

06-1295-CD  
MBNA America vs Sally Withey

2006-1295-CD

MBNA America vs Sally Withey

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1245-CJ

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

Plaintiff

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

SALLY WITHEY  
4661 SHILOH RD.,  
WOODLAND PA 16881

Defendant(s)

Date: 8/3/06

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

FILED Atty pd. 85.00  
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AUG 14 2006  
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William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.	:No.
Plaintiff	:
VS	:CIVIL ACTION - LAW
SALLY WITHEY	:
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. 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.	:No.
Plaintiff	:
VS	:
SALLY WITHEY	:CIVIL ACTION - LAW
Defendant(s)	:
	:
	:
	:
	:

NOTICIA

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

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

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

Clearfield County Courthouse  
David S. Meholick, Court Administrator 230 East Market Street  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.  
Plaintiff

:  
: No.  
:

VS.

SALLY WITHEY

Defendant(s)

: CIVIL ACTION - LAW  
:  
:  
:

COMPLAINT

AND NOW, this 01 day of August, 2006, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the 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 655 PAPER MILL ROAD MAIL STOP 1411, WILMINGTON, DE 198841411.
2. Defendant, SALLY WITHEY, is an adult individual with a last known address of 4661 SHILOH RD., WOODLAND, CLEARFIELD COUNTY, PA 16881.
3. It is averred that Defendant was issued an open-end credit card account by Plaintiff. This account was created through a written contract between Plaintiff and Defendant, accepted by Defendant when he signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."
4. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendant and Plaintiff would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16

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

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

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

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

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$3,509.63.

11. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 18 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$1,450.38.

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

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

15. The amount of attorney's fees incurred in this matter is the sum of \$526.44.

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

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

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

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$3,509.63, plus interest in the amount of \$1,450.38, plus attorney's fees in the amount of \$526.44, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 8/3/06

  
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, 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 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: 8/3/04



Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / Andrew C. Spears #87737  
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Counsel for Plaintiff

# **Exhibit "A"**

## Credit Card Agreement

### Additional Terms and Conditions

## Selected Sections

**Privacy Notice**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definitions contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

### Privacy Notice

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

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

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark, Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies. Our Security Procedures. MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguard 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.

### Arbitration and Litigation

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We may refer you to arbitration in accordance with the arbitration and litigation provisions of this Agreement. You may also refer us to arbitration in accordance with the arbitration and litigation provisions of the Privacy Notice. We may also refer you to arbitration in accordance with the arbitration and litigation provisions of the Privacy Notice.

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

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

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

their products and services, as described above. Please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices:** We're dedicated to serving your needs - and to respecting your 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.

If 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 honor its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account described above, either within MBNA and/or with 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 the account has previously opted out from either type of information sharing. Please remember when you read our subsequent notices that an account previously opted out from either or both types of information sharing again.

His notice updates and replaces any previous notice from MBNA about the privacy, security, and handling of information. For additional information, and to view the most recent version of this Privacy Notice, please go to [www.mbnab.com](http://www.mbnab.com) and click on the sections under state laws. We may amend this privacy notice at any time, and we will inform you of changes required by law.

### As Used Often in This Agreement

"One Term and Conditions" means those terms and conditions and the required federal notices (or the initial Disclosure) and any changes we make to those documents from time to time.

"Your" means each and all of the persons who are, or will be, or were an account we had. "Your" and "your" mean each and all of the persons who are, or will be, or were an account we had. "Your" and "your" mean, when used in the sections entitled "We, Member and Telephone Calls and Activation and License" and when each of the sections relating to payment of this account

**How We Decide to Pay and How We Allocate Your Payment, for example:**  
"We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

"We use" or capitalized item in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the initial Disclosure or as used in your monthly statement.

"We use" or capitalized item in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the initial Disclosure or as used in your monthly statement.

### Sign Your Card

You should sign your card before you use it.

### We May Monitor and Record Telephone Calls

You authorize MBNA America to collect information about information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agency, P.O. Box 17054, Wilmington, DE 1988-7054. 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

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

### Transaction Date for Certain Cash Advance

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

### Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment to this or any other credit account with us. You may not use, permit your account to be used to make any illegal transaction, or permit any person to use your card, access check, account number, or other credit device with the authority to obtain credit on your account, you may be liable for

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holder.

