

06-1603-CD
HILCO Rec. vs Leonard Hawkins et al

2006-1603-CD
HILCO Rec et al vs Leonard Hawkins et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
ONE NORTHBROOK PLAZA
5 REVERE DRIVE,SUITE 415
NORTHBROOK IL 60062-
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS
5 LAKESIDE AVE
DUBOIS PA 15801

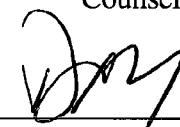
KANDACE L HAWKINS
5 LAKESIDE AVE
DUBOIS PA 15801-0000
Defendant(s)

Filed on behalf of:

Plaintiff, HILCO RECEIVABLES,L.L.C.

Counsel of record for this party:

Date: 9/27/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholie #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.*
OCT 02 2006 *85.00*
2006 *ccs Shf*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK

:No.

Plaintiff

:

VS

:

LEONARD HAWKINS
KANDACE L HAWKINS
Defendant(s)

:CIVIL ACTION - LAW

:

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:

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NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

:No.

VS
LEONARD HAWKINS
KANDACE L HAWKINS
Defendant(s)

:CIVIL ACTION - LAW

NOTICIA

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

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

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

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: CIVIL ACTION - LAW

VS.
LEONARD HAWKINS
KANDACE L HAWKINS
Defendant(s)

COMPLAINT

AND NOW, this 22 day of September, 2006, comes the Plaintiff 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 is HILCO RECEIVABLES,L.L.C. ASSIGNEE OF MBNA AMERICA BANK, located at ONE NORTHBROOK PLAZA 5 REVERE DRIVE, SUITE 415, NORTHBROOK, IL 60062.
2. Defendant, LEONARD HAWKINS, is an adult individual with a last known address of 5 LAKESIDE AVE, DUBOIS, CLEARFIELD COUNTY, PA 15801.
3. Defendant, KANDACE L HAWKINS, is an adult individual with a last known address of 5 LAKESIDE AVE, DUBOIS, CLEARFIELD COUNTY, PA 15801-0000.
4. It is averred that Defendants were issued an open-end credit account by Plaintiff's Assignor. This account was created through a written contract between Plaintiff's Assignor and Defendants, accepted by Defendants when Defendants signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."

5. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendants and Plaintiff's Assignor would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16 (FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

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

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

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

9. Defendants did not object to the above-mentioned monthly statements submitted by Plaintiff's Assignor to Defendants.

10. Defendants have made sporadic and irregular payments, if any, which have been applied to the outstanding balance of this account. The last payment made on this account was on April 25, 2005.

11. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendants' credit account, as a result of charges made by said Defendants and/or any authorized users is the sum of \$5,786.09.

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

13. The amount of interest which has accrued on the aforementioned account is the sum of \$620.12.

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

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

16. The amount of attorney's fees incurred in this matter is the sum of \$867.77.

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

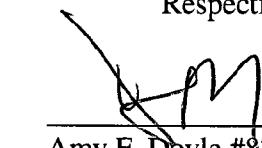
18. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

19. The amount in controversy 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 \$5,786.09, plus interest in the amount of \$620.12, plus attorney's fees in the amount of \$867.77, plus costs of this action and any other relief as this Court deems proper and just.

Date: 9/27/06

Respectfully submitted,


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

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: 9/27/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617

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Attorneys in the Practice of Debt Collection

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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 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 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.

What Law Applies: This notice is governed by the laws of the state of New York. Any dispute arising out of or relating to this notice will be resolved by arbitration in accordance with the rules of the American Arbitration Association.

Arbitration and Litigation: You agree to arbitrate any dispute arising out of or relating to this notice, except that you may bring a class action in state or federal court if you so choose. You agree to arbitrate any dispute arising out of or relating to this notice, except that you may bring a class action in state or federal court if you so choose. You agree to arbitrate any dispute arising out of or relating to this notice, except that you may bring a class action in state or federal court if you so choose.

Information We Collect: MBNA collects and uses non-public 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, manufacturers, companies, Internet service providers, 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.mbnatia.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 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 to make a Check/Cash Advance on your account.

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

We use section headings (such as Words Used 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 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 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 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.

Purposes for Using Your Account

You may use your account for personal, family, or house 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 this or any other credit account with us. You may not use, permit, your account to be used to make any illegal transac-

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

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check 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, 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. 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 reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

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

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid to obtain credit on your account, you may be liable for

before any other existing balances.

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 Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

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 officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we 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 to you or if you omit a payment, finance charges and any applicable law 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 regulations conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedure provide that the currency conversion rate to be used is the

(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

Account Fees: The following fees, which are set forth in your Required Federal Disclosures or initial Disclosure, are charged as Purchases in the billing cycle in which the fees 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 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 draft, 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 changing 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 relevation 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 for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

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

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 you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice-requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher-standing 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 to 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 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 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 authorizations at any time must not be more than your credit limit. If you

attempt 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, 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 to you from Delaware. This Agreement is governed by the 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 in 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 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 and Litigation section or the validity of the entire Agreement or 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, www.arbitronline.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371.

If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure.

At your written request, we will advance any arbitration filing fee, or administrative and hearing fees, that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction.

Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or 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 termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchasers 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 codefendant in any Claim you assert against us.

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

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

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

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

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

Credit Insurance pays your minimum monthly payment up to your balance on the date of loss not to exceed \$25,000, except for disability in NY, 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 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), 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 65 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hours (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date). (PA - on the date of loss). Employees of professional corporations may be eligible.

Coverages & 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, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY; if your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 10 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO); involuntary unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

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

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.6c; CT 42.9c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.9c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 20c; IL 80.97c; IN 99c; IA 97.8c; IL 7.2c; D 16.6c; U 54c; F 20c; KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 93.8c; NV 99.8c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c; IL 8.8c; D 26.8c; U 16.9c; NC 71.3c; ND 94.91c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c; IL 4.8c; D 12.9c; U 6c; UT 90.44c; VT 34.92c (IL 6.68c; D 12.24c; F 16c); VA 84c; IL 6.1c; D 8.9c; U 49c; F 20c); WA 89.39c; WV 99.9c; WI 93.6c (IL 5.7c; D 8.9c; U 59c; F 20c); WY 99.7c.

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 Companies/Policies: Involuntary

Unemployment: American Security/LOI(5/85), LOI(NY/3/93), AS/LOI(TX/1/99), LOI/CP-PS(2/96), LOI/CP-CRS-ME(5/85) and LOI/CP: Standard Guaranty/SG LOI(5/85) (INH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WI; Standard Guaranty Life (TX only/LOI/8/92) (L-3, K-A), First North Life (NY Life only/ NY/LM/013, American Security (NY Disability only/WS-A, Fortis Insurance (ME only)/U-K-A, Family Leave: American Security/FLP (4/97), FLP-FLI (2/97) in FL, FLP-NC (3/98) in NC, FLP-OK (4/97) in OK, FLP-VA (2/98) in VA, FLP-PA (2/1/98) in AZ, FL-IP (4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WV (4/97) in WV; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT (4/97) in VT. Solicting 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 \$1250. In OR, coverage pays the greater of 1/36th 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% c on 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 separately write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302.

Applications will be sent to you.

Exhibit "B"

CLIENT NO 001871 HILCO ACCT#4313010999755369
C/OFF DATE-- LST PD DATE-09/24/04
ACCOUNT#----4313010999755369 CHG OFF AMT- 5,811.00
INT RATE---0000 LASTINT DATE-
CHGOFF RSN--0000 ACCTSTATUS--410
CHGOFF DATE- LST PAY DATE-09/24/04
***** PRIMARY DEBTOR *****
LAST NAME---HAWKINS FIRST NAME--LEONARD
DOB----- 01/19/71 TITLE-
== == HOME INFORMATION == == == == WORK INFORMATION == == ==
HOME PHONE#-5558888888 HM PH FLG-WORK PHONE#-5553784709 WK PH FLG-
HOME ADDR1--513 GEORGE ST EMPLOYER---
ADDR2
CITY/STHOUTZDALE PA 66510 COUNTY-----0000000000000000
RECORD-TYPE-A SEQ NO-----00 CUST TYPE---I
LOAN TYPE--CARD LENDING OFC--MBNA02
RECOVERER CODE--P013
DEALER CODE--00000 CHG OFF RSN--0000 ACCT STATUS--410
INT RATE---0000 LST PAY DATE-09/24/04 CONTRACTDATE-08/20/90
ASSOC COST---.00 ACC INTREST--.00
CUR BAL----- 5,811.00 NET PRINCIPAL-- 5,811.00
NET ASSOC COSTS-.00 PD NET INTEREST-.00
COMMENT DATE-
LST COMMENT--
SECOND NAME-- MTHLY INCOME-.00 OTHER INCOME-.00
MTHLY PYMT---.00 OTHER OBLIG--.00 RENT CODE---
RCVRY SCORE--465 NXTPYMT DATE-
LSTCONT DATE- COMM RATE---2500 ADDR FLAG---
CUST ID-----190668579
PARNT ORG CD-

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101976
NO: 06-1603-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: HILCO RECEIVABLES, L.L.C. ASSIGNEE
VS.
DEFENDANT: LEONARD HAWKINS and KANDACE L. HAWKINS

SHERIFF RETURN

NOW, October 05, 2006 AT 1:57 PM SERVED THE WITHIN COMPLAINT ON LEONARD HAWKINS DEFENDANT AT 5 LAKESIDE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KANDACE HAWKINS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED

018:5061
JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101976
NO: 06-1603-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: HILCO RECEIVABLES, L.L.C. ASSIGNEE
vs.
DEFENDANT: LEONARD HAWKINS and KANDACE L. HAWKINS

SHERIFF RETURN

NOW, October 05, 2006 AT 1:57 PM SERVED THE WITHIN COMPLAINT ON KANDACE L. HAWKINS DEFENDANT AT 5 LAKESIDE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KANDACE HAWKINS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101976
NO: 06-1603-CD
SERVICES 2
COMPLAINT

PLAINTIFF: HILCO RECEIVABLES, L.L.C. ASSIGNEE
vs.
DEFENDANT: LEONARD HAWKINS and KANDACE L. HAWKINS

SHERIFF RETURN

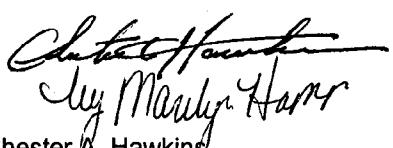
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	67474	20.00
SHERIFF HAWKINS	WOLPOFF	67474	41.30

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS

Defendant(s)

PRAECIPE FOR JUDGMENT

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

(X)	Amount due	\$7,273.98
	Less credits	\$0.00
	TOTAL	\$7273.98, plus interest and costs

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

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

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

Date: 3/14/07

Philip C Warholic
Amy F. Doyle #87052 / 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 / 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. 20.00
M/1/23/07 10:00 AM
APR 25 2007 Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
(GK)

NOW, April 25, 2007, JUDGMENT IS ENTERED AS ABOVE.

William A. Shaw
Prothonotary/Clerk, Civil Division

By: _____
Deputy

MAIN OFFICE
100 WASHINGTON CENTRE
702 KING FARM BLVD., ROCKVILLE, MD 20850

REGIONAL OFFICES

10605 JUDICIAL DR., BLDG. A-5, FAIRFAX, VA 22030
17 WEST CARY STREET, RICHMOND, VA 23220
5122 GREENWICH RD., VIRGINIA BEACH, VA 23462
919 N. MARKET ST., STE. 1300, WILMINGTON, DE 19899
1 VALLEY BANK BLDG., BOX 1226, CLARKSBURG, WV 26302
4660 TRINDE ROAD, STE. 300, CAMP HILL, PA 17011
301 GRANT ST., STE. 4300, PITTSBURGH, PA 15219
28632 ROADSIDE DR., STE. 265, AGOURA HILLS, CA 91301
39500 HIGH POINTE BLVD., STE. 250, NOVI, MI 48375
300 CANAL VIEW BLVD., ROCHESTER, NY 14623
5215 N. O'CONNOR BLVD., STE. 1060, LAS COLINAS, TX 75039
3200 SOUTHWEST FREEWAY, STE. 3300, HOUSTON, TX 77027
111 SOLEDAD ST., STE. 300, SAN ANTONIO, TX 78205
180 GLASTONBURY BLVD., GLASTONBURY, CT 06033
1201 PEACHTREE STREET, STE. 1717, ATLANTA, GA 30361
301 CARLSON PKWY., STE. 303, MINNETONKA, MN 55305
489 WHITNEY AVE., 2ND FLOOR, HOLYOKE, MA 01040
ONE CUMBERLAND PLAZA, 3RD FLOOR, WOONSOCKET, RI 02895
4643 S. ULMER ST., STE. 800, DENVER, CO 80237
5355 TOWN CENTER ROAD, STE. 1002, BOCA RATON, FL 33486
1700 SEVENTH AVE., STE. 2100, SEATTLE, WA 98101

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

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

4660 TRINDE ROAD
SUITE 300
CAMP HILL, PA 17011

717-303-8700

OUTSIDE THE CAMP HILL LOCAL AREA
(TOLL FREE)

1-800-830-2793

FACSIMILE 717-737-9051

PLEASE DIRECT ALL INQUIRIES TO THE CAMP HILL OFFICE

NATIONAL COLLECTION ATTORNEY NETWORK

AFFILIATED FIRM LOCATIONS (NOT REGIONAL)

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

BIRMINGHAM, ALABAMA	FARGO, NORTH DAKOTA
ANCHORAGE, ALASKA	CLEVELAND, OHIO
PHOENIX, ARIZONA	OKLAHOMA CITY, OKLAHOMA
CABOT, ARKANSAS	EUGENE, OREGON
HONOLULU, HAWAII	COLUMBIA, SOUTH CAROLINA
BOISE, IDAHO	KNOXVILLE, TENNESSEE
CHICAGO, ILLINOIS	SANDY, UTAH
MERRILLVILLE, INDIANA	MILWAUKEE, WISCONSIN
KANSAS CITY, KANSAS	RAWLINS, WYOMING
LEXINGTON, KENTUCKY	
METAIRIE, LOUISIANA	
ST. LOUIS, MISSOURI	

GRANADA, MEXICO
LAS VEGAS, NEVADA
MANCHESTER, NEW HAMPSHIRE
CEDAR KNOLLS, NEW JERSEY
RALEIGH, NORTH CAROLINA

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

January 24, 2007

LEONARD HAWKINS
5 LAKESIDE AVE
DUBOIS, PA 15801

W&A File No. 133723038

RE: HILCO RECEIVABLES, L.L.C. ASSIGNEE OF MBNA AMERICA BANK
vs. LEONARD HAWKINS KANDACE L HAWKINS

Dear Leonard Hawkins:

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

Sincerely,



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Wolpoff & Abramson, L.L.P.
Camp Hill, PA 17011
Telephone: (800) 830-2793
Counsel for Plaintiff

COPY
Enclosure

cc:

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

vs.

NO. 06-1603-CD

CIVIL ACTION - LAW

LEONARD HAWKINS
KANDACE L HAWKINS
Defendant(s)

TO: LEONARD HAWKINS
5 LAKESIDE AVE
DUBOIS PA 15801

DATE OF NOTICE: January 24, 2007

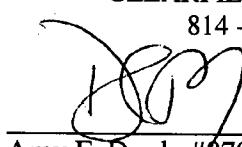
IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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


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

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS

Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA : :

COUNTY OF CUMBERLAND : :

The undersigned counsel, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Leonard Hawkins, above-named, is over 21 years of age; is last known to reside at 5 Lakeside Ave Dubois, County of Clearfield, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act and its Amendments.

Date: 3/14/07

Philip C Warholic

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
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Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy R. Wise, Notary Public
Hampden Twp., Cumberland County
My Commission Expires Nov. 30, 2010
Member, Pennsylvania Association of Notaries

SWORN and SUBSCRIBED to before me this 14th day of March, 2007

Amy R. Wise
Notary Public

W & A File No. 133723038

W&A File No. 133723038

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS

Defendant(s)

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

I hereby certify that the precise address of Plaintiff is:

Hilco Receivables,L.L.C.
One Northbrook Plaza
5 Revere Drive,Suite 415
Northbrook IL 60062

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

Leonard Hawkins
5 Lakeside Ave
Dubois PA 15801

Date: 3/14/07

Philip C Warholic

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 / Bruce H. Cherkis #18837
Ronald S. Canter #94000 / Ronald M. Abramson #94266
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS

Defendant(s)

NOTICE OF JUDGMENT

(x) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$7,273.98, plus interest, on April 25, 2007.

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

By: Philip C. Warholic

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

Date: 3/14/07

Philip C. Warholic
Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
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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

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

NOTICE SENT TO: Leonard Hawkins
5 Lakeside Ave
Dubois PA 15801

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

COPY

HILCO Receivables, L.L.C.
MBNA America Bank
Plaintiff(s)

No.: 2006-01603-CD

Real Debt: \$7,273.98

Atty's Comm: \$

Vs.

Costs: \$

Leonard Hawkins
Kandace L. Hawkins
Defendant(s)

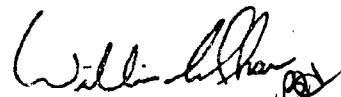
Entry: \$20.00

Instrument: Default Judgment against Leonard Hawkins ONLY

Date of Entry: April 25, 2007

Expires: April 25, 2012

Certified from the record this 25th day of April, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

FILED
M 11 29 2007 Atty pd.
JUL 09 2007 20.00
William A. Shaw
Prothonotary/Clerk of Courts 9 Writs
4CC
to Sheriff
GR

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
P.R.C.P. 3101 to 3149

HILCO RECEIVABLES, L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

vs.

LEONARD HAWKINS

Defendant(s)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

JUDGMENT NO. 06-1603-CD

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

To the Prothonotary: Please issue the Writ of Execution in the above-captioned matter, in the amount of \$7,273.98.

- (1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;
- (2) against, LEONARD HAWKINS located at 5 LAKESIDE AVE, DUBOIS, PA 15801, Defendant(s)
- (3) and against, COUNTY NATIONAL BANK located at 101 INDUSTRIAL PARK RD, CLEARFIELD, PA 16830, Garnishee(s);
- (4) and index this writ
 - (a) against, LEONARD HAWKINS, Defendant(s) and
 - (b) against, COUNTY NATIONAL BANK, Garnishee(s),

as a lis pendens against the real property of the Defendant(s) in the name of the Garnishee(s) as follows:
(Specifically describe property) ***GARNISH ONLY***

You are directed to attach the property of the Defendant(s) not levied upon in the possession of
COUNTY NATIONAL BANK located at 101 INDUSTRIAL PARK RD, CLEARFIELD, PA 16830, Garnishee(s).

All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes
receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

Amount due \$7,273.98
Interest from 04/25/2007
At an interest rate of 6% per year To Be Determined

Total \$7,273.98 Plus costs & interest

125.00 Prothonotary costs

Date: 6/29/07


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
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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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES, L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS
Defendant(s)

INTERROGATORIES TO GARNISHEE IN AID OF EXECUTION

TO: COUNTY NATIONAL BANK
101 INDUSTRIAL PARK RD
CLEARFIELD, PA 16830

PURSUANT TO RULE 3253 OF THE RULES OF CIVIL PROCEDURE, THE FOLLOWING
INTERROGATORIES HAVE BEEN SERVED UPON YOUR INSTITUTION. GARNISHEE IS HEREBY REQUIRED
TO ANSWER EACH OF THE FOLLOWING INTERROGATORIES SEPARATELY AND FULLY. PLEASE
COMPLETE THE FOLLOWING INTERROGATORIES TO ASSIST THE CREDITOR'S EFFORTS TO SATISFY
THE LAWFUL OBLIGATION OF THE ABOVE REFERENCED DEBTOR(S).

IMPORTANT NOTICES AND INSTRUCTIONS TO GARNISHEE

A. You are required to file answers to the following interrogatories within twenty (20) days after service
upon you. Failure to do so may result in judgment against you.

B. The term "Defendant(s)" means the individual(s) or entity against whom the Writ of Execution was
issued.

C. "You" means the main office and all branch offices, representatives, employees, and agents of your
organization.

D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment
which is in your possession, custody or control is attached, including all property of the Defendant(s) which comes into
your possession thereafter.

E. These Interrogatories are considered to be continuing and therefore should be modified or supplemented
as you receive further or additional information.

F. Where exact information cannot be furnished, estimated information is to be supplied. When an estimate
is to be used, it should be identified as such, and an explanation should be given as to the basis on which the estimate is
made, and the reason the exact information cannot be furnished.

G. Where knowledge or information in possession of a party is requested, such request includes knowledge
of the party's agents, representatives, and attorneys.

PLAINTIFF'S INTERROGATORIES TO GARNISHEE
DEFENDANT(S) - LEONARD HAWKINS

1. DEPOSITORY ACCOUNTS: At the time you were served or at any subsequent time, state whether or not the Defendant(s) maintains any checking, savings, lines of credit, certificate of deposit's or other depository accounts with your institution. If so, state the identification numbers of those accounts, and the amount or amounts the Defendant(s) has in each account. If the Defendant(s) maintains any of these jointly with any other person, or persons, give their name and address.

1A. DIRECT DEPOSIT ACCOUNTS: Are any of the accounts you have listed above direct deposit accounts? If yes, please state the identification numbers of those accounts.

2. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

3. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. 8123? If so, identify each account.

4. TRANSFER OF PROPERTY: At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant against you?

5. SAFE DEPOSIT BOXES: At the time you were served or at any subsequent time, state whether or not the Defendant(s) maintains any safe deposit box or boxes. If so, include the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If the Defendant(s) maintains any of these jointly with any other person or persons give their full name and address.

6. REAL OR PERSONAL PROPERTY: At the time you were served or at any subsequent time, state whether or not Defendant(s) owns any personal property that was in your possession and/or control. If so, include a full description of all personal property giving full value and present location. State also whether or not there are any encumbrances or liens holders, the present balance of the encumbrance. State where and when the encumbrances or liens was recorded. If the Defendant(s) owns any personal property jointly with any person or persons, give names and address.

7. OTHER ASSETS: At the time you were served or at any subsequent time, did you know of the existence of any other asset(s) of the Defendant(s) which are not disclosed in the preceding Interrogatories. If so, please set forth all details concerning those asset.

8. PROPERTY HELD AS A FIDUCIARY: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which any Defendant(s) had an interest? If so, please describe for each Defendant(s) the nature of the property including its value and the interest of Defendant(s).

9. FEES OUTSTANDING TO GARNISHEE: Are there any attorneys fees or processing fees charged by you against the Defendant(s) or account(s) of the Defendant(s) for the completion of this Answer. If yes, outline the exact amount of any fees due and owing to the garnishee or the attorney for the garnishee for the preparation of the Answer.

Date: 6/29/07


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 / 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

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

HILCO Receivables, L.L.C., Assignee of
MBNA America Bank

Vs.
Leonard Hawkins

NO.: 2006-01603-CD

COPY

County National Bank
Garnishee

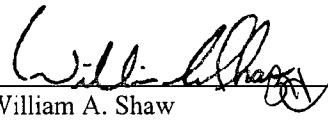
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against HILCO RECEIVABLES, L.L.C., Assignee of MBNA AMERICA BANK, Plaintiff(s) from LEONARD HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank as garnishee(s): All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: **\$7,273.98**
INTEREST FROM 04/25/2007 at an interest
rate of 6% per year: **To Be Determined**
ATTY'S COMM: \$

PROTH. COSTS PAID: **\$125.00**
SHERIFF: \$
OTHER COSTS: \$
DATE: 07/09/2007



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: David R. Galloway, Esq.
4660 Trindle Road, Ste. 300
Camp Hill, PA 17011
(717) 303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102984
NO: 06-1603-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: HILCO Receivables, L.L.C., Assignee of MBNA
vs.
DEFENDANT: LEONARD HAWKINS
TO: COUNTY NATIONAL BANK, Garnishee

SHERIFF RETURN

NOW, July 12, 2007 AT 11:00 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON COUNTY NATIONAL BANK, Garnishee DEFENDANT AT 101 INDUSTRIAL PARK RD., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LARRY PUTT, BANKING OFFICER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
07/13/2007
JUL 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	202715	10.00
SHERIFF HAWKINS	WOLPOFF	202715	20.00

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

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

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

HILCO Receivables, L.L.C., Assignee of
MBNA America Bank

Vs.
Leonard Hawkins

NO.: 2006-01603-CD

County National Bank
Garnishee

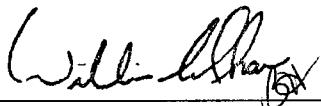
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against HILCO RECEIVABLES, L.L.C., Assignee of MBNA AMERICA BANK, Plaintiff(s) from LEONARD HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank as garnishee(s): All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: **\$7,273.98**
INTEREST FROM 04/25/2007 at an interest
rate of 6% per year: **To Be Determined**
ATTY'S COMM: \$

PROTH. COSTS PAID: **\$125.00**
SHERIFF: \$
OTHER COSTS: \$
DATE: 07/09/2007



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9 day
of July A.D. 2007
At 3:00 A.M. (P.M.)

Leonard A. Hawkins
Sheriff
by Marilyn Harris

Requesting Party: David R. Galloway, Esq.
4660 Trindle Road, Ste. 300
Camp Hill, PA 17011
(717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

HILCO Receivables, L.L.C., Assignee of
MBNA America Bank

Vs.
Leonard Hawkins

NO.: 2006-01603-CD

County National Bank
Garnishee

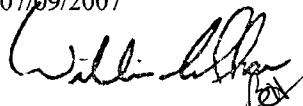
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against HILCO RECEIVABLES, L.L.C., Assignee of MBNA AMERICA BANK, Plaintiff(s) from LEONARD HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property
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County National Bank as garnishee(s): All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
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- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: **\$7,273.98**
INTEREST FROM 04/25/2007 at an interest
rate of 6% per year: **To Be Determined**
ATTY'S COMM: **\$**

PROTH. COSTS PAID: **\$125.00**
SHERIFF: **\$**
OTHER COSTS: **\$**
DATE: 07/09/2007



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9 day
of July A.D. 2007
At 3:00 A.M. P.M.

Leonard Hawkins
Sheriff by Marlyn Hamer

Requesting Party: David R. Galloway, Esq.
4660 Trindle Road, Ste. 300
Camp Hill, PA 17011
(717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

HILCO Receivables, L.L.C., Assignee of
MBNA America Bank

Vs.
Leonard Hawkins

NO.: 2006-01603-CD

County National Bank
Garnishee

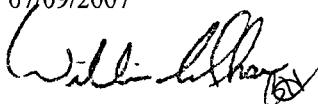
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against HILCO RECEIVABLES, L.L.C., Assignee of MBNA AMERICA BANK, Plaintiff(s) from LEONARD HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
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INTEREST FROM 04/25/2007 at an interest
rate of 6% per year: **To Be Determined**
ATTY'S COMM: \$

PROTH. COSTS PAID: **\$125.00**
SHERIFF: \$
OTHER COSTS: \$
DATE: 07/09/2007



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9 day
of July A.D. 2007
At 3:00 A.M. (P.M.)

Chesler A. Hawkins
Sheriff by Maelyn Herr

Requesting Party: David R. Galloway, Esq.
4660 Trindle Road, Ste. 300
Camp Hill, PA 17011
(717) 303-6700

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

HILCO Receivables, L.L.C., Assignee of
MBNA America Bank

Vs.
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NO.: 2006-01603-CD

County National Bank
Garnishee

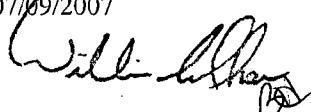
TO THE SHERIFF OF CLEARFIELD COUNTY:

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- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank as garnishee(s): All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: **\$7,273.98**
INTEREST FROM 04/25/2007 at an interest
rate of 6% per year: **To Be Determined**
ATTY'S COMM: \$

PROTH. COSTS PAID: **\$125.00**
SHERIFF: \$
OTHER COSTS: \$
DATE: 07/09/2007



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9 day
of July A.D. 2007
At 5:00 A.M./P.M.

Chester A. Hawkins
Sheriff by Marlyn Harris

Requesting Party: David R. Galloway, Esq.
4660 Trindle Road, Ste. 300
Camp Hill, PA 17011
(717) 303-6700

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
P.R.C.P. 3101 to 3149

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

vs.

LEONARD HAWKINS

Defendant(s)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

JUDGMENT NO. 06-1603-CD

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

To the Prothonotary: Please issue the Writ of Execution in the above-captioned matter, in the amount of \$7,273.98.

- (1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;
- (2) against, LEONARD HAWKINS located at 5 LAKESIDE AVE , DUBOIS, PA 15801, Defendant(s)
- (3) and against, COUNTY NATIONAL BANK located at 101 INDUSTRIAL PARK RD , CLEARFIELD, PA 16830, Garnishee(s);
- (4) and index this writ
 - (a) against, LEONARD HAWKINS , Defendant(s) and
 - (b) against, COUNTY NATIONAL BANK, Garnishee(s),

as a lis pendens against the real property of the Defendant(s) in the name of the Garnishee(s) as follows:
(Specifically describe property) ***GARNISH ONLY***

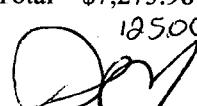
You are directed to attach the property of the Defendant(s) not levied upon in the possession of
COUNTY NATIONAL BANK located at 101 INDUSTRIAL PARK RD , CLEARFIELD, PA 16830, Garnishee(s).

All accounts including but not limited to all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

Amount due \$7,273.98
Interest from 04/25/2007 To Be Determined
At an interest rate of 6% per year

Total \$7,273.98 Plus costs & interest
12500 Prothonotary costs

Date: 6/29/07

 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 / 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

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

JUL 09 2007

Attest.


William L. Chen
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS
Defendant(s)

INTERROGATORIES TO GARNISHEE IN AID OF EXECUTION

TO: COUNTY NATIONAL BANK
101 INDUSTRIAL PARK RD
CLEARFIELD, PA 16830

PURSUANT TO RULE 3253 OF THE RULES OF CIVIL PROCEDURE, THE FOLLOWING
INTERROGATORIES HAVE BEEN SERVED UPON YOUR INSTITUTION. GARNISHEE IS HEREBY REQUIRED
TO ANSWER EACH OF THE FOLLOWING INTERROGATORIES SEPARATELY AND FULLY. PLEASE
COMPLETE THE FOLLOWING INTERROGATORIES TO ASSIST THE CREDITOR'S EFFORTS TO SATISFY
THE LAWFUL OBLIGATION OF THE ABOVE REFERENCED DEBTOR(S).

IMPORTANT NOTICES AND INSTRUCTIONS TO GARNISHEE

- A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.
- B. The term "Defendant(s)" means the individual(s) or entity against whom the Writ of Execution was issued.
- C. "You" means the main office and all branch offices, representatives, employees, and agents of your organization.
- D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment which is in your possession, custody or control is attached, including all property of the Defendant(s) which comes into your possession thereafter.
- E. These Interrogatories are considered to be continuing and therefore should be modified or supplemented as you receive further or additional information.
- F. Where exact information cannot be furnished, estimated information is to be supplied. When an estimate is to be used, it should be identified as such, and an explanation should be given as to the basis on which the estimate is made, and the reason the exact information cannot be furnished.
- G. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, representatives, and attorneys.

PLAINTIFF'S INTERROGATORIES TO GARNISHEE
DEFENDANT(S) - LEONARD HAWKINS

1. DEPOSITORY ACCOUNTS: At the time you were served or at any subsequent time, state whether or not the Defendant(s) maintains any checking, savings, lines of credit, certificate of deposit's or other depository accounts with your institution. If so, state the identification numbers of those accounts, and the amount or amounts the Defendant(s) has in each account. If the Defendant(s) maintains any of these jointly with any other person, or persons, give their name and address.

1A. DIRECT DEPOSIT ACCOUNTS: Are any of the accounts you have listed above direct deposit accounts? If yes, please state the identification numbers of those accounts.

2. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

3. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. 8123? If so, identify each account.

4. TRANSFER OF PROPERTY: At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant against you?

5. SAFE DEPOSIT BOXES: At the time you were served or at any subsequent time, state whether or not the Defendant(s) maintains any safe deposit box or boxes. If so, include the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If the Defendant(s) maintains any of these jointly with any other person or persons give their full name and address.

6. REAL OR PERSONAL PROPERTY: At the time you were served or at any subsequent time, state whether or not Defendant(s) owns any personal property that was in your possession and/or control. If so, include a full description of all personal property giving full value and present location. State also whether or not there are any encumbrances or liens holders, the present balance of the encumbrance. State where and when the encumbrances or liens was recorded. If the Defendant(s) owns any personal property jointly with any person or persons, give names and address.

7. OTHER ASSETS: At the time you were served or at any subsequent time, did you know of the existence of any other asset(s) of the Defendant(s) which are not disclosed in the preceding Interrogatories. If so, please set forth all details concerning those asset.

8. PROPERTY HELD AS A FIDUCIARY: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which any Defendant(s) had an interest? If so, please describe for each Defendant(s) the nature of the property including its value and the interest of Defendant(s).

9. FEES OUTSTANDING TO GARNISHEE: Are there any attorneys fees or processing fees charged by you against the Defendant(s) or account(s) of the Defendant(s) for the completion of this Answer. If yes, outline the exact amount of any fees due and owing to the garnishee or the attorney for the garnishee for the preparation of the Answer.

Date: 6/29/07



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 / Bruce H. Cherkis #18837

Ronald S. Canter #94000 / Ronald M. Abramson #94266

Wolpoff & Abramson, L.L.P.

Attorneys in the Practice of Debt Collection

4660 Trindle Road, Suite 300

Camp Hill, PA 17011

Telephone: (717) 303-6700

Counsel for Plaintiff

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

HILCO Receivables, L.L.C., Assignee of :
MBNA America Bank :
Plaintiff : No. 2006-01603-CD
vs. :
: :
LEONARD HAWKINS :
Defendant :
and :
: :
CNB Bank, :
Garnishee :
: :

FILED

JUL 27 2007

o/11-ecu
William A. Shaw
Prothonotary/Clerk of Courts

No 4/2

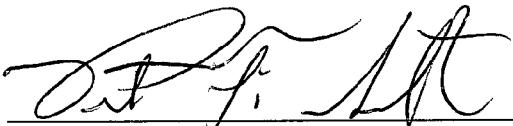
CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
Attorney David R. Galloway
Wolpoff & Abramson, L.L.P.
4660 Trindle Road, Suite 300
Camp Hill, PA 17011

CERTIFIED MAIL
Leonard C. Hawkins
5 Lakeside Avenue
DuBois, PA 15801-3025

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: 2/26/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HILCO RECEIVABLES,L.L.C.
ASSIGNEE OF MBNA AMERICA BANK
Plaintiff

No. 06-1603-CD

VS

CIVIL ACTION - LAW

LEONARD HAWKINS
Defendant(s)

PRAECEIPE TO DISCONTINUE ATTACHMENT EXECUTION

To the Prothonotary:

Kindly mark the attachment against the Garnishee, COUNTY NATIONAL BANK, discontinued, upon payment of your costs only.

Respectfully Submitted,

Date: 9/26/07


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. Canter #94000
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4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED
m/11/2007 2cc Atty Doyle
OCT 04 2007 1cc Atty P. Smith
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William A. Shaw
Prothonotary/Clerk of Courts