an ultimate recovery, if not the total recovery itself.

25. While Class Plaintiffs may be confident of their ability to prevail at trial, no final adjudication has been made as to the validity of their claim. The Court also recognizes that Defendant has continued to deny all liability and allegations of wrongdoing and that some or all of Class Plaintiffs' claims could have been dismissed in connection with dispositive motions which would surely be filed, if the settlement were not approved.

26. The proposed settlement represents a substantial benefit for the Class Plaintiffs. The settlement provides each class member with a 50% reduction in the amount of attorneys' fees allegedly owed pursuant to certain MBNA credit card agreements whether by a direct cash payment or by a debt cancellation. The settlement provides other injunctive relief that could not be recovered even were this matter to be successful at trial. The settlement also provides for a cy pres payment for any residue remaining after Class Members' claims have been paid pursuant to the settlement.

J. Additional Factors

27. In considering the relevant factors discussed in *In re Prudential*. 148 F.3d at 323, the Court finds that (a) the pleadings, discovery, and negotiations have developed the underlying substantive issues such that all parties may assess the merits of the claim: (b) members of the Class

have had a sufficient opportunity to opt out of the settlement; (c) the awards to the Representative Plaintiffs, discussed below, are fair, adequate and reasonable; and (d) the procedures for processing the individual claim forms under the settlement are fair and reasonable.

28. Class Counsel applies to this Court for a settlement amount of \$1,000 for Representative and an extinguishment of any debt purportedly owed to MBNA. This award represents actual and statutory damages under the FDCPA, as well as a recognition of the benefit of the settlement Plaintiff has achieved for the Class.

29. The requested award is well within amounts awarded to class representatives in similar litigation. The Court has found no evidence of any conflicts between financial incentives of counsel and the interests of the Class.

30. In conclusion, most if not all of the factors discussed above weigh in favor of the settlement of this class action.

K. The Representative Plaintiffs Are Entitled To Incentive Payments For Their Participation In This Action

31. Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation. The payment of \$1000 plus the debt cancellation provided to Mr. Vincent is within the range of incentive awards authorized in consumer class actions.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the Action, the Class Members, and Defendant.

2. Class Members have been certified under Rule 23(b)(3) of the Federal Rules of Civil Procedure, with the named plaintiff in the Action serving as the representative of the Class.

3. The Settlement Agreement was reached after arm's-length negotiations between the Parties. The Settlement Agreement and the proposed Settlement are fair, reasonable and adequate, consistent and in compliance with all applicable requirements of the United States Constitution (including the Due Process Clause), the Federal Rules of Civil Procedure, the Rules of Court and any other applicable law, and in the best interests of each of the Parties and the Class Members. The terms of the Agreement and this Final Judgment are binding on Plaintiff and all other Class Members, except those who timely and properly filed a request for exclusion and whose names are listed in Exhibit A hereto, as well as their heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel and all other preclusive effect in all pending and future claims, lawsuits or other proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve matters that were or could have been raised in this Action or are otherwise encompassed by the release set forth in the Settlement Agreement .

4. The Notice and the notice methodology, implemented pursuant to the Settlement Agreement: (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Fairness Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of Court and any other applicable law.

5. Except as to any individual (identified on Exhibit A hereto) who has validly and timely requested exclusion from the Settlement Class, this Court hereby dismisses with prejudice and without costs (except as otherwise provided in the Settlement Agreement) the litigation against Defendant. Plaintiffs and all Class Members and any person or entity acting on their behalf, except those whose names are listed on Exhibit A, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action; and (ii) organizing such nonexcluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

6. The Lawsuit is hereby dismissed with prejudice.
7. The releases set forth in the Settlement Agreement are hereby approved.
8. Except for the obligations expressly provided for in the Agreement, Class Members fully and finally release the Defendant from the claims in this action as defined in the Settlement Agreement.
9. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits

attached hereto as: (i) are consistent with the Final Judgment; and (ii) which do not limit the rights of Class Members under the Agreement.

10. The Court hereby grants the request for Class Representative Awards of \$1000 to Nirmal Vincent and otherwise approves of the debt cancellation relief set forth in Paragraph 12 of the Settlement Agreement. This request is justified in light of the following facts: (1) Plaintiffs spent numerous hours conferring with the Plaintiffs' Attorneys, reviewing documents, gathering evidence, formulating discovery requests and/or responding to discovery, (2) Plaintiff's efforts resulted in a favorable result for the Class, and (3) Defendant does not oppose the request. The Class Representative payment will be paid to Plaintiff by Defendant as provided in the Settlement Agreement.

11. Without affecting the finality of the Final Judgment, the Court shall retain jurisdiction over the Action and the Parties and Class Members, and the administration and enforcement of the Settlement, for a period of three (3) years following the entry of this Order.

SO ORDERED this 24th day of Nov., 2008.

BY THE COURT:

Doreeta J. Ambrose
Hon. Chief Judge Ambrose

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Nirmal Vincent, Plaintiff

v.

WOLPOFF & ABRAMSON, L.L.P., Defendant.

Civil Action No. 08-423-DWA

AFFIDAVIT OF EXCLUSION REQUESTS

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :
:

I, JULU E. DIXON, deposes and states that

1. I am an employee of Malakoff & Brady, P.C.
2. I was retained as Settlement Administrator to assist the parties of this case.
3. I was responsible for compiling the list of exclusions.
4. As of October 23, 2008, there were twelve (12) people who excluded themselves from the class. The names and addresses are as follows:
 - a. Esther Alvarez, 130 S. 3rd St.; Harrisburg, PA 17101;
 - b. Ralph Blackburn, 135 Vassar St.; Philadelphia, PA 19128;
 - c. Patricia Bocchino, 2439 S. Clarion St.; Philadelphia, PA 19148;
 - d. Erika Cejas, 5916 Greene St.; Philadelphia, PA 19144;
 - e. Michau Charters, 234 Friday Rd.; Pittsburgh, PA 15209;
 - f. David Livingston, 311 Nebinger St.; Lewisberry, PA 17339;
 - g. Peggy J. Miller, 51 Buffards Riverside Est.; Lawrenciville, PA 16929;
 - h. Nancy Orts, C-2 Hunter Hills Apts.; Flemington, NJ 08822;
 - i. Sarah A. Rhea, 665 Stuchell Rd.; Homer City, PA 15748;

- j. Stephen Wagner, 5244 W. Hopewell Rd.; Center Valley, PA 18034;
- k. Magnus Wiliams, 6414 Buist Ave.; Philadelphia, PA 19142;
- l. Kenneth F. Zemlock, 1601 Camp Faith Rd.; Penn Run, PA 15765.


Julu E. Dixon

SUBSCRIBED and SWORN TO before me
this 14th day of November, 2008.



Sharon L. Morganado
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sharon L. Morganado, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 1, 2012

Member, Pennsylvania Association of Notaries

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this August 29, 2008, by and between Nirmal A. Vincent ("Representative Plaintiff"), as representative of a defined class of persons ("Settlement Class Members or Class Members"), on the one hand, and Wolpoff & Abramson, L.L.P. ("W&A"), on the other.

WHEREAS, the Representative Plaintiff filed a class action lawsuit against Wolpoff & Abramson on March 27, 2008 in the United States District Court for the Western District of Pennsylvania;

WHEREAS, the Representative Plaintiff alleged that W&A violated the Fair Debt Collection Practices Act (“FDCPA”) by assessing and collecting liquidated attorney fees at 15% of the outstanding balance pursuant to credit card contracts issued to Pennsylvania residents by MBNA America Bank, N.A., now known as FIA Card Services, Inc. (“MBNA”) and;

WHEREAS, after this action was filed and following the initial pre-trial conference, the Parties herein engaged in mediation pursuant to L.R. 16.2 before Kenneth J. Benson on June 4, 2008.

WHEREAS, following the mediation of the action, the Parties continued discussions and then the Parties reached a Memorandum Of Understanding on July 18, 2008.

WHEREAS, W&A has at all times, denied and continues to deny, that it has

committed any wrongful acts or violations of law of any nature whatsoever or that it has any liability to the Class Members;

WHEREAS, uncertainty exists as to the potential liability of W&A in the lawsuit and as to the nature and amount of relief, if any to which Class Members may be entitled until liability is established;

WHEREAS, after extensive arms-length negotiations by and through their counsel, the parties agreed to settle the lawsuit, subject to approval of the Court;

WHEREAS, as a result of the parties' agreement to settle the lawsuit, the parties filed and the Court signed, on July 25, 2008, a Consent Order for a thirty (30) day standstill of the lawsuit, which was subsequently extended by the Court; and

WHEREAS, counsel for Class Members have thoroughly analyzed the applicable law and all of the facts and have concluded that the proposed settlement herein is fair and reasonable and in the best interest of the Settlement Class because it provides substantial and immediate relief and avoids the considerable risks and delays of further litigation; and

WHEREAS, while denying any fault, wrongdoing or liability, W&A believes that the proposed settlement herein is desirable in order to avoid further significant burden, expense, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources.