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

You may request a stop payment on an access check provided us with the access check number, dollar amount, and written exactly as they appear on the access check. Oral and out-of-the-ordinary stop payment requests on an access check are ineffective for six months from the day that we place the stop payment.

**You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, written stop payment requests on the access check. Oral and out-of-the-ordinary stop payment requests on the access check are ineffective for six months from the day that we place the stop payment.

**You Promise to Pay**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

**Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you owe us or if there is a credit balance on your account, we will not pay interest on such amounts. We will not draw on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not void the assessment of Overlimit Fees.

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

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

### How We Allocate Your Payments

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

Guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

## Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by a Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining liability and premium payment obligations for the optional credit insurance purchased through M&A, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

## When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Unenforceable section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

## Other Payment Terms

We can accept late payments, partial payments or payments with any restrictive writing without losing any of our rights under this Agreement. This means that notwithstanding those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we take to collect.

## Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available, will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment due each month following a payment holiday.

## Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use. A similar amount in accordance with the operating regulations is processed. Currently, those regulations and procedure provide that the currency conversion rate to be used is:

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

## Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

## Account Fees and Charges

**Required Federal Disclosures.** The following fees, which are set forth in your as Purchases in the billing cycle in which the fees accrue.

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

(2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day the billing cycle begins.

(3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is held upon subsequent presentation;

(4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;

(5) a Copy Fee for each copy of a monthly statement or sales slip, except that the six most recent monthly statements or sales slip copies will be provided for free; and

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

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

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

## Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, any brochure and other official documents provided to you from time to time by or on behalf of M&A, America. We may adjust, add, or delete benefits and services. We may without notice to you.

## We May Suspend or Close Your Account

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

## What We May Do If You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorized items or any time must not be more than your credit limit.

## We May Suspend or Close Your Account

You may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

## You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

## When Your Account is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs, or insurance companies.

These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

## We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher-rate amendment, including fees or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

## We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account, to whom we make any such sale, assignment or transfer shall be entitled to all of our rights under obligations under this Agreement to the extent sold, assigned or transferred.

## Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions, or credits that post to your account after the Closing Date of your monthly statement. Such transactions could result in Overlimit Fees.

## Exceed Your Credit Limit

The total outstanding balance on your account plus authorized items or any time must not be more than your credit limit.



Costs apply to life (1), Disability (1), Unemployment (1) & Family Leave (1): AL 34.2%; AK 70%; AZ 92%; AR 92%; CA 90.8%; HI 69.9%; ID 99.2%; IL 8.4%; DE 99.9%; DC 99.9%; PR 99.9%; GA 80.9%; IN 99.2%; IA 97.8%; IL 7.2%; D 16.9%; U 5.4%; F 10.1%; IL 61.4%; KY 97.4%; LA 99.9%; ME 93.0%; MD 79.7%; MA 15.7%; KS 95.8%; NV 99.8%; NH 95.9%; MI 97.1%; MT 93.9%; NE 90.8%; RI 16.9%; UT 91.3%; NM 98.9%; NV 92.1%; NC 8.8%; OR 80.9%; PA 38.1%; PR 99.9%; RI 99.9%; SC 78.8%; SD 99.9%; UT 90.4%; VT 24.9%; IL 6.4%; D 17.2%; F 1.6%; VA 84.4%; IL 6.1%; D 8.9%; U 9.9%; F 20.1%; WA 89.3%; WV 99.9%; WI 93.9%; IL 5.7%; D 8.9%; U 59.9%; F 20.1%; NY 99.7%.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in MN, NM, NY, PA, or TX.

**Unemployment Compensation:** Involuntary and LOC-IP Standard Coverage (LCI 1593), LOC-IP-CRS (LCI 1685), Life & Disability: Union Security Linc-1-Z, LSC-G in AL, AZ, IL-21(B97)N3 3384, First Portis Life (NY Life only) NLU 0013, SecurityFLP (4971), FLP-FLU (2971) in FL, FLP-NYC (3791) in NC, AZ, FL-IP (4971) in AL & WI, FLP-KS (12971) in KS, FLP-ME (4971) in ME, Union Security Linc-1-Z, Standard Guaranty LP agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer. Penalties include imprisonment, and/or fines. In addition, an insurer may deny insurance benefits if false information is provided.

"Loss" past due and over credit limit amounts. In WI, coverage pays 5% of the balance on your date of disability up to 1750. In OR, coverage pays the greater of 1750 or the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due 1 year date of loss. In TX, coverage pays the greater of 6% of the increased outstanding balance on your date of unemployment or your minimum monthly payment.

