

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

MBNA AMERICA BANK, N.A.

Plaintiff

No. 06-1362-CD

Type of Case: Contract

Type of Pleading:


VS.

Filed on Behalf of: Plaintiff


PENN CENTRAL IN INC
1201 SAN SPUR RD
DU BOIS PA 15801

Defendant(s)

Date: 8/18/06



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

FILED *Atty pd. 85.00*
m 12:07 PM
AUG 23 2006 *iccshff*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

VS

PENN CENTRAL IN INC
Defendant(s)

:No.

:

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:

:CIVIL ACTION - LAW

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NOTICIA

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.
Plaintiff

VS.

PENN CENTRAL IN INC
Defendant(s)

:
: No.
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: CIVIL ACTION - LAW
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COMPLAINT

AND NOW, this 18 day of August, 2006, comes the Plaintiff, MBNA America Bank, N.A., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with a principal place of business situated at 655 PAPER MILL ROAD MAIL STOP 1411, WILMINGTON, DE 198841411.
2. Defendant, PENN CENTRAL IN INC, is an adult individual with a last known address of 1201 SAN SPUR RD, 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 summary of account.

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$38,870.80.

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

12. The amount of interest which has accrued on the aforementioned account is the sum of \$1,041.52.

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

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


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

16. The amount in controversy exceeds the jurisdictional amount requiring compulsory arbitration.

WHEREFORE Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, in the amount of \$38,870.80, interest in the amount of \$1,041.52, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 8/18/11




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Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
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: 8/18/02



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

**GOLDOPTION
ACCOUNT
AGREEMENT**

Account Agreement

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

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

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

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

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

Credit Reporting Agencies: If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: MBNA, Credit Reporting Agencies, P. O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

How To Use Your Account: You may use your account to purchase or lease goods or services from persons who honor checks. You may obtain such credit under your account by requesting checks or drafts payable in U.S. Dollars that will be sent either directly to your designated payees or to you for forwarding to your designated payees. We may offer the direct deposit of Advances into your banking account or those of your creditors. Availability of funds sent through direct deposit depends upon the policies and procedures of the receiving bank. If this account includes a special feature to purchase goods or services from a merchant, we may send Advances directly to the merchant on your behalf. From time to time, we may issue you additional checks or offer other additional Advances in response to your request. You may not use any Advance solely to make a payment on this account or solely to make a payment on any other credit account with us.

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

You agree not to use a postdated check to obtain credit under your account. If you do postdate a check by which you propose to obtain credit under your account, we may elect to honor it upon presentment or return it unpaid to the party which presented it for payment, without in either case awaiting the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

You must return all checks to us on request.

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

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

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

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

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

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

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

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

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

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

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

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

Payment Holidays: We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday. A payment holiday will increase the term of your loan.

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

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

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

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

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

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

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

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

Amendments: We may amend this Agreement at any time by adding, deleting, or changing provisions in compliance with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your account with another account at any time.

Assignments: We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

Unauthorized Use of Your Account: You are liable for the unauthorized use of your account. You should immediately notify us at MBNA America P.O. Box 15021, Wilmington, DE 19850, (Telephone 1-800-892-8349), orally or in writing, of the loss, theft, or possible unauthorized use of your account.

Litigation: The Arbitration provisions below apply to you unless you were given the opportunity to reject the Arbitration provisions and you did so reject them; in which case you agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

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

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.naf-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitration shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privileges recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration Section applies to all Claims now in existence or that may arise in the future.

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

For the purposes of this Arbitration Section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, reward or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "you" or "yours" shall mean any person or entity approved by us to use the account, including but not limited to all persons or entities contractually obligated on the account and all authorized users of the account.