NOW, THEREFORE, it is hereby STIPULATED and AGREED by the parties that the lawsuit shall be settled, subject to the approval of the Court, on the following terms and conditions:

1. For settlement purposes only, the parties hereto agree that the following settlement class (the "Settlement Class") should be certified:

(a) All natural persons with addresses in the Commonwealth of Pennsylvania (b) who allegedly entered into consumer credit card agreements with MBNA America Bank; (c) as to whom W & A undertook collection by mailing correspondence or filing suit (d) as to whom W & A assessed, demanded and/or charged a percentage of the amounts allegedly owed as attorneys' fees (e) in connection with the collection of a debt for personal family or household purposes (e) on or after August 25, 2005 until the present.

The Settlement Class does not include, and therefore does not effect or release, the claims of persons who would come within the defined Settlement Class above, but who have filed for protection under the federal bankruptcy laws.

If the settlement is not approved, W & A's stipulation to certification of the class shall be null and void *ab initio*, and may not be used or relied upon by plaintiffs in the Lawsuit

2. After execution of this Agreement, the Parties shall file a joint motion asking the Court to enter an order granting preliminary approval of the Settlement in the form attached hereto as Exhibit "A" (the "Preliminary Approval Order") and approving the form of Class Notice attached as Exhibit "B." Thereafter, counsel for Class Members shall file a motion requesting the Court to grant final approval of the settlement, and for entry of an order granting final approval of the Settlement.

3. As part of the settlement, W&A agrees that commencing on the Effective Date (defined below in Paragraph 19) of the settlement as provided for in the final judgment, and for a four year period thereafter, W& A shall revise its procedures for seeking to collect and collecting attorneys' fees against Pennsylvania residents pursuant MBNA credit card agreements. Under this procedure, W&A shall notify any affected person in any written communication apart from a court pleading as follows:

Your credit card agreement with MBNA provides that if you are in default that MBNA can require you to pay reasonable attorney fees if your account is referred for collection to an attorney who is not a salaried employee of MBNA.

4. If W&A commences any action to collect an alleged debt under the MBNA Agreement, W&A shall allege against any defendant in the initial pleading or any subsequent amendment to the initial pleading as follows:

The credit card agreement provides as follows:

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided in the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur

in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Plaintiff is entitled to recover their reasonable attorneys pursuant to this provision and applicable law.

5. To the extent that the provisions of MBNA credit card agreement are revised, W&A shall include in the initial pleading or any subsequent pleading an allegation that recites the attorney fee provision in the applicable contract.

6. As part of the settlement W &A shall reduce the amount of attorney fees that W&A contends is owed by each class member which according to W&A's records constitutes 15 % of the total amount of outstanding principal owed. W&A shall reduce the amount alleged owed from 15 % to 7.5 % of the total amount of outstanding principal and interest owed.

7. The 7.5% reduction shall be provided to class members as follows: a) For each class member who paid the claimed 15% to W&A, such class member shall be entitled to a payment calculated as 50% of the amount of attorneys' fees paid to W&A . This payment shall be calculated as the difference between the amount actually paid and 7.5% (for example, if the class member paid 15% attorneys fees, the refund would equal 50% of the fees paid to W&A) ; b) For each class member who has not paid any amount of attorneys' fees to W&A, or who has paid attorney fees of less than 7.5%, W&A shall reduce the amount due and owing to 7.5 % and reflect this on its records. It is estimated that the number of Class Members entitled to a reduction of this alleged attorneys' fee debt is 1556. The number of persons in category 7 a) is approximately 50. The number of persons in category 7 b) is 1556. On or before the mailing of the Notice, W & A shall provide a list of class members to Class Counsel which identifies each of the Class Members identified as receiving Settlement Benefits pursuant to this Paragraph 7 and which lists the current principal, current balance, total paid, original attorney fee assessed, amount of attorneys' fees paid, judgment date as well as identifying the amount of the Settlement Benefit under 7 a) or 7 b) to which they are entitled.

8. For any Settlement Class Member against whom a judgment has been entered that includes an amount claimed by W&A for attorney fees which amount remains unpaid, on or within 30 days after the Effective Date, W&A shall file a notice with the court where the judgment was entered reflecting a credit on the

judgment for attorneys' fees awarded upon the formula set forth above in Paragraph Number 7. W & A shall also serve this notice by first class mail on the applicable class member. For any other class member entitled to an alleged debt reduction, W & A shall send a written notice, agreed to by the Parties, on or within 30 days after the Effective Date, informing them of the reduced amount allegedly owed. W & A shall provide an Affidavit to Class Counsel attesting to the mailing and completion of these tasks.