The number of monthly benefit payments will not exceed 90 family leave; 12 for unemployment in AL, AK, CT, IL, MI, MT, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & WI; 6 for TX. Benefits Only. To purchase coverages separate, call 1-800-255-2555, Atlanta, GA 30307. Warnings will be sent to you.

# **Exhibit "B"**

CLIENT NO 001730 MBNA ACCT#5490351873950136 BALANCE -- 3,509.63

\*\*\*\*\* PRIMARY DEBTOR \*\*\*\*\* C/O DATE 01/01/69 LSTPY DT 12/04/04

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

5490351873950136 A I WITHEY

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

SALLY P O BOX 1324

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

LEWISTOWN PA 170443324 7172420E03

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

8147652003 11/11/47

\*M-POE-ADDR \*M-LOAN-TYPE\*M-LEND'NG-OFFICER

LM01 OM0001

\*M-BANK-CODE\*M-BRANCH-CODE\*M-CALL-CODE\*M-RECOVERER-CODE\*M-DEALER-CODE

LHRK 873

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

PCD 0003 02/25/05 07/22/03 01/01/69

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

12/04/04 3,509.63 .00 .00 3,509.63

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

3,509.63 .00 .00 MMMMMMM1234

\*M-COMMENT-2

001 2005C225 000C030

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

02/25/05

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

16.66 .00

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

.00 .00 R 0771

\*M-LAST-NT-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 # 101815  
NO: 06-1295-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.  
vs.  
DEFENDANT: SALLY WITHEY

SHERIFF RETURN

NOW, September 06, 2006 AT 10:27 AM SERVED THE WITHIN COMPLAINT ON SALLY WITHEY DEFENDANT AT 4661 SHILOH RD., WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACY WITHEY, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

*FILED  
09/08/06  
SEP 08 2006*  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	25950	10.00
SHERIFF HAWKINS	WOLPOF	25950	23.23

Sworn to Before Me This

So Answers,

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

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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 06-1295 CD

COPY

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

Plaintiff

Type of Case: Contract

VS.

SALLY WITHEY  
4661 SHILOH RD.,  
WOODLAND PA 16881

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 8/3/06

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

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

AUG 14 2006

Attest.



William L. Chan  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

:No.

Plaintiff

VS

SALLY WITHEY

:CIVIL ACTION - LAW

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-  
314-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.  
Plaintiff

No.

VS

SALLY WITHEY  
Defendant(s)

CIVIL ACTION - LAW

NOTICIA

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

Plaintiff

: No.

VS.

SALLY WITHEY

Defendant(s)

: CIVIL ACTION - LAW

COMPLAINT

AND NOW, this 01 day of August, 2006, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the 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 655 PAPER MILL ROAD MAIL STOP 1411, WILMINGTON, DE 198841411.

2. Defendant, SALLY WITHEY, is an adult individual with a last known address of 4661 SHILOH RD., WOODLAND, CLEARFIELD COUNTY, PA 16881.

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

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

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

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

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

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

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$3,509.63.

11. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 18 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$1,450.38.

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

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

15. The amount of attorney's fees incurred in this matter is the sum of \$526.44.

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

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

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

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$3,509.63, plus interest in the amount of \$1,450.38, plus attorney's fees in the amount of \$526.44, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 8/3/06

  
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. Ehesz #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  
4650 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 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: 8/3/06



---

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

# **Exhibit "A"**

# Credit Card Agreement

## Additional Terms and Conditions

## Selected Sections

**Additional Terms and Conditions** and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definitions contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

### Privacy Notice

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

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

**How to Use Your Credit Card** 8

**Payments on Your Account** 9

**We May Amend This Agreement** 8

**What Law Applies** 9

**Arbitration and Litigation** 9

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

understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices.** We're dedicated to serving your needs - and to respecting choices related to privacy. You may tell us not to share your credit eligibility information within MBNA, and you may tell us not to share information within MBNA, and you may tell us not to share information with companies outside MBNA that wish to offer you their products and services as described above. If you tell us not to share your identification number, please call toll-free 1-866-751-1255.

If your account, membership, or reference numbers are not your Social Security number or Telephone identification number for deposit accounts, 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 honor it if it becomes inactive or is closed.

An opt out from information sharing on an account described above, either within MBNA and/or within MBNA's outside of MBNA, remains effective unless stated in writing. Federal regulations require us to provide this notice on an annual basis, whether or not information sharing is currently in effect. Please remember when you receive our subsequent notices that an account previously opt out from either or both types of information sharing again, an opt out from information sharing does not need to be applied again.

His notice updates and replaces any previous notice from MBNA about the privacy, security, and handling of information. For additional information, and to view the most recent version of this privacy notice, please go to [www.mbnanet.com](http://www.mbnanet.com) and click on "Privacy Notice." You may have other privacy protection under state laws. We may amend this privacy notice at any time, and we will inform you of changes required by law.

#### Use of This Agreement

Our Terms and Conditions, "Meals," "Incentives," "Rewards" (or "Initial Disclosure"), and any changes we make to those documents from time to time, "You" and "Your" mean each and all of the persons who are, or will be, or ever an account we hold. "You" and "Your" mean, when used in the sections entitled "We May Not Provide an Advance," "Credit Card and Activation and Use," and "Debtors," each of the sections relating to payment of this account.

"We," "Us," "Our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the initial Disclosure or as used in your monthly statement.

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

#### Sign Your Card

You should sign your card before you use it.

#### We May Monitor and Record Telephone Calls

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

#### Credit Reporting Agencies

You authorize MBNA America to collect information about you including credit reports from consumer reporting agencies, if you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, while we at MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19804-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

**How to Use Your Account**

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

#### Transaction Date for Certain Cash Advances

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

#### Purposes for Using Your Account

You may use your account for personal, family, or house commercial purposes. You may not use your account for business or Advances, or any other Cash Advance, to make a payment this or any other credit account we hold. You may not use, permit your account to be used to make any illegal transaction, and "Debtors," and Activation and Use, and "Debtors," each of the sections relating to payment of this account.

#### Persons Using Your Account

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

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holder.

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

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and written stop payment requests on an access check. Oral and out of the action we elect to take.

#### You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. Oral and written stop payment requests on an access check. Oral and out of the action we elect to take.

#### Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances, charges, fees, and any other transactions we charge against your account.

#### Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your payment due date. You may pay the entire amount you owe greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will draw on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fee.

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

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

#### How We Allocate Your Payments

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

responsible for any total outstanding balance. We may refuse any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the persons, repay us the total outstanding balance owed to us at any time under the terms of this Agreement.

## Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by the Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining defaultability insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

## When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Authorizations and Limitations* 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.

## Offer Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of your rights under this Agreement. This means that nonpayment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncollected to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we take to collect on your account.

## Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. You will accrue an interest account in accordance with this Agreement. You must resume making your Total Minimum Payment once each month following a payment of holiday.

## Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use. Into a U.S. dollar amount in accordance with the operating guidelines, conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is 1

or one percent in excess to the processing date, increased one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

## Billing Cycle

Your billing cycle ends each month on a *Closing Date* determined by us. Each billing cycle begins on the day after the *Closing Date* of the previous billing cycle. Each statement reflects a single billing cycle.

## Account Fees and Charges

Required Federal Disclosures or *Initial Disclosure* as Purchaser in the billing cycle in which the fees occur.

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

(2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is

charged to your account as of the day in the billing cycle your credit limit;

(3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;

(4) a Returned Cash Advance Check Fee if we return an access check, except for each copy of a monthly statement or sales slips, sales drafts will be provided for free; and

(5) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging, printing, abandoned-property charges; unless prohibited by applicable law, we will charge your account, as a purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

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

We may review your *Required Federal Disclosures* or *Initial Disclosure* for additional fees and charges that may apply to your account.

We may accept late payments, partial payments, or payments with any restrictive writing without losing any of your rights under this Agreement. This means that nonpayment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncollected to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we take to collect on your account.

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**We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account, when we request that you do so.

## You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

## When Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to do so, we may allow the transaction to be charged to close the account. We may close your account, we may amend this Agreement, or we may terminate it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and state law that are in effect at that time. If an amendment reflects 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 amendment. The amended Agreement (including any higher-rate amendment, including the balance existing at the time our amendment became effective, including the balance existing before the other card at any time.

## We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and state law that are in effect at that time. If an amendment reflects 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 amendment. The amended Agreement (including any higher-rate amendment, including the balance existing at the time our amendment became effective, including the balance existing before the other card at any time.

## We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account, to whom we make all of any sale, assignment, or transfer shall be entitled to all of our rights and/or obligations or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

## Your Credit Limit

Your credit limit is disclosed to you when you receive your credit limit or monthly statement. We may change your credit limit or monthly statement. The amount shown on your monthly statement or credit advance does not relate to account or cash or credits that post to your account after the closing date of your credit limit being exceeded and result in the assessment of Overlimit Fees.

## What We May Do If You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorized amounts at any time must not be more than your credit limit.





## **Exhibit "B"**

CLIENT NO 001730 MBNA ACCT#5490351873950136 BALANCE -- 3,509.63  
\*\*\*\*\* PRIMARY DEBTOR \*\*\*\*\* C/O DATE 01/01/69 LSTPY DT 12/04/04  
\*M-ACCT-NO \*M-REC-TYPE\*M-CUST-TYPE\*M-LAST-NAME  
5490351873950136 A I WITHEY  
\*M-FIRST-NAME \*M-ADDR-1 \*M-ADDR-2  
SALLY P O BOX 1324  
\*M-CITY \*M-COUNTY \*M-STATE\*M-ZIP \*M-HOME-PH  
LEWISTOWN PA 170443324 7172-20803  
\*M-WORK-PH \*M-DOB \*M-POE-NAME  
8147652003 11/11/47  
\*M-POE-ADDR \*M-LOAN-TYPE\*M-LENDING-OFFICER  
LM01 OM0001  
\*M-BANK-CODE\*M-BRANCH-CODE\*M-CALL-CODE\*M-RECOVERER-CODE\*M-DEALER-CODE  
LHRK 873  
\*M-CO-RSN\*M-ACCT-STATUS\*M-INT-RATE\*M-RECEIPT-DATE\*M-CONTACT-DATE\*M-CO-DATE  
PCD 0000 02/25/05 07/22/03 01/01/69  
\*M-LAST-PYMT-DATE\*M-CO-AMT \*M-ASSOC-CCST\*M-ACCrued-INT\*M-CUR-BAL  
12/04/04 3,509.63 .00 .00 3,509.63  
\*M-NET-PRIN \*M-NET-COST \*M-NET-INT \*M-COMMENT-1  
3,509.63 .00 .00 MMMMMMM1234  
\*M-COMMENT-2  
001 20050225 0000030  
\*M-COMMENT-3 \*M-COMMENT-DATE  
02/25/05  
\*M-2ND-NAME \*M-MCNTHLY-INCOME\*M-OTHER-INCOME  
16.66 .00  
\*M-MONTHLY-PYMT\*M-OTHER-PYMT\*M-OWN-RENT-CODE\*M-RECOVERY-SCORE\*M-NEXT-PAY-DATE  
.00 .00 R 0771  
\*M-LAST-INT-DATE\*M-LAST-CONTACT-DATE\*M-COMM-RATE\*M-HOME-PH-FLAG\*M-WORK-PH-FLAG  
0000  
\*M-ADDR-FLAG\*M-SSN \*M-MIO\*M-AG

FILED  
SEP 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 2006-1295-CV

Plaintiff

VS

CIVIL ACTION - LAW

SALLY WITHEY

Defendant(s)

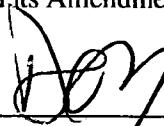
AFFIDAVIT OF NON-MILITARY SERVICE

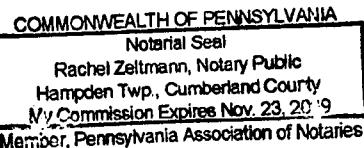
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CUMBERLAND :

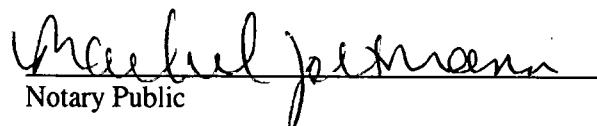
The undersigned counsel, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Sally Withey, above-named, is over 21 years of age; is last known to reside at 4661 Shiloh Rd., Woodland, 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: 11/29/06

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



SWORN and SUBSCRIBED to before me this 29<sup>th</sup> day of November, 2006

  
Rachel Zeltmann  
Notary Public

W & A File No. 137540199

W&A File No. 137540199

**FILED** PD \$20.00  
ATA,  
1/2:40pm ICC & Notice to  
DEC 07 2006 deft  
ICC & Statement  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 2006-1295-CV

Plaintiff

VS

CIVIL ACTION - LAW

SALLY WITHEY

Defendant(s)

PRAECLPE FOR JUDGMENT

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

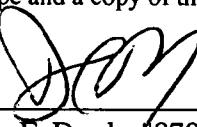
(X) Amount due	\$5,486.45
Less credits	
TOTAL	\$5,486.45, plus interest and costs

(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.

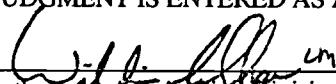
(X) Pursuant to Pa.R.C.P. 237 (Notice of Praeclipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

(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: 11/29/06

  
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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Ronald M. Abramson #94266  
WOLPOFF & ABRAMSON, L.L.P.  
Attorneys in the Practice of Debt Collection  
4660 Trindle Road, Suite 300  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

NOW, December 1, 2006, JUDGMENT IS ENTERED AS ABOVE.

  
Prothonotary/Clerk, Civil Division

By: Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.

No. 2006-1295-CV

Plaintiff

VS

CIVIL ACTION - LAW

SALLY WITHEY

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 \$5,486.45, plus interest, on December 7, 2004.

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

By: Willa L. Shanahan

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

Date: 11/29/06

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

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

NOTICE SENT TO: Sally Withey  
4661 Shiloh Rd.,  
Woodland PA 16831

**MAIN OFFICE**

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

**REGIONAL OFFICES**

10605 JUDICIAL DR., BLDG. A-5, FAIRFAX, VA 22030  
 17 WEST CARY STREET, RICHMOND, VA 23220  
 5122 GREENWICH RD., VIRGINIA BEACH, VA 23462  
 919 N. MARKET ST., STE. 1300, WILMINGTON, DE 19899  
 1 VALLEY BANK BLDG., BOX 1226, CLARKSBURG, WV 26302  
 4660 TRINDE RD., STE. 300, CAMP HILL, PA 17011  
 301 GRANT ST., STE. 4300, PITTSBURGH, PA 15219  
 18632 ROADSIDE DR., STE. 285, AGOURA HILLS, CA 91301  
 3950 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  
 3200 SOUTHWEST FREEWAY, STE. 3500, HOUSTON, TX 77027  
 180 GLASTONBURY BLVD., GLASTONBURY, CT 06033  
 1201 PECHTREE STREET, STE. 1717, ATLANTA, GA 30361  
 301 CARLSON PKWY., STE. 303, MINNETONKA, MN 55305  
 489 WHITNEY AVE., 2ND FLOOR, HOLYOKE, MA 01040  
 ONE CUMBERLAND PLAZA, 3RD FL., WOONSOCKET, RI 02895  
 4643 S. ULSTER ST., STE. 800, DENVER, CO 80237  
 5355 TOWN CENTER ROAD, STE. 1002, BOCA RATON, FL 33486  
 1700 SEVENTH AVE., STE. 2100, SEATTLE, WA 98101

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

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

4660 TRINDE 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

**NATIONAL COLLECTION ATTORNEY NETWORK****AFFILIATED FIRM LOCATIONS (NOT REGIONAL)**

OFFICES OF WOLPOFF & ABRAMSON, L.L.P. \*

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

\* 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

11/17/2006

**SALLY WITHEY**  
**4661 SHILOH RD.,**  
**WOODLAND, PA 16881**

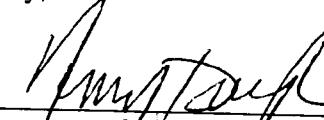
W&A File No. 137540199

**RE: MBNA AMERICA BANK, N.A.**  
**vs. SALLY WITHEY**

Dear **SALLY WITHEY**:

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

**COPY**

Enclosure

CC:

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. 2006-1295-CV

Plaintiff

vs.

CIVIL ACTION - LAW

SALLY WITHEY

Defendant(s)

TO: SALLY WITHEY  
4661 SHILOH RD.,  
WOODLAND PA 16881

DATE OF NOTICE: November 17, 2006

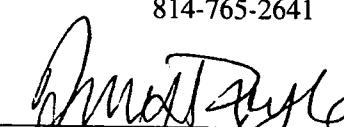
IMPORTANT NOTICE

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. Catholic #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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

**COPY**

MBNA America Bank, N.A.  
Plaintiff(s)

No.: 2006-01295-CD

Real Debt: \$5,486.45

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Sally Withey  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 7, 2006

Expires: December 7, 2011

Certified from the record this December 7, 2006



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney