

06-1296-CD
MBNA America vs Bobbi Shaffer

2006-1296-CD
MBNA America vs Bobbi Shaffer

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

MBNA AMERICA BANK, N.A.

No. *06-1296-CD*

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

Plaintiff

Type of Case: Contract

VS.

BOBBI A SHAFFER
410 S STATE ST
DU BOIS PA 15801

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: *8/8/06*

G
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.
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Counsel for Plaintiff

FILED Atty pd. 85.00
8/11/06
AUG 14 2006 acc STAFF
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	:
	:
BOBBI A SHAFFER	: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-
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

VS

BOBBI A SHAFFER
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 ENSEGUITA. 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
PROVEER INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER
SERVICIOS LEGAL A PERSONAS ELIGIBLE A Q 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.

:

BOBBI A SHAFFER : CIVIL ACTION - LAW

Defendant(s)

:

:

:

COMPLAINT

AND NOW, this 20 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 655 PAPER MILL ROAD MAIL STOP 1411, WILMINGTON, DE 198841411.
2. Defendant, BOBBI A SHAFFER, is an adult individual with a last known address of 410 S STATE ST, DU BOIS, CLEARFIELD COUNTY, PA 15801.
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 \$10,957.06.

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

12. The amount of interest which has accrued on the aforementioned account is the sum of \$895.16.

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 \$1,643.55.

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 \$10,957.06, plus interest in the amount of \$895.16, plus attorney's fees in the amount of \$1,643.55, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 8/8/04



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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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: 8/8/06



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Counsel for Plaintiff

Exhibit "A"

Credit Card Agreement Additional Terms and Conditions

Selected Sections

- Your Contract With Us**
- Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definitions contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often In This Agreement*.
- Privacy Notice**
- Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.
- To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.
- This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel 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 within MBNA or outside of MBNA with other companies.
- Our Security Procedures:** MBNA understands the importance of protecting and securing information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguard of information.
- 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.
- How to Use Your Account**
- Payments on Your Account**
- We May Amend This Agreement**
- What Law Applies**
- Arbitration and Litigation**

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 With 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 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, companies, travel 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

agencies, "you tell us not to share information reporting 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 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. If you previously received 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, contact the Internet, and to view the most recent version of this privacy notice, please go to www.mbnamerica.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.

Words Used Often in This Agreement

Agreement or Credit Card Agreement: means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account. When used in the sections entitled We May Monitor and Record Telephone Calls and Arbitration and Litigation We May Monitor used in each of the sections relating to payment of this account

1. Your Promise to Pay and How We Allocate Your Payments, 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.

"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, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

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

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

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

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies, if you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA America, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 1980-17054. 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 cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advance

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 lists deposits or cashes (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 of any other credit account with us. You may not use, permit your account to be used to make any illegal transaction.

Persons Using Your Account

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

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

How You May Stop Payment on an Access Check

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

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an excess 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. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA America, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 1980-17054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

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 overpay 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 avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

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

How We Allocate Your Payments

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

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, 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 checks, and other credit devices outstanding under the 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 its 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 eligibility and premium payment obligations for the optional credit 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 receipt as otherwise provided under the Arbitration 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.

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 no payment, including 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 our senior officer. You may not use a post-dated 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 for any loss or expense incurred by you resulting out of the action we elect to take.

Payment Holidays

We may allow you from time to time, to omit a monthly payment. We will notify you when this option is available.

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, into a United amount in accordance with the operating regulation conversion procedures in effect at the time that the transaction is processed. Currently, these regulations and procedures provide that the currency conversion rate to be used is 1

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased 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 in the billing cycle that the total outstanding balance on your account exceeds 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 Fee if we return an access check unmailed 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 and six sales drafts 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 but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

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.

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.

Transactions After 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 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-risk or other higher charges 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 or this Agreement to any person or entity. The person or entity 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 Cash or 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 that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do If You Attempt To

The total outstanding balance on your account plus authoriza-

very by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 Deductible of Average Daily Balance:

Family Leave (FL) AL 54.5%; AK 78%; AZ 99.9%; AR 99%; CA 99.9%; HI 89.9%; ID 99.5%; IL 42.8%; DE 99.9%; DC 99.9%; PR 89%; GA 80.9%; IN 96%; IA 97.9%; IL 7.2%; D 16.9%; U 54%; F 20%; IL 85.4%; KY 97.4%; LA 99.9%; ME 53.0%; MD 79.1%; MA 15.7%; MI 85.7%; MN 31.4%; MS 97.9%; MO 61.1%; MT 93.9%; NE 93.8%; NV 99.8%; NH 99%; NJ 97%; NM 58.9%; NY 52.5%; IL 8.6%; OR 80.9%; PA 34.1%; PR 99%; RI 99.9%; SC 78.9%; SD 99.9%; TN 92.5%; TX 33.7%; IL 4.6%; D 12.9%; U 106%; UT 99.4%; VT 24.9%; IL 6.4%; D 12.2%; F 10%; VA 84.6%; IL 6.1%; D 8.9%; U 49%; F 20%; WA 89.3%; WV 99.5%; WI 97.9%; IL 5.7%; D 8.9%; U 59%; F 20%; WY 99.7%

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

Underinsured Companies/Editor: Involuntary

Unemployment American Security LOI (1285), LOI NY (2093), and LOIC-IP, Standard Guaranty/AG LOI (1285) (NH only). Life & Disability: Union Security Life 4-7, LSC in AL, AZ, AR, DE, DC, ID, IL, IN, KS, LA, MD, MN, MS, NY, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only) 1-1/12(92)13 31KA1, First Foothills Life (NY) Life only (NYLM0013), American Security (NY) Disability Only (W-3-A, Portis Insurance (ME only) U-X-A, Family Leave, American Security/FL (497), FLP-FL (1297) in FL, FLP-NC (3188) in NC, FL P-COK (497) in OK, FLP-VAN (298) in VA, FL-PA (22) 7/98; In (499) in ME, FL-IP-WV (499) in WY; Standard Guaranty/FL (499) in NH, Union Security Life (TX only) Agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1750. In OR, coverage pays the greater of 1/6th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 1/6th of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

*The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MT, MO, NC, NY, PA, SC & TX, 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separately write to Assurant Group, P.O. Box 20335, Atlanta, GA 30302. Applications will be sent to you.

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#5329002146115075 BALANCE -- 10,957.06
***** PRIMARY DEBTOR **** C/O DATE 01/01/69 LSTPY DT 12/15/04
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5329002146115075 A I SHAFFER
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
BOBBI A 410 S STATE ST
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
DU BOIS PA 158011558 8143710607
*M-WORK-PH *M-DOB *M-POE-NAME
0000000000 12/05/73
*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
AGNY 146
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 12/06/04 12/06/93 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCrued-INT*M-CUR-BAL
12/15/04 11,239.06 00 .00 10,957.06
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
10,957.06 .00 .00 211111112234
*M-COMMENT-2
001 20050308 0000105
*M-COMMENT-3 *M-COMMENT-DATE
03/08/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
6.66 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0665
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
000C
*M-ADDR-FLAG*M-SSN *M-MIO*M-AG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101816
NO: 06-1296-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.
vs.
DEFENDANT: BOBBI A. SHAFFER

SHERIFF RETURN

NOW, September 07, 2006 AT 9:15 AM SERVED THE WITHIN COMPLAINT ON BOBBI A. SHAFFER DEFENDANT AT 410 S. STATE ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBI SHAFFER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
08/08/2006
SEP 08 2006
S

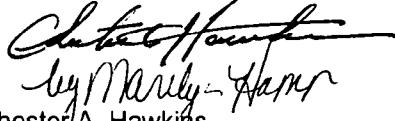
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	42747	10.00
SHERIFF HAWKINS	WOLPOFF	42747	69.12

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

COPY

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

MBNA AMERICA BANK, N.A.

No.

06-1296-CD

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

Plaintiff

VS.

BOBBI A SHAFFER
410 S STATE ST
DU BOIS PA 15801

Type of Case: Contract

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 5/8/06

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, 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. Lauer
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

BOBBI A SHAFFER

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	:
)	:
BOBBI A SHAFFER	:CIVIL ACTION - LAW
) Defendant(s)	:
)	:
)	:

NOTICIA

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

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

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

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.

BOBBI A SHAFFER

Defendant(s)

: CIVIL ACTION - LAW

COMPLAINT

AND NOW, this 20 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 655 PAPER MILL ROAD MAIL STOP 1411, WILMINGTON, DE 198841411.

2. Defendant, BOBBI A SHAFFER, is an adult individual with a last known address of 410 S STATE ST, DU BOIS, CLEARFIELD COUNTY, PA 15801.

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 \$10,957.06.

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

12. The amount of interest which has accrued on the aforementioned account is the sum of \$895.16.

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 \$1,643.55.

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 \$10,957.06, plus interest in the amount of \$895.16, plus attorney's fees in the amount of \$1,643.55, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 8/8/04


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

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff 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: 8/8/06


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 #85469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94265
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

Exhibit "A"

Your Contract With Us

Credit Card Agreement Additional Terms and Conditions

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*.

Selected Sections

Privacy Notice

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

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

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

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

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 1-866-751-1225.

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 (or 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 unless you 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 opt 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.mbnamerica.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.

Words Used Often in This Agreement

Agreement or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures for the Initial Disclosure and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled We May Monitor and Record Telephone Calls and Arbitration and Litigation and when used in each of the sections relating to payment of this account.

Your Promise to Pay and How We Allocate Your Payments, for example:

"We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

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

"Access check" means an access check we provide to you if we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

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

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

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

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 1705, 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 cards, access checks, account number, or other credit device. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advance

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 lists deposits or cashes it 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.

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. order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as November).

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.

Access Check

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

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, 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, we are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

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

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your 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 overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will draw on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received. If the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. 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.

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, 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 checks, and other credit devices outstanding under the 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 its 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 eligibility and premium payment obligations for the optional credit 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 Administration 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.

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 no payment, including 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 office. 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 whom 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 elect to take.

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 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, into a U.S. dollar amount in accordance with the operating regulation conversion procedures in effect at the time that the transaction is processed. Currently, these regulations and procedure provide that the currency conversion rate to be used is a

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased 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 or Initial Disclosure, are charged 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 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 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 and six sales drafts 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 but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

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.

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.

Transactions After 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 your account has 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 outstanding balance, including the balance existing before the amendment became effective) 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 or to whom we make any such sale, assignment 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 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 Cash or 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 your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do If You Attempt To

The total outstanding balance on your account plus authoriza-

attorney a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may

(1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused.

If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

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

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

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

What Law Applies

This Agreement is made in Delaware, and we extend credit laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

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

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them. In the manner and timeframe required. If you did not reject effectively such a provision, you agreed 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.

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 servitude, in contact, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement and any prior Agreement, shall be resolved by binding arbitration.

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, 3025 Marquette, Suite 100, Minneapolis, Minnesota 55405, telephone 1-600-474-2371. 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. All your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than when 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. §6-1-6 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns, or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt 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.

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

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

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CREDIT INSURANCE IS NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work* - If you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your eligible, under age 60 (70 in AZ, NV & VA; 71 in FL, GA, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible, under age 60 (70 in AZ, NV & VA; 71 in FL, GA, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die).

Outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; 72 in NM), until you return to work* - If you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your eligible, under age 60 (70 in AZ, NV & VA; 71 in FL, GA, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Primary cardholder or a co-applicant, authorized users are not eligible, under age 60 (70 in AZ, NV & VA; 71 in FL, GA, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; 72 in NM), until you return to work* - If you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your eligible, under age 60 (70 in AZ, NV & VA; 71 in FL, GA, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Employees of professional corporations may be eligible. **Complaints & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss. General strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV & WI & WI; your or your spouse's unpaid leave of absence due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV & WI & WI; your or your spouse's unpaid leave of absence due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV & WI & WI; your or your spouse's unpaid leave of absence due to sickness or injury if you are unable to perform the material & substantial duties of your job for any job after 12 mos. in PA, 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV & WI & WI; 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very by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:

Family Leave (F): AL 54.5%; AK 78%; AZ 97.9%; AR 97%; CA 90.8%; HI 89.9%; ID 99.5%; IL 8.4%; DE 99.9%; DC 99.9%; FL 89%; GA 80.9%; CO 90.6%; CT 42.8%; DE 99.9%; DC 99.9%; FL 89%; GA 80.9%; IN 96%; IA 97.9%; IL 7.2%; D 16.9%; U 54%; F 20%; IL 85.4%; KY 97.4%; LA 96.9%; ME 53.5%; MD 79.4%; MA 15.7%; MI 85.7%; MN 31.4%; MS 97.9%; MO 61.1%; MT 93.9%; NE 95.8%; NY 99.8%; NH 95%; NJ 97%; NM 58.9%; NV 52.5%; IL 8.6%; OR 80.9%; PA 38.1%; PR 99%; RI 99.9%; SC 78.8%; SD 99.9%; TN 92.5%; TX 33.7%; IL 4.8%; D 12.9%; U 16.1%; UT 90.4%; VT 34.9%; IL 6.4%; D 12.2%; F 16%; VA 84%; IL 6.1%; D 8.9%; U 49%; F 20%; WA 89.3%; WV 99.9%; WI 97.9%; IL 5.7%; D 8.9%; U 59%; F 20%; WV 99.7%.

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

Underwriting Components/Policy: Involuntary Unemployment, American Security (LOC/1985), LOC/NY (2492), AS LOC/TX (11/99), LOC-IP-KS (206), LOC-IP-CRS-ME (1851), and LOC-IP-SC (1985).

Life & Disability: Union Security (LOC/1985) (NH only), AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WI; Standard Guaranty (LOC/1985) (NH only), IL-1 (MOP2113 53KA), High Fronts Life (NY Life only) (NYLM001), American Security (NY) Disability (NY Life only) (NYLM001), Insurance (ME only) (U-X-A), Family Leave, American Security (FLP 497), FLP-FLP 11971 in FL, FLP-NC 13981 in NC, FL-OK (497) in OK, FLP-VN 20981 in VA, FL-PI (MOP217081 in 1999) in ME, FLP-PA-WY (497) in WY, Standard Guaranty (FLP 1497) in NH, Union Security (LOC/1985) (NH only) (NHLM001), Agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

*Last past due and over credit limit amounts. In MI, coverage days 90, of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/30th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MI, MO, NM, NC, NY, PA, SC & TX, 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separate write to Assurant Group, P.O. Box 20353, Atlanta, GA 30307.

Applications will be sent to you.

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#5329002146115075 BALANCE -- 10,957.06
***** PRIMARY DEBTOR ***** C/O DATE 01/01/69 LSTPY DT 12/15/04
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5329002146115075 A I SHAFFER
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
BOBBI A 410 S STATE ST
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
DU BOIS PA 158011558 8143710607
*M-WORK-PH *M-DOB *M-POE-NAME
0000000000 12/05/73
*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
AGNY 146
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 12/06/04 12/06/93 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
12/15/04 11,239.06 .00 .00 10,957.06
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
10,957.06 .00 .00 211111112234
*M-COMMENT-2
001 20050308 0000105
*M-COMMENT-3 *M-COMMENT-DATE
03/08/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
6.66 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0665
*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

Civil Court of the City of Clearfield

County of Clearfield, State of PA

Case No. 06-1296-CD

MBNA America Bank, NA

Plaintiff(s),

Answer In Person
And Verification

VS.

Defendant is advised to mail copy of this Answer to:

Bobbi Ann Shaffer
Defendant(s),

Wolpoff & Abramson, LLP
(Attorney for the Plaintiff)
4060 Trindle Rd, 3rd Floor
Camp Hill, PA 17011

Response

I Bobbi Ann Shaffer, am the Defendant in this action. As my answer to the allegations(s) made in the Complaint, I offer the following:

1. General Denial
2. Other

Over a year ago I was forced to close my business that had been in my family for several years. due to financial difficulty from a slow economy. In order to help resolve my debt, I enrolled with a company called credit solutions to help avoid bankruptcy. I currently have my house on the market with a realtor so that I may pay off my debts when it sells. I believe my actions show that I have every intention of remedying my situation. I have also returned to school to finish my masters in order to procure a better career.

10-3-06
Date

814-591-8891
Defendant's Telephone No.

Bobbi A. Shaffer
Signature of Defendant in Person

410 S. State St.
Defendant's Address

Dubois, PA 15801
City, State, Zip Code

FILED
01/25/06 3cc
OCT 03 2006 Def. 60

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

State of PA, County of Clearfield ss:

_____, being duly sworn, deposes and says: I am the Defendant in this proceeding. I have read the Answer in Person and know the contents thereof to be true to my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

Brian Shaffer
Defendant

Sworn to before me this ____ day of _____, 20 ____

Court Employee and Title

For Court Use Only
Initial Calendar Date: _____
Both Sides Notified: _____

FILED

OCT 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
:
:
v. : CIVIL ACTION - LAW
:
BOBBI A. SHAFFER :
Defendant :

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW, comes Plaintiff MBNA America Bank, N.A., by and through its attorneys, Wolpoff & Abramson, L.L.P., and files the within Motion for Judgment on the Pleadings, of which the following is a statement:

1. Plaintiff is MBNA America Bank, N.A., located at PO Box 15718, Wilmington, DE 19850.
2. Defendant BOBBI A. SHAFFER is an adult individual with a last known address of 410 S. State Street, Dubois, Clearfield County, PA 15801.
3. On or about July 19, 2006, Plaintiff filed a Complaint against Defendant seeking to recover monies due Plaintiff for charges incurred on an open end credit card account issued to Defendant by Plaintiff.
4. On or about October 3, 2006, Defendant filed an Answer in response to said Complaint. A true and correct copy of said Answer is attached hereto, incorporated herein and marked as Plaintiff's Exhibit "A."
5. That Defendant's answer to Complaint did not contain New Matter to which Plaintiff needed to respond.

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

FILED 2cc
M 11/03/07 AUG 20 2007 Atty
AUG 20 2007
GK
William A. Shaw
Prothonotary/Clerk of Courts

6. Defendant did not respond to any numbered paragraph of the Complaint. Instead, Defendant included one paragraph that had no correlation with the numbered paragraphs contained in the Complaint. In said Paragraph, Defendant does not deny owing the amount alleged, but instead indicates that "I currently have my house on the market with a realtor so that I may pay off my debts when it sells. I believe my actions show that I have every intention of remedying my situation." See Exhibit "A" as previously identified and incorporated herein.

7. Pennsylvania Rule of Civil Procedure 1029(b) states, "A responsive pleading shall admit or deny each averment of fact in the preceding pleading or any part thereof to which it is responsive."

8. Pennsylvania Rule of Civil Procedure 1029(b) states, "averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication."

9. Pennsylvania Rule of Civil Procedure 1029(b) further states, "a general denial or a demand for proof, except as provided by subdivisions (c) and (e) of this rule, shall have the effect of an admission." Neither 1029 (c) or 1029 (e) are applicable to this matter.

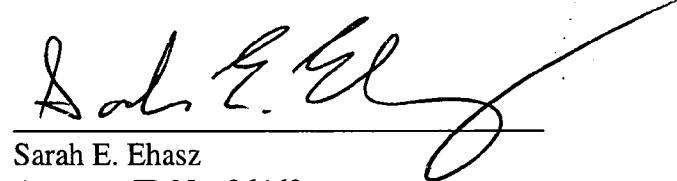
10. The pleadings are closed and time exists within which to dispose of this motion without delaying trial.

11. The pleadings filed of record show that no genuine issue of material fact exists to be tried.

12. Plaintiff is entitled to judgment on the pleadings as a matter of law.

WHEREFORE, Plaintiff, MBNA America Bank, N.A., respectfully asks that this Honorable Court enter judgment in favor of Plaintiff and against Defendant BOBBI A. SHAFFER in the amount of \$10,957.06, plus interest in the amount of \$895.16, plus attorney's fees in the amount of \$1,643.55, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,



Sarah E. Ehasz
Attorney ID No. 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

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

EXHIBIT "A"

Civil court of the City of Clearfield
County of Clearfield, State of PA

Case No. 06-1296-CD

MBNA America Bank, NA.

Plaintiff(s),

Answer In Person
And Verification

VS.

Defendant is advised to mail copy of this Answer to:

Bobbi Ann Shaffer
Defendant(s),

Wolpoff & Abramson, LLP
(Attorney for the Plaintiff)
4660 Trindle Rd, 3rd Floor
Camp Hill, PA 17011

Response

I Bobbi Ann Shaffer, am the Defendant in this action. As my answer to the allegations(s) made in the Complaint, I offer the following:

1. General Denial
2. Other

Over a year ago I was forced to close my business that had been in my family for several years, due to financial difficulty from a slow economy. In order to help resolve my debt, I enrolled with a company called Credit Solutions to help avoid bankruptcy. I currently have my house on the market with a realtor so that I may pay off my debts when it sells. I believe my actions show that I have every intention of remedying my situation. I have also returned to school to finish my Masters in order to procure a better career.

10-3-06

Date

814-591-8891

Defendant's Telephone No.

Bobbi A. Shaffer

Signature of Defendant in Person

410 S State St.

Defendant's Address

Dubois, PA 15801

City, State, Zip Code

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

- 3

138418885

OCT 03 2006

Attest.



William E. Brown
Prothonotary/
Clerk of Courts

VERIFICATION

State of PA, County of Clearfield ss:

this proceeding, I have read the Answer in Person and know the contents thereof to be true to my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

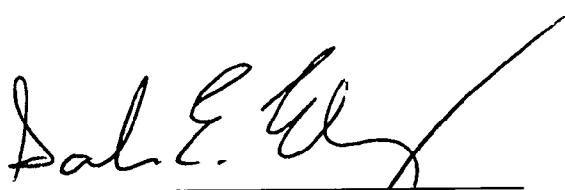
Beth Shaffer
Defendant

Sworn to before me this _____ day of _____, 20____

Court Employee and Title

VERIFICATION

The undersigned hereby states that she is the attorney for 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 is authorized to make this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Motion are true and correct to the best of his knowledge, information, and belief, based upon information provided by Plaintiff. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.



Sarah E. Ehasz, Esquire ID No 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD

v. : CIVIL ACTION - LAW

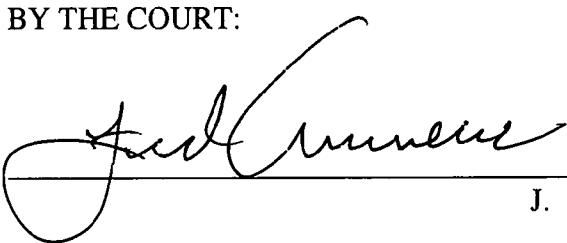
BOBBI A. SHAFFER :
Defendant :

ORDER

AND NOW, this 28 day of August, 2007, upon consideration of
the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within 20 days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (4) depositions and any other discovery shall be completed within _____ days of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____;
- (6) argument shall be held on October 5, 2007, in Courtroom No. 1 of the Clearfield County courthouse; and 2:00 P.M.
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT:



J.

FILED
09/04/07
AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts
2CC Atty Ehasz

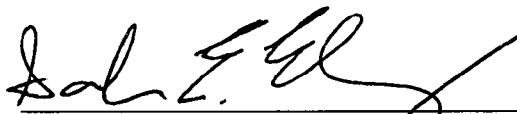
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
v. :
CIVIL ACTION - LAW
BOBBI A. SHAFFER :
Defendant :

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing Motion for Judgment on the Pleadings by Regular Mail, Postage Pre-Paid, on this 7th day of August, 2007.

BOBBI A. SHAFFER
410 S. State Street
DuBois, Pa 15801



Sarah E. Ehasz, Esquire ID No 86469

Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

FILED

AUG 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

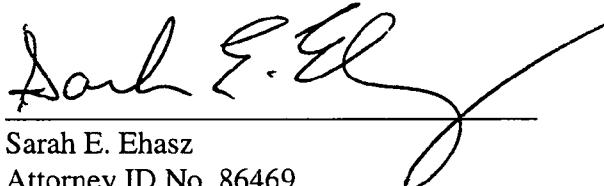
MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
:
:
v. : CIVIL ACTION - LAW
:
BOBBIE A. SHAFFER :
Defendant :

PRAECIPE FOR JUDGE ASSIGNMENT

To the Prothonotary:

Kindly assign the above-referenced matter to a judge, in order to schedule
an argument date for consideration of Plaintiff's Motion for Judgment on the
Pleadings.

Respectfully submitted,



Sarah E. Ehasz
Attorney ID No. 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

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

FILED *2cc*
3110301 *Atty*
AUG 20 2007
EH

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
:
:
v. : CIVIL ACTION - LAW
:
BOBBI A. SHAFFER :
Defendant :

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Praecipe for Judge Assignment, Postage Pre-Paid, on this 7th day of
August, 2007.

BOBBI A. SHAFFER
410 S. State Street
DuBois, Pa 15801



Sarah E. Ehasz, Esquire ID No 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

U.A
FILED *cc*
NOV 12 2007 Atty
OCT 04 2007 Ehasz
100-12-39301

William A. Shaw
Prothonotary/Clerk of Courts
(60)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
:
:
v. : CIVIL ACTION - LAW
:
BOBBI A. SHAFFER :
Defendant :

PLAINTIFF'S MOTION FOR CONTINUANCE OF ARGUMENT DATE

AND NOW, comes Plaintiff MBNA America Bank, N.A., by and through its attorneys, Wolpoff & Abramson, L.L.P., and files the within Motion for Continuance of Argument Date, of which the following is a statement:

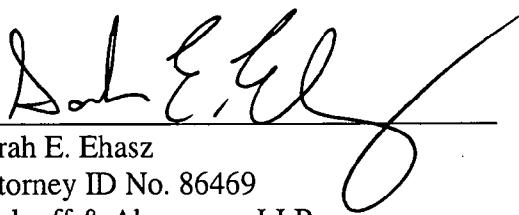
1. Plaintiff is MBNA America Bank, N.A., located at PO Box 15718, Wilmington, DE 19850.
2. Defendant BOBBI A. SHAFFER is an adult individual with a last known address of 410 S. State Street, Dubois, Clearfield County, PA 15801.
3. Plaintiff filed a Motion for Judgment on the Pleadings with this Honorable Court in August of 2007.
4. On August 28, 2007, the Honorable Fredric J. Ammerman issued an Order scheduling the Motion for argument on October 5, 2007 at 2:00 p.m. in Courtroom number 1. A copy of said Order is attached as Plaintiff's Exhibit "A."
5. Plaintiff's counsel called the Court Administrator's office for additional information today and was notified that it was Plaintiff's obligation to serve a copy of the scheduling Order on Defendant.

6. Plaintiff's counsel was unaware of this requirement and believed that the Defendant would have been notified of the argument date by the Court.

7. Plaintiff would request a continuance of the currently scheduled argument so that Plaintiff can properly serve the Defendant with notice of the argument date.

WHEREFORE, Plaintiff, MBNA AMERICA BANK, N.A., respectfully requests that this Honorable Court re-schedule the argument date for Plaintiff's Motion for Judgment on the Pleadings.

Respectfully submitted,



Sarah E. Ehasz
Attorney ID No. 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

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

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD

v. : CIVIL ACTION - LAW

BOBBI A. SHAFFER :
Defendant :

ORDER

AND NOW, this 28 day of August, 2007, upon consideration of
the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within 20 days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (4) depositions and any other discovery shall be completed within _____ days of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____;
- (6) argument shall be held on October 5, 2007, in Courtroom No. 1 of the Clearfield County courthouse; and @ 2:00 p.m.
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT:

/S/ Fredric J Ammerman

Aug 29 2007

J.

LAW OFFICES
OFF & ABRAMSON, LLP
RENEYS IN THE PRACTICE
OF DEBT COLLECTION

4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011

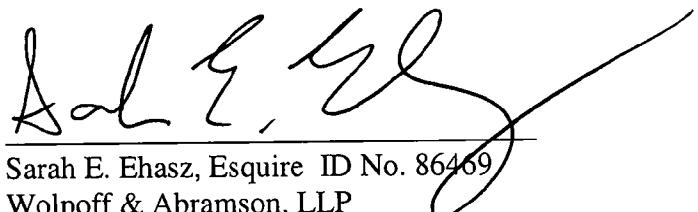
717-303-6700

Attest:

Frederic J. Ammerman
Court Clerk
Clearfield County
Court of Common Pleas

VERIFICATION

The undersigned hereby states that she is the attorney for 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 is authorized to make this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Motion are true and correct to the best of his knowledge, information, and belief, based upon information provided by Plaintiff. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.



Sarah E. Ehasz, Esquire ID No. 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD

v. : CIVIL ACTION - LAW

BOBBI A. SHAFFER :
Defendant :

ORDER

AND NOW, this 4th day of October, 2007, upon consideration of the foregoing motion, it is hereby ordered that the argument on Plaintiff's Motion for Judgment on the Pleadings which is currently scheduled for October 5, 2007 at 2:00 p.m. in Courtroom 1 is re-scheduled for:

November 26, 2007, at 3:30 (a.m./p.m.) in Courtroom 1 of the Clearfield County Courthouse.

BY THE COURT:



J.

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

FILED ^{ICC}
01400601 Atty
OCT 05 2007 Enasz

W.A.S.
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/5/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

OCT 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

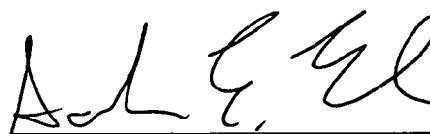
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : NO. 06-1296-CD
v. :
CIVIL ACTION - LAW
BOBBI A. SHAFFER :
Defendant :

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Motion for Continuance of Argument Date by Regular Mail, Postage Pre-Paid, on
this 3rd day of October, 2007.

BOBBI A. SHAFFER
410 S. State Street
DuBois, Pa 15801



Sarah E. Ehasz, Esquire ID No. 86469
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

FILED

OCT 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

MBNA AMERICA BANK, N.A.

No. 06-1296-CD

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

Plaintiff

Type of Case: Contract

VS.

BOBBI A SHAFFER
410 S STATE ST
DU BOIS PA 15801

Type of Pleading: Certificate of Service

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 10/17/07


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Cancer #94000
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 ^{NO cc}
10/12/2007
OCT 29 2007
[Handwritten signature]

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MBNA AMERICA BANK, N.A. :
Plaintiff : No. 06-1296-CD
VS :
BOBBI A SHAFFER : CIVIL ACTION - LAW
Defendant(s) :
: :
: :

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the certificate
of service was served upon the individual(s) listed below by Regular Mail, Postage Pre-
Paid on this ¹⁷ day of October, 2007.

BOBBI SHAFFER
410 S. STATE STREET
DUBOIS, PA 15801


Amy F. Doyle #87062 / Daniel F. Wolfsor #20617
Philip C. Warholic #86241 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Canter #94000
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. :
Plaintiff : NO. 06-1296-CD

v. : CIVIL ACTION - LAW

BOBBI A. SHAFFER :
Defendant :

ORDER

AND NOW, this 4th day of October, 2007, upon consideration of the foregoing motion, it is hereby ordered that the argument on Plaintiff's Motion for Judgment on the Pleadings which is currently scheduled for October 5, 2007 at 2:00 p.m. in Courtroom 1 is re-scheduled for:

November 26, 2007, at 3 : 30 (a.m. (p.m.)) in Courtroom 1 of the Clearfield County Courthouse.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

OCT 05 2007

Attest,

William L. Brown
Prothonotary/
Clerk of Courts

FILED

OCT 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

MBNA AMERICA BANK, N.A.

No. 06-1296-CD

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

Plaintiff

Type of Case: Contract

VS.

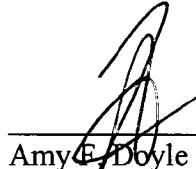
BOBBI A SHAFFER
410 S STATE ST
DU BOIS PA 15801

Type of Pleading: Certificate of Service

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 10/11/08


Amy E. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Canter #94000
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
NOV 04 2008
Atty Chippie
WM
William A. Shaw
Prothonotary/Clerk of Courts

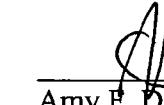
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MBNA AMERICA BANK, N.A.	:	
Plaintiff	:	No. 06-1296-CD
VS	:	
BOBBI A SHAFFER	:	CIVIL ACTION - LAW
Defendant(s)	:	
	:	
	:	

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the order was served upon the individual(s) listed below by Regular Mail, Postage Pre-Paid on this 18th day of October, 2007.

BOBBI SHAFFER
410 SOUTH STATE STREET
DU BOIS, PA 15801



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Canter #94000
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
CIVIL DIVISION

MBNA AMERICA BANK, N.A. :
-vs- : No. 06-1296-CD

BOBBI A. SHAFFER :
ORDER

AND NOW, this 26th day of November, 2007, this being the date and time set for argument on the Plaintiff's Motion for Judgment on the Pleadings, with the Court noting that counsel for the Plaintiff has appeared and that the Defendant has not appeared. The Court further notes that an appropriate certificate of service has been filed with the record evidencing Plaintiff's service of a copy of the Court Order on the Defendant which scheduled today's hearing. Following argument, it is the ORDER of this Court that the Motion for Judgment on the Pleadings be and is hereby granted. The Prothonotary shall enter judgment in favor of the Plaintiff, MBNA America Bank, N.A., and against the Defendant, Bobbi A. Shaffer, in the amount of \$10,957.06, plus interest in the amount of \$895.16, and attorney's fees in the amount of \$1,643.55, plus court costs.

BY THE COURT,
Judge J. Zimmerman
President Judge

FILED
03/09/07
NOV 28 2007

cc Atlys
Ehasz & Spears
2 CC Def. -
410 State St.
Dubois, PA 15801
William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/28/07

- You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

No. 06-1296-CD

VS

CIVIL ACTION - LAW

BOBBI A SHAFFER
Defendant(s)

PRAECIPE TO SETTLE AND SATISFY

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

Respectfully Submitted,

Date: 12/3/07

By: 

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86841 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Canter #94000
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 *pd \$1.00*
m/140 cm *1cc, 1 cert of*
DEC 17 2007 *sat + 1 cert*
(15) *of JSC issued*
William A. Shaw *to Atty.*
Prothonotary/Clerk of Courts *copy to c/a*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

No. 06-1296-CD

vs.

CIVIL ACTION - LAW

BOBBI A SHAFFER
Defendant(s)

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing praecipe was served this date by Regular Mail, Postage Pre-Paid on this 7th day of December, 2007.

CREDIT SOLUTIONS OF AMERICA (CSA)
15601 DALLAS PKWY STE 700
ADDISON, TX 750010000


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Ronald S. Canter #94000
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

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-01296-CD

MBNA America Bank, N.A.

Debt: \$10,957.06

Vs.

Atty's Comm.:

Bobbi A. Shaffer

Interest From:

Cost: \$7.00

NOW, Monday, December 17, 2007 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of December, A.D. 2007.

Willie Shaffer cm
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

MBNA America Bank, N.A.

Vs. No. 2006-01296-CD
Bobbi A. Shaffer

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 17, 2007, marked:

Settled, satisfied and discontinued

Record costs in the sum of \$92.00 have been paid in full by Wolpoff & Abramson LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of December A.D. 2007.



William A. Shaw, Prothonotary