9. W&A agrees not to collect or seek to collect any additional amount of attorney fees with respect to the accounts of each Settlement Class Member who receives the relief specified above in Paragraph 7, except that W&A may seek to recover reduced attorney fees in the amount of 7.5 % of the principal amount of the debt at the time of refund by MBNA with respect to the Class Members identified as receiving the relief under Paragraph 7(b).

10. In order to provide the monetary payment to certain Settlement Class Members as set forth above in Paragraph 4, W&A shall within ten (10) business days after final approval by the Court, create a settlement account into which the Total Monetary Fund would be deposited. W&A's deposit into such account shall be in the amount of \$50,000.00. It is estimated that the number of Settlement Class Members entitled to a monetary payment is 50 and the amount of a fund necessary to provide each of them the payment described above in Paragraph 5(a) is \$19031.43.. To the extent that the Total Monetary Fund is insufficient to make the requisite payments to Class Members, W&A shall deposit an additional amount to make such payments.

11. In the event that there remains any residue of the Total Monetary Fund after distribution to Class Members, then W&A agrees to pay the residue to National Consumer Law Center Building Fund subject to Court approval.

12. W&A shall pay the Named Plaintiff an incentive award of \$1000.00 and will further dismiss the complaint with prejudice filed in the Court of Common Pleas of Allegheny County at docket # AR-07-003806 and eliminate his debt allegedly owed to MBNA in the amount of \$13056.36, subject to court approval in this action.

13. Class counsel will seek their reasonable attorney fees, costs and expenses to be paid separately by W&A as approved by the Court. This amount shall be based on Plaintiffs' Counsels' time expended during this litigation and the *Bontempo* case and shall include any future estimated or actual time expended for purposes of obtaining court approval of the settlement. W&A does not concede

that Counsel is entitled to fees based on their work in the *Bontempo* case and W&A remains free to contest the fee application on this and any other applicable grounds. The parties will continue to attempt to agree on the amount of attorneys' fees and costs. To the extent the parties cannot reach an agreement on attorneys' fees, W & A will remain free to contest such application. The settlement is not contingent upon Court approval of the full amounts sought in the fee petition filed by Plaintiffs' counsel.

14. The rights, obligations and commitments under this Agreement shall extend to MannBracken, LLC, a Georgia Limited Liability Company, which acquired W&A by merger effective July 1, 2008

15. Nothing in this Agreement prevents or precludes W&A from seeking to collect, collecting, or requesting attorneys' fees pursuant to the terms of the MBNA Agreement, except as provided in this Agreement.

16. W&A shall pay for the costs of notice and settlement administration. W&A may select the settlement administrator, however Plaintiff shall have the right to reasonably object to W&A's selection. Unresolved disputes may be presented to the Court. The costs of notice and settlement shall not in any way reduce the benefits available to the Class Members. Class Counsel shall have the same rights as W&A to make reasonable requests for information about the administration of the settlement from the settlement administrator. In connection with the settlement administration, W&A or the settlement administrator shall make and file an affidavit of notice, which verifies the mailing of the Class Notice and Claim Form to identified Class Members.

17. Within fourteen (14) days after the Court enters an order preliminarily approving the settlement, W&A or the settlement administrator will mail the Class Notice, in the form attached as Exhibit "B" subject to any revisions made by the Parties after review by the Court to each member of the Settlement Class at his/her last known address as reflected in the computer records of W&A.

18. No later than ten (10) days prior to the Fairness Hearing, Plaintiff's counsel shall prepare and file with the Court, and serve on W&A's counsel, a list of all persons who have timely opted-out of the Class with copies of the Exclusion Requests or who intend to object to the settlement according to the instructions set forth in the Class Notice. The settlement administrator shall notify Plaintiff's counsel at least fifteen (15) days before the Final Approval hearing of their record of the number and identity of persons who have timely elected to opt-out of the Class or who intend to object to the settlement according to the instructions set

forth in the Class Notice.

19. W&A will make payment into the Settlement Account as described above in paragraph 10 and Plaintiff's incentive awards granted by the Court within thirty (30) days of the Effective Date. If no appeal is filed from the Final Judgment, the Effective Date shall be the fortieth (40th) day after the date of the Final Judgment. If an appeal has been filed from the Final Judgment, the Effective Date shall be thirty (30) days after the Final Judgment has been upheld on appeal and the time for further appeal has expired.

20. For the consideration stated herein, the receipt and sufficiency of which are hereby acknowledged, Plaintiff agrees that the Lawsuit shall be dismissed with prejudice, and Plaintiff and all Class Members who do not timely exclude themselves from the class, on behalf of themselves, their heirs, executors, administrators, successors and assigns, hereby remise, release and forever discharge W&A, successors, assignees, present and former officers, directors, employees, shareholders, representatives, insurers, agents and attorneys (collectively the "Released Parties") from any and all other claims which are based on or related to the claims in the Complaint with respect to the Released Parties' allegedly improper assessment of and attempts to collect liquidated attorneys' fees pursuant to the MBNA credit card agreements whether asserted or unasserted, known or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden, which now exist, may hereafter exist, or heretofore have existed, upon any theory of law or equity including, but not limited to, conduct that is negligent, intentional, with or without malice, in breach of any duty or rule of law, without regard to subsequent discovery or existence of such different or additional facts. (The "Released Claims") Each Class Member who does not opt out on a timely basis according to the Class Notice may hereafter discover facts in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each of them hereby stipulates and agrees that he/she shall be deemed to, upon the Effective Date, fully, finally, and forever settle and release any and all of the Released Claims.

The Release does not bar persons who would come within the defined Settlement Class, but who have filed for protection under the federal bankruptcy laws as identified and explained above from pursuing any claims they may have related to W&A's allegedly improper assessment of and attempts to collect liquidated attorneys' fees pursuant to the MBNA credit card agreements. The Parties expressly agree that this release, the Released Parties or the Released Claims do not include or involve any claims of such persons.

21. Class Counsel agree not to encourage or solicit persons to opt-out of the class.

22. Neither the Representative Plaintiff, the Parties' Counsel nor Class Members will, at any time, issue any press release about, hold any press conference about, conduct any interviews about or otherwise seek publicity for or about this case. Notwithstanding the foregoing, Class Counsel, upon an inquiry from a potential or purported Class Member, may disclose information which is contained in this Agreement and provide advice as counsel. Nothing in this provision prohibits Class Counsel from providing full and complete disclosure and advice to individual Class Members respecting the terms and legal effects of the settlement. Plaintiffs' Counsel may also post the class notice and pleadings from the lawsuit on their respective websites

23. Except as otherwise agreed by all parties, this Agreement shall be null and void unless finally approved *in toto* by the Court, and affirmed on appeal if an appeal is taken.

24. It is expressly agreed and understood that this Agreement does not constitute an admission by any party and may not be admitted in evidence or appended to any pleadings, motions or briefs in any other action or proceeding except in regards to the settlement proceedings in this action or in an action brought to enforce the terms hereof or as a defense to any causes of action barred or released by the terms hereof.

25. This Agreement may be executed in separate counterparts.

26. This Agreement shall be binding upon and inure to the benefit of Class Members, their heirs, administrators, successors and assigns and the Released Parties.

27. In the event the settlement does not receive final approval, or an order of final approval is reversed on appeal, then this Agreement shall be of no force or effect and, in any such event, the parties hereto agree that this Agreement, including its exhibits, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law or regulation or of any liability or wrongdoing by any of the Released Parties or of the truth of any of the claims or allegations made in the Lawsuit, and evidence thereof shall not be discoverable or used, directly or indirectly, in any

way in any action or proceeding. Class Members and W&A expressly reserve all of their rights if the settlement does not become final in accordance with the terms of this Agreement.

28. This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties - it is not subject to any condition not provided for herein. This Agreement shall not be modified in any material respect except by a writing executed by all the parties hereto.

29. The parties hereto and each class member hereby irrevocably submit to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement and exhibits thereto. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of the Release and covenant not to sue set forth above, including, but not limited to, any suit, action or proceeding by a Class Member in which the provisions of the release and covenant not to sue are asserted by W&A as a defense, constitutes a suit, action or proceeding arising out of or relating to this Agreement and exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date written above.

Date: 9/2/08



James M. Pietz
Pa. I.D. No. 55406
Pietz Law Office LLC
Mitchell Building
304 Ross Street, Suite 700
412-288-4333
jpietz@jpietzlaw.com

Jeffrey L. Suher, P.C.
Pa. I.D. No. 74924
4328 Old William Penn Highway, Suite 2J
Monroeville, PA 15146
412-374-9005 and 412-374-0799 fax
lawfirm@jeffcanhelp.com

Date:

9/2/08



Ronald S. Canter, Esq.
Law Offices of Ronald Canter
11300 Rockville Pike
Suite 1200
Rockville, MD 20852
301-7707490