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

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

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

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

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

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Privacy

Your privacy is important to us

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

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

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

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

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

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

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

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

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

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

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

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

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

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

)

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#74923999849247 BALANCE -- 38,870.80

***** PRIMARY DEBTOR ***** C/O DATE 04/28/06 LSTPY DT 03/30/06

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

74923999849247 A I INC

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

PENN CENTRAL IN JOHN HIBNER PO BOX 304

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

DU BOIS PA 158010304 8143713211

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

8143712566

*M-POE-ADDR *M-LOAN-TYPE*M-LENDING-OFFICER

LU01 OU0001

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

AGNY

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

210 0000 04/28/06 04/20/99 04/28/06

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

03/30/06 38,870.80 .00 .00 38,870.80

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

38,870.80 .00 .00 ELITE BUSINESS LOC 1111123345677

*M-COMMENT-2

000 20060505 0000000

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

05/05/06

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

HIBNER JOHN .00 .00

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101864
NO: 06-1362-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: MBNA AMERICA BANK, N.A.
vs.
DEFENDANT: PENN CENTRAL IN INC.

SHERIFF RETURN

NOW, August 28, 2006 AT 10:45 AM SERVED THE WITHIN COMPLAINT ON PENN CENTRAL IN INC.
DEFENDANT AT WORK: 201 VALLEY AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
KATHY HIBNER, OFFICE MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
03:14 pm
SEP 05 2006

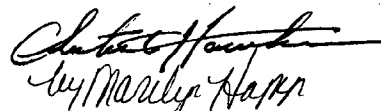
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	47279	10.00
SHERIFF HAWKINS	WOLPOFF	47279	52.21

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MBNA AMERICA BANK, N.A.
Plaintiff

vs.

PENN CENTRAL IN INC.
Defendant

No. 06-1362 C.D.

Type of Pleading: Answer to Complaint
and New Matter

Filed on behalf of: Penn Central Industries
Inc., Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

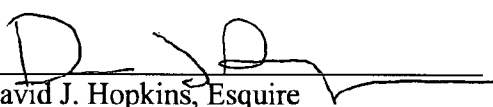
DAVID J. HOPKINS, ESQUIRE
Attorney at Law

Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead
to the within pleading within
twenty (20) days of service thereof
or default judgment may be entered
against you.


David J. Hopkins, Esquire
Attorney for Defendant

FILED NO cc
M/T: 10/2/06
OCT 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MBNA AMERICA BANK, N.A.	:	
Plaintiff	:	
	:	
vs.	:	No. 06-1362 C.D.
	:	
	:	
PENN CENTRAL IN INC.	:	
Defendant	:	

ANSWER TO COMPLAINT

AND NOW comes the Defendant, Penn Central Industries Inc. by and through its attorneys, Hopkins Heltzel LLP, and answers the Complaint of the Plaintiff as follows:

1. Admitted.
2. Denied. Defendant's correct name is Penn Central Industries Inc. Defendant is not an individual. Defendant's last known address is not 201 Sandspur Road, DuBois, Clearfield County, Pennsylvania 15801.
3. Denied. Defendant never opened an MBNA account with Plaintiff.
4. Denied. Defendant denies the credit card agreement is the document binding the parties.
5. Denied. Defendant denies being indebted to Plaintiff on any credit card. Defendant denies the claims of Plaintiff are for actual credit card purchases but rather are accounts from other entities whose claims are no longer valid that Plaintiff purchased.
6. Denied. Defendant denies being under any contractual obligation with the Plaintiff.

7. Denied. Defendant was not issued a credit card by Plaintiff. Defendant denies the charges that Plaintiff seeks are for credit card purchases but rather arose from a line of credit and loan initiated with SunTrust over ten years ago that was later sold to Textron and then to Plaintiff. Plaintiff purchased the account subject to all of the defenses that Defendant possesses against its predecessors.

8. Denied.

9. Denied. Defendant was under no contractual obligation to pay Plaintiff any monies.

10. Denied. Defendant denies being indebted to Plaintiff in the amount of \$38,870.80.

11. Neither admitted nor denied. The allegations of Paragraph 11 call for a legal conclusion and no answer is required.

12. Neither admitted nor denied. Defendant is without sufficient knowledge to admit or deny the allegations set forth in Paragraph 12.

13. Neither admitted nor denied. Defendant is without sufficient knowledge to admit or deny the allegations set forth in Paragraph 13.

14. Admitted in part and denied in part. Defendant denies being indebted to the Plaintiff.

15. Neither admitted nor denied. Paragraph 15 calls for a legal conclusion to which no answer is required.

16. Admitted.

WHEREFORE, Plaintiff respectfully requests this Honorable Court dismiss Plaintiff's judgment lawsuit with prejudice.

NEW MATTER

AND NOW comes Defendant Penn Central Industries Inc., by and through its attorneys, Hopkins Heltzel LLP, and sets forth the New Matter of Defendant as follows:

17. Plaintiff MBNA purchased a debt that forms the basis of its lawsuit herein. The debt arose between Defendant and SunTrust as line of credit approximately ten (10) years ago that was later sold to Textron four (4) years later and then sold to Plaintiff approximately three (3) years later. Plaintiff purchased the account subject to all of the defenses that Defendant possesses against SunTrust and Textron.

18. Plaintiff's claims are barred by the applicable statute of limitations.

19. Plaintiff's claims are barred by the theory of laches.

20. Defendant is not indebted to Plaintiff and never received a credit card from Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court dismiss Plaintiff's judgment lawsuit with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Defendant
Hopkins Heltzel LLP
100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

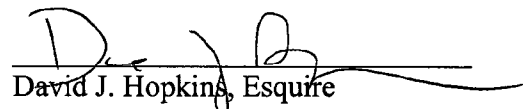
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MBNA AMERICA BANK, N.A.	:	
Plaintiff	:	
	:	
vs.	:	No. 06-1362 C.D.
	:	
	:	
PENN CENTRAL IN INC.	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to Complaint and New Matter, filed on behalf of Defendant, was forwarded on the 29th day of September, 2006 by United States Mail postage prepaid, addressed as follows:

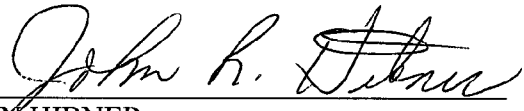
Amy F. Doyle, Esquire
Wolpoff & Abramson L.L.P.
4660 Trindle Road
Suite 300
Camp Hill, PA 17011


David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

PENN CENTRAL INDUSTRIES, INC.

BY: 
JOHN HIBNER

FILED

OCT 23 2006

M 11:30/6

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,
Plaintiff

: NO. 06-1362 C.D.

vs.

: CIVIL ACTION - LAW

PENN CENTRAL IN INC.,
Defendant

REPLY TO DEFENDANT'S NEW MATTER

AND NOW, TO WIT, this 16th day of October, 2006, comes the
Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, the
law firm of Wolpoff & Abramson, L.L.P., and files the following Reply to
New Matter as a statement herein:

The allegations and averments contained within paragraphs 1
through 16 of Plaintiff's Complaint are incorporated herein by reference as
if set forth in full.

17. Denied. The allegations contained in Paragraph 17 of
Defendant's New Matter are conclusions of law to which no response is
required. To the extent that Plaintiff is required to answer, Plaintiff
specifically denies the allegations contained in this paragraph and
demands strict proof thereof. By way of further response, as to
Defendant's allegations regarding the assignment of this account from
SunTrust to Textron to Plaintiff, Plaintiff is without sufficient information or
knowledge to form a belief as to the truth or veracity of the allegation.
Strict proof thereof is demanded at trial.

18. Denied. The allegations contained in Paragraph 18 of


Defendant's New Matter are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof. By way of further response, the last payment received on this account was on March 30, 2006. This matter has clearly been filed within the applicable Statute of Limitations.

19. Denied. The allegation contained in Paragraph 19 of Defendant's New Matter is a conclusion of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegation contained in this paragraph and demands strict proof thereof. By way of further response, Plaintiff would note that the Doctrine of Laches is not an appropriate defense. In Beech v. Ragnar Benson, Inc., 402 Pa. Super. 449, 453, 487 A.2d 335, 337-8 (1991), the Court noted: "Our research reveals that laches, a doctrine of stale demand, is purely an equitable principle and it may not be invoked as a defense in a court of law. Actions in law are governed by the statute of limitations." Plaintiff has already addressed Defendant's Statute of Limitations claim in Paragraph 18.

20. Denied. The allegations contained in Paragraph 20 of Defendant's New Matter are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof.

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

Respectfully submitted,



Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Andrew C. Spears, Esquire ID No. 87737
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, MBNA AMERICA BANK, N.A., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Reply to New Matter are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

10/16/06

C

Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Andrew C. Spears, Esquire ID No. 87737
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
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

vs.

PENN CENTRAL IN INC. ,
Defendant


: NO. 06-1362 C.D.

: CIVIL ACTION - LAW

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Reply to New Matter upon counsel for the Defendant, by First Class Mail,
Postage Pre-Paid, a copy thereof on this 16th day of October, 2006, to:

David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801



Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Andrew C. Spears, Esquire ID No. 87737
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
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Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
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 TRINDLE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MBNA AMERICA BANK, N.A.,
Plaintiff

vs.

PENN CENTRAL IN, INC.,
Defendant

* NO. 2006-1362-CD
*
*
*
*
*

ORDER

NOW, this 1st day of May, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED ^{LG} ICC Atty
S 013:32cm A. Spears
MAY 01 2013
William A. Shaw
Prothonotary/Clerk of Courts ICC deft

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, Pa 16830

FILED

MAY 15 2013

W/11:15/13
William A. Shaw
Prothonotary/Clerk of Courts

Andrew Spears
4660 Trindle Road, Suite 300
Camp Hill, PA 17011

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MBNA AMERICA BANK, N.A.,
Plaintiff

vs.

PENN CENTRAL IN, INC.,
Defendant

* NO. 2006-1362-CD
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BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

MAY 01 2013

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MBNA AMERICA BANK, N.A.

VS.

PENN CENTRAL IN, INC.

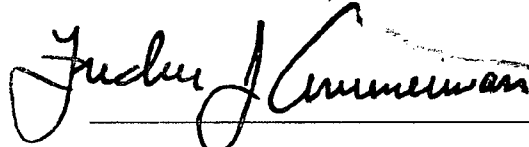
NO. 2006-1362-CD

ORDER

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; no one having appeared to answer the Call of the Inactive List; the Court noting there's been no docket activity since October 23, 2006, it is the ORDER of the Court that this matter be and is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,



President Judge

FILED 2CC AH, A. Spears
JUL 02 2013 2 CC debt
9:38am

William A. Shaw
Prothonotary/Clerk of Courts

OK

DATE: 7-2-13

☐ 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

JUL 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

left

1201 San Spar Rd

Du Bois 15804

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

918.304m
JUL 22 2013

William A. Shaw
Prothonotary/Clerk of Courts

~~Andrew C. Spears
4660 Trindle Road, Suite 300,
Camp Hill, PA 17009~~

RETURN TO SENDER
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UNABLE TO FORWARD

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MBNA AMERICA BANK, N.A.

VS.

PENN CENTRAL IN, INC.

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NO. 2006-1362-CD

ORDER

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The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,
/S/ Fredric J Ammerman

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

JUL 02 2013

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

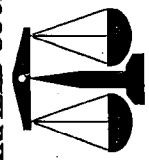
MBNA AMERICA BANK, N.A.)
)
)
 VS.) NO. 2006-1362-CD
)
)
 PENN CENTRAL IN, INC.)

William L. Shaw
Prothonotary/
Clerk of Courts

A Spears Esg

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY

WILLIAM A. SHAW
PROTHONOTARY
AND
CLERK OF COURTS
JACKI KENDRICK
DEPUTY PROTHONOTARY



JOHN SUGHRUE
SOLICITOR
LYNN MILLER
ADMINISTRATIVE ASSISTANT

PO BOX 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext 5013
FAX (814) 765-2641

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 2136 Thank you.

William A. Shaw, Prothonotary

DATE: 7-2-13

_____ 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: