07-2050-CD
FIA Card vs Danielle Vos

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A.

No. 07-2050-CD

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

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

DANIELLE VOS
12928 BURNSIDE MCGEE HWY
MAHAFFEY PA 15757

Defendant(s)

Date: 12/11/07

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 / Ronald S. Canter #94000
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Counsel for Plaintiff

Aug 14, 2008 Document
Reinstated/~~Reissued~~ to Sheriff/Attorney
for service.
William A. Shaw
~~Deputy~~ Prothonotary

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William A. Shaw
Prothonotary/Clerk of Courts

1CC Atty
1CC Sheriff
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Cover - CLEARFIELD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW :
DANIELLE VOS Defendant(s)	: : :

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.	:
FKA, MBNA AMERICA BANK, N.A.	: No.
Plaintiff	:
	:
vs	: CIVIL ACTION - LAW
	:
DANIELLE VOS	:
Defendant(s)	:

NOTICIA

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

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

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

Clearfield County Courthouse
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.	:
FKA, MBNA AMERICA BANK, N.A.	: No.
Plaintiff	:
	:
vs	: CIVIL ACTION - LAW
	:
DANIELLE VOS	:
Defendant(s)	:

COMPLAINT

AND NOW, this 06 day of December, 2007, comes the Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with a principal place of business situated at 655 PAPER MILL ROAD DE5-013-02-02, WILMINGTON, DE 19884.

2. Defendant, DANIELLE VOS, is an adult individual with a last known address of 12928 BURNSIDE MCGEE HWY, MAHAFFEY, CLEARFIELD COUNTY, PA 15757.

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

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

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

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

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

8. Defendant did not object to the summary of account.

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of $3,061.93.

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

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

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

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

WHEREFORE Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, in the amount of $3,061.93, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 12/11/07

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

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: 12/11/07

Philip C Warholic

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Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

Credit Card Agreement
Additional Terms and Conditions

Selected Sections

NEXT90

Your Contract With Us

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

Privacy Notice

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

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

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

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

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

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

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

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

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

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

agencies. If you tell us not to share information with consumer reporting companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

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

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

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

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

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 any 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 Advances

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the 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 household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authority to obtain credit on your account, you may be liable for transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account 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 presentment 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

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 satisfactio without the prior written approval of one of our senior office You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person wh 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 t:

Payment Holidays

We may allow you, from time to time, to omit a monthl payment. We will notify you when this option is available you omit a payment, finance charges and any applicable l will accrue on your account in accordance with this Agreement. You must resume making your Total Minimu Payment Due each month following a payment holiday.

Transactions Made in Foreign Currenci

If you make a transaction in a foreign currency, the transa will be converted by Visa International or MasterCard International, depending on which card you use, into a U dollar amount in accordance with the operating regulatior conversion procedures in effect at the time that the transa is processed. Currently, those regulations and procedur provide that the currency conversion rate to be used is e (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 presentment;

(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 presentment;

(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 charging privileges or not.

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

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

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

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

We May Suspend or Close Your Account

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

You May Close Your Account

You may close your account by notifying us in writing or b 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 companie 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 amendmen 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-rat or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card wit another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assig or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account o 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 assessmen of Overlimit Fees.

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

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

... 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 reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a 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.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, 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 purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a 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 disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit insurance also pays your insured outstanding balance up to the least of your 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 66 (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 hrs/wk (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), (TX - before coverage effective date for unemployment). 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 (or 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); 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 30 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.

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 54.5¢; AK 78¢; AZ 99.9¢; AR 99¢; CA 89.9¢; CO 50.66¢; CT 42.89¢; DE 99.9¢; DC 99.9¢; FL 89¢; GA 90.8¢; HI 89.91¢; ID 99.5¢ (L 8.6¢, D 16.9¢, U 54¢, F 20¢); IL 80 97¢; IN 96¢; IA 97.8¢ (L 7.2¢, D 16.6¢, U 54¢, F 20¢); KS 85.47¢; KY 97.4¢; LA 99.93¢; ME 53.05¢; MD 79.74¢; MA 15.7¢; MI 85.7¢; MN 31.47¢; MS 92.5¢; MO 61.1¢; MT 93.9¢; NE 95.8¢; NV 99.87¢; NH 95¢; NJ 97¢; NM 58.9¢; NY 52.5¢ (L 8.8¢, D 26.8¢, U 16.9¢); NC 71.3¢; ND 94.97¢; OH 99.9¢; OK 97.47¢; OR 80.8¢; PA 38.1¢; PR 99¢; RI 99.8¢; SC 78.8¢; SD 99.9¢; TN 92 5¢; TX 33.7¢ (L 4.8¢, D 12.9¢, U 16¢); UT 90.44¢; VT 34.92¢ (L 6.68¢, D 12.24¢, F 16¢); VA 84¢ (L 6.1¢, D 8.9¢, U 49¢, F 20¢); WA 89.39¢; WV 99.5¢; WI 93.6¢ (L 5.7¢, D 8.9¢, U 59¢, F 20¢); WY 99.7¢.

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

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-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 & WY; Standard Guaranty Life (TX only)/ L-I-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013, American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) 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-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting 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, cover age pays 5% of the balance on your date of disability up to $1250. In OR, coverage pays the greater of 1/36th of the bal- ance 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 your insured outstanding balance on your date of unemploy- ment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 or family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN 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 separatel write to Assurant Group, P. O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

Exhibit "B"

```
CLIENT NO 001730  MBNA   ACCT#5490990074570712     BALANCE -- 3,061.93
******  PRIMARY DEBTOR  ***** C/O DATE 01/01/69 LSTPY DT 07/13/06
*M-ACCT-NO           *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5490990074570712     A           I           VOS
*M-FIRST-NAME   *M-ADDR-1                  *M-ADDR-2
DANIELLE        RR 1 BOX 104
*M-CITY              *M-COUNTY        *M-STATE*M-ZIP      *M-HOME-PH
MAHAFFEY                              PA       157579801  8142776506
*M-WORK-PH       *M-DOB    *M-POE-NAME
                 01/14/81
*M-POE-ADDR                                 *M-LOAN-TYPE*M-LENDING-OFFICER
                                            LM01        OM0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
                                         AGNY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
         PAA           0000       11/27/06       07/18/00       01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT     *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
07/13/06          3,061.93      .00          .00            3,061.93
*M-NET-PRIN   *M-NET-COST   *M-NET-INT    *M-COMMENT-1
 3,061.93      .00           .00                                   MMMMMMMMM1234
*M-COMMENT-2
    20061128
*M-COMMENT-3                                *M-COMMENT-DATE
                                            11/28/06
*M-2ND-NAME                                 *M-MONTHLY-INCOME*M-OTHER-INCOME
                                             .00              .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
 .00            .00          R                0670
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
                                    0000        N              N
*M-ADDR-FLAG*M-SSN           *M-MIO*M-AGY-CODE
N           XXX-XX-1232      DBBA  CL01
```

DEC 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103548**

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A.

Case # 07-2050-CD

vs.

DANIELLE VOS

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW April 28, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO DANIELLE VOS, DEFENDANT. SEVERAL ATTEMPTS

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	244391	10.00
SHERIFF HAWKINS	WOLPOFF	244391	80.66

FILED
0/3:00 LM
APR 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_______ Day of _________________ 2008

____

So Answers,

Chester A. Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A.

No. 07-2050-CD

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

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

DANIELLE VOS
12928 BURNSIDE MCGEE HWY
MAHAFFEY PA 15757

Defendant(s)

Date: 12/11/07

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

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

DEC 17 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Cover - CLEARFIELD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.
FKA, MBNA AMERICA BANK, N.A.
Plaintiff : No.

vs : CIVIL ACTION - LAW

DANIELLE VOS
Defendant(s)

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

NOTICIA

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW :
DANIELLE VOS Defendant(s)	: :

COMPLAINT

AND NOW, this 06 day of December, 2007, comes the Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with a principal place of business situated at 655 PAPER MILL ROAD DE5-013-02-02, WILMINGTON, DE 19884.

2. Defendant, DANIELLE VOS, is an adult individual with a last known address of 12928 BURNSIDE MCGEE HWY, MAHAFFEY, CLEARFIELD COUNTY, PA 15757.

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

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

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

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

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

8. Defendant did not object to the summary of account.

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of $3,061.93.

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

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

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

14. 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 Defendant, in the amount of $3,061.93, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 12/11/07

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

<u>VERIFICATION</u>

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: 12/11/07

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

Exhibit "A"

Credit Card Agreement Additional Terms and Conditions

Selected Sections

NEXT90

Your Contract With Us

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

Privacy Notice

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

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

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA 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, eithe within MBNA or outside of MBNA with other companies

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

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

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

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

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

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

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

...agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

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

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

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

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click "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 required by law.

...rds Used Often in This Agreement

...greement" or "Credit Card Agreement" means these ...tional Terms and Conditions and the Required Federal ...osures (or the Initial Disclosure) and any changes we ... to those documents from time to time.

...u" and "your" mean each and all of the persons who are ...d, accept, or use an account we hold. "You" and "your" ...ean any other person who has guaranteed payment of ...ccount, when used in the sections entitled *We May Monitor ...and Telephone Calls* and *Arbitration and Litigation* and when ...n 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 any 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 Advanc...

The transaction date for Check Cash Advances and Bal... Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes t... check. The transaction date for a returned payment (whic... will then be classified as a Bank Cash Advance) is the dat... 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...

Persons Using Your Account

If you permit any person to use your card, access che... account number, or other credit device with the authoriz... to obtain credit on your account, you may be liable for transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account 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 presentment 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

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 satisfactio without the prior written approval of one of our senior office You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person wh 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 t

Payment Holidays

We may allow you, from time to time, to omit a monthl payment. We will notify you when this option is available you omit a payment, finance charges and any applicable l will accrue on your account in accordance with this Agreement. You must resume making your Total Minimu Payment Due each month following a payment holiday.

Transactions Made in Foreign Currenci

If you make a transaction in a foreign currency, the transa vill be converted by Visa International or MasterCard nternational, depending on which card you use, into a U lollar amount in accordance with the operating regulatior conversion procedures in effect at the time that the transa s processed. Currently, those regulations and procedure provide that the currency conversion rate to be used is e (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 presentment;

(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 presentment;

(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 charging privileges or not.

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

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

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

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

We May Suspend or Close Your Account

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

You May Close Your Account

You may close your account by notifying us in writing or b 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 companie 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 amendmen 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-rat or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card wit another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assig or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account o 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 assessmen of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

... 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 reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a 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.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, 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 purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a 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 disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your 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 66 (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 hrs/wk (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), (TX - before coverage effective date for unemployment). 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 (or 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); 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 30 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.

...ary by state. Please refer to your certificates ... and coverages 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 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 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 15.74c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; 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 (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c), WA 89.39c; WV 99.5c; WI 93.6c (L 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/Policy: Involuntary Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-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 & WY; Standard Guaranty Life (TX only)/ L-I-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013, American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(2/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (1/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting 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 the 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 $150. 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% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

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

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"

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CLIENT NO 001730  MBNA   ACCT#5490990074570712      BALANCE -- 3,061.93
******  PRIMARY DEBTOR  ***** C/O DATE 01/01/69 LSTPY DT 07/13/06
*M-ACCT-NO                *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5490990074570712     A          I          VOS
*M-FIRST-NAME   *M-ADDR-1                 *M-ADDR-2
DANIELLE        RR 1 BOX 104
*M-CITY                 *M-COUNTY        *M-STATE*M-ZIP      *M-HOME-PH
MAHAFFEY                                 PA       157579801  8142776506
*M-WORK-PH        *M-DOB    *M-POE-NAME
                  01/14/81
*M-POE-ADDR                                   *M-LOAN-TYPE*M-LENDING-OFFICER
                                              LM01        OM0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
                                          AGNY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
       PAA           0000       11/27/06        07/18/00        01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT    *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
07/13/06          3,061.93    .00           .00           3,061.93
*M-NET-PRIN  *M-NET-COST  *M-NET-INT    *M-COMMENT-1
 3,061.93     .00          .00                                 MMMMMMMMM1234
*M-COMMENT-2
   20061128
*M-COMMENT-3                                  *M-COMMENT-DATE
                                              11/28/06
*M-2ND-NAME                                   *M-MONTHLY-INCOME*M-OTHER-INCOME
                                               .00              .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
 .00           .00          R               0670
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
                                    0000        N              N
*M-ADDR-FLAG*M-SSN         *M-MIO*M-AGY-CODE
N           XXX-XX-1232    DBBA  CL01
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APR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.
FKA, MBNA AMERICA BANK, N.A.
Plaintiff

No. 07-2050-CD

VS

CIVIL ACTION - LAW

DANIELLE VOS
Defendant(s)

PRAECIPE TO REINSTATE

To the Prothonotary:

Kindly reinstate the complaint in the above-referenced matter.

Respectfully Submitted,

Date: 7/22/08

Philip C. Warholic

Amy F. Doyle #87062 / Philip C. Warholic #86341 /
David R. Galloway #87326 / ~~Sarah E. Eliasz #86469 /~~
Robert N. Polas, Jr. #201259
Mann Bracken LLC
The Successor by Merger to Wolpoff & Abramson, L.L.P.
and Eskanos & Adler, P.C.
4660 Trindle Road, Suite 300, Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED
m 10:55a.m 6K
AUG 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

1 CC & 1 Reinstated Complaint to Atty + SHFF.
6K

File No. 170989551

FILED

AUG 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A.

No. 07-2050-CD

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

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

DANIELLE VOS
12928 BURNSIDE MCGEE HWY
MAHAFFEY PA 15757

Defendant(s)

Date: 12/11/07

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

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

DEC 17 2007

DEC 17 2007

Attest. Prothonotary/ Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. : :
vs	: CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

NOTICIA

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

COMPLAINT

AND NOW, this 06 day of December, 2007, comes the Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with a principal place of business situated at 655 PAPER MILL ROAD DE5-013-02-02, WILMINGTON, DE 19884.

2. Defendant, DANIELLE VOS, is an adult individual with a last known address of 12928 BURNSIDE MCGEE HWY, MAHAFFEY, CLEARFIELD COUNTY, PA 15757.

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

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

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

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

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

8. Defendant did not object to the summary of account.

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of $3,061.93.

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

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

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

14. 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 Defendant, in the amount of $3,061.93, plus costs of this action and any other relief as this Court deems proper and just.

Date: 12/11/07

Respectfully submitted,

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

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: 12/11/02

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

Exhibit "A"

Credit Card Agreement

itional Terms and Conditions

Selected Sections

NEXT90

Your Contract With Us

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

Privacy Notice

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

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

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA 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, eithe within MBNA or outside of MBNA with other companies

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

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

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

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

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

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

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

...es. If you tell us not to share ... consumer reporting
...nies outside of MBNA that wish to offer you
...roducts and services, as described above, please
...tand that we will continue to share information
...e additional circumstances.

...ortant Information About Your Choice: We're
...ed to serving your needs - and to respecting your
... related to privacy. You may tell us not to share
...ligibility information within MBNA, and you may
...ot to share information with companies outside
...A that wish to offer you their products and serv-
...described above. If you wish to opt out of such
...tion sharing, please call toll-free 1-866-751-1255.
...ask you to verify your identity and the specific
...s to which the opt out applies, so please have
...account, membership, or reference numbers
...Social Security number or Taxpayer
...ation number for deposit accounts available
...call.

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

...out from information sharing on an account
...ed above, either within MBNA and/or with
...outside of MBNA, remains effective unless
... writing. Federal regulations require us to
...is notice on an annual basis, whether or not
... has previously opted out from either type
...on sharing. Please remember when you
...subsequent notices that an account previously
...om either or both types of information sharing
...oked in writing) does not need to be opted

...e updates and replaces any previous
... MBNA about the privacy, security, and
...f information. For additional information
...BNA's privacy practices concerning the
... to view the most recent version of this
...e, please go to www.mbna.com and click
...otice." You may have other privacy pro-
...er state laws. We may amend this privacy
... time, and we will inform you of changes
...y law.

...d Often in This Agreement

...or "Credit Card Agreement" means these
...s and Conditions and the Required Federal
...the Initial Disclosure) and any changes we
...ocuments from time to time.

..." mean each and all of the persons who are
...r use an account we hold. "You" and "your"
...her person who has guaranteed payment of
...n used in the sections entitled We May Monitor
... Calls and Arbitration and Litigation and when
...e 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 any 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 Advanc...

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the 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 household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transac...

Persons Using Your Account

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

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

se to Pay Applies to All Persons

sons who initially or subsequently request, accept, e, or use the account are individually and together ole for any total outstanding balance. We may refuse from liability any person who is responsible to pay outstanding balance, until all of the cards, access nd other credit devices outstanding under the ave been returned to us and any such person or epays us the total outstanding balance owed to us e under the terms of this Agreement.

t

l be in default of this Agreement if: (1) you fail to required Total Minimum Payment Due by its Payment (2) your total outstanding balance exceeds your credit) you fail to abide by any other term of this . Solely for the purposes of determining eligibility um payment obligations for the optional credit purchased through MBNA, you will be deemed in delinquent if you fail to make a payment within 90 ur Payment Due Date. Our failure to exercise any of when you default does not mean that we are exercise those rights upon later default.

Ve May Require Immediate Payment

re in default, we can require immediate payment al outstanding balance and, unless prohibited by law and except as otherwise provided under the and Litigation section of this Agreement, we can e you to pay the costs we incur in any collection l, as well as reasonable attorneys' fees if we refer int for collection to an attorney who is not our nployee.

ayment Terms

ccept late payments, partial payments, or pay- any restrictive writing without losing any of our e this Agreement. This means that no payment, hose marked with "Paid in full" or with any other words, shall operate as an accord and satisfactio prior written approval of one of our senior office t use a postdated check to make a payment. If tdate a payment check, we may elect to honor it ntment or return it uncredited to the person wh t, without, in either case, waiting for the date e check. We are not liable to you for any loss or urred by you arising out of the action we elect to t

t Holidays

allow you, from time to time, to omit a monthl e will notify you when this option is available payment, finance charges and any applicable h on your account in accordance with this You must resume making your Total Minimu e each month following a payment holiday.

tions Made in Foreign Currenci

e a transaction in a foreign currency, the transa erted by Visa International or MasterCard l, depending on which card you use, into a U nt in accordance with the operating regulatio procedures in effect at the time that the transa . Currently, those regulations and procedure the currency conversion rate to be used is e

(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 presentment;

(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 presentment;

(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 charging privileges or not.

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

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

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

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

We May Suspend or Close Your Account

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

You May Close Your Account

You may close your account by notifying us in writing or b 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 amendmen 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 rat or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card wit another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assig or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account o 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 assessmen of Overlimit Fees.

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

The total outstanding balance on your account plus authoriza- tions at any time must not be

...ansaction that results in your total outstanding bal- plus authorizations) exceeding your credit limit, we may mit the transaction without raising your credit limit; (2) the transaction and treat the amount of the transaction more than the credit limit as immediately due; or (3) to permit the transaction.

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

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

...thorized Use of Your Card

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

...lust Notify Us When You Change ...Address

...ise to keep accurate records for your benefit and e post office and others may notify us of a change to ess. When you change your address, you must notify tly of your new address.

...Law Applies

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

...ovisions of This Agreement Are ...ble

...ovision of this Agreement is found to be invalid, ing provisions will continue to be effective.

...ghts Continue

...re or delay in exercising any of our rights under nent does not mean that we are unable to exercise later.

...ion and Litigation

...ration and Litigation provision applies to you, were given the opportunity to reject the Arbitration on provisions and you did so reject them, in the timeframe required. If you did reject effectively tion, you agreed that any litigation brought by you egarding this account or this Agreement shall be court located in the State of Delaware.

or dispute ("Claim") by either you or us against against the employees, agents, or assigns of the from or relating in any way to this Agreement or eement or your account (whether under a ntract, tort, or otherwise and whether for money alties, or declaratory or equitable relief), including ling the applicability of this Arbitration and tion or the validity of the entire Agreement or eement, shall be resolved by binding arbitration. ion shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, 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 purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a 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 disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your 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 66 (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 hrs/wk (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), (TX - before coverage effective date for unemployment). 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 (or 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); 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 30 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.

ate. Please refer to your certificates for a full ... and coverages
on of coverage.

per $100 per Month of Average Daily Balance:
ly to Life (L), Disability (D), Unemployment (U) &
ave (F): AL 54.3¢; AK 78¢; AZ 99.9¢; AR 99¢; CA
50.66¢; CT 42.89¢; DE 99.9¢; DC 99.9¢; FL 89¢; GA
39.91¢; ID 99.5¢ (L 8.6¢, D 16.9¢, U 54¢, F 20¢); IL
96¢; IA 97.8¢ (L 7.2¢, D 16.6¢, U 54¢, F 20¢); KS
97.4¢; LA 99.93¢; ME 53.05¢; MD 79.74¢; MA 15.7¢;
MN 31.47¢; MS 92.5¢; MO 61.1¢; MT 93.9¢; NE
99.87¢; NH 95¢; NJ 97¢; NM 58.9¢; NY 52.5¢ (L 8.8¢,
16.9¢); NC 71.3¢; ND 94.97¢; OH 99.9¢; OK 97.47¢;
PA 38.1¢; PR 99¢; RI 99.8¢; SC 78.8¢; SD 99.9¢; TN
13.7¢ (L 4.8¢, D 12.9¢, U 16¢); UT 90.44¢; VT 34.92¢
12.24¢, F 16¢); VA 84¢ (L 6.1¢, D 8.9¢, U 49¢, F
9.39¢; WV 99.5¢; WI 93.6¢ (L 5.7¢, D 8.9¢, U 59¢, F
9.7¢.

lity: Involuntary Unemployment is not available in
Family Leave is not available in AL, CT, MA, MD,
Y, PA, or TX.

riting Companies/Policy: Involuntary
ent: American Security/LOI(5/85), LOI NY(3/93),
1/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85)
: Standard Guaranty/SG LOI (5/85) (NH only).
ility: Union Security Life/A-1-Z, L-S-O in AL, AZ,
ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK,
A, WV & WY; Standard Guaranty Life (TX only)/
.53RA), First Fortis Life (NY Life only)/NYLM0013,
curity (NY Disability only)/W-S-A, Fortis
E only)/U-X-A. Family Leave: American
(4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC,
) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in
7) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME
FL-IP-WY(4/97) in WY; Standard Guaranty/FLP
Union Security Life/FLP-VT(4/97) in VT. Soliciting
ssissippi and Florida are Charles M. Gordon and
s respectively.

r may receive compensation in connection with

to provide false or misleading information to an
purpose of defrauding the insurer or any other
ies include imprisonment and/or fines. In addition
r deny insurance benefits if false information
ted to a claim was provided by the applicant.

due and over credit limit amounts. In MI, cover
f the balance on your date of disability up to
coverage pays the greater of 1/36th of the bal-
rrent minimum payment due on your date of
PA, coverage pays the minimum payment due
f loss. In TX, coverage pays the greater of 6% c
utstanding balance on your date of unemploy-
minimum monthly payment.

of monthly benefit payments will not exceed 9
12 for unemployment in AL, AK, CT, IL, MI, MN
Y, PA, SC & TX; 12 for disability in AK, CO, CT,
, MT, NE, NH, NM, NC, OR, SC, UT & VA.

sidents Only: To purchase coverages separatel
t Group, P. O. Box 50355, Atlanta, GA 30302.
l be sent to you.

Exhibit "B"

CLIENT NO 001730 MBNA ACCT#5490990074570712 BALANCE -- 3,061.93
****** PRIMARY DEBTOR ***** C/O DATE 01/01/69 LSTPY DT 07/13/06
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5490990074570712 A I VCS
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
DANIELLE RR 1 BOX 104
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
MAHAFFEY PA 157579801 8142776506
*M-WORK-PH *M-DOB *M-POE-NAME
01/14/81
*M-POE-ADDR *M-LOAN-TYPE*M-LENDING-OFFICER
LM01 OM0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
AGNY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
PAA 0000 11/27/06 07/18/00 01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
07/13/06 3,061.93 .00 .00 3,061.93
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
3,061.93 .00 .00 MMMMMMMMM1234
*M-COMMENT-2
20061128
*M-COMMENT-3 *M-COMMENT-DATE
11/28/06
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
.00 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0670
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
0000 N N
*M-ADDR-FLAG*M-SSN *M-MIO*M-AGY-CODE
N XXX-XX-1232 DBBA CL01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-2050-CD

FIA CARD SERVICES, N.A. FKA
vs
DANIELLE VOS

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 09/13/2008 HEARING: PAGE: 104536

DEFENDANT: DANIELLE VOS
ADDRESS: 12914 BURNSIDE MCGEE HWY.
MAHAFFEY, PA 15757
ALTERNATE ADDRESS

FILED
01229 BD
SEP 16 2008
(S)
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 8-19-08-9:56 Am - N/H 8-28-08-10:47 Am - N/H 9-10-08-9:15 Am N/H Left Note
8-20-08-10:05 Am - N/H 9-3-08-7:59 Am - N/H 9-11-08 - 9:51 Am - N/H
9-12-08 - 10:42 Am - N/H

SHERIFF'S RETURN

NOW, ______ AT ______ AM / PM **SERVED** THE WITHIN

COMPLAINT & PRAECIPE ON DANIELLE VOS, DEFENDANT

BY HANDING TO ______ / ______

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED ______

NOW ______ AT ______ AM / PM **POSTED** THE WITHIN

COMPLAINT & PRAECIPE FOR DANIELLE VOS

AT (ADDRESS) ______

NOW 9-15-08 AT 8:32 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DANIELLE VOS

REASON UNABLE TO LOCATE Never Home - Left Notes, No Response

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY: James E. Davis
Deputy Signature

______ DAY OF ______ 2008

______

JAMES E. DAVIS
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.
FKA, MBNA AMERICA BANK, N.A.
Plaintiff

No. 07-2050-CD

VS

CIVIL ACTION - LAW

DANIELLE VOS
Defendant(s)

PRAECIPE TO REINSTATE

To the Prothonotary:

Kindly reinstate the complaint in the above-referenced matter.

Respectfully Submitted,

Date: 7/22/08

Philip C. Warholic

Amy F. Doyle #87062 / Philip C. Warholic #86341 /
David R. Galloway #87326 / ~~Sarah E. Ehasz #86469~~ /
Robert N. Polas, Jr. #201259
Mann Bracken LLC
The Successor by Merger to Wolpoff & Abramson, L.L.P.
and Eskanos & Adler, P.C.
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.

AUG 14 2008

Attest. William A. Shaw
Prothonotary/
Clerk of Courts

File No. 170989551

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A.

No. 07-2050-CD

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

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

DANIELLE VOS
12928 BURNSIDE MCGEE HWY
MAHAFFEY PA 15757

Defendant(s)

Date: 12/11/07

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

Aug 14, 2008 Document
Reinstated/~~Reissued~~ to Sheriff/Attorney
for service
William A Shaw GK
~~Deputy~~ Prothonotary

DEC 17 2007

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

DEC 17 2007

Attest. William A Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A.
FKA, MBNA AMERICA BANK, N.A.
Plaintiff

vs

DANIELLE VOS
Defendant(s)

: No.

: 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 aparencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. Plaintiff	: : No. :
vs	: : CIVIL ACTION - LAW
DANIELLE VOS Defendant(s)	: : :

COMPLAINT

AND NOW, this 06 day of December, 2007, comes the Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , is a National Banking Association organized under the National Banking Act with a principal place of business situated at 655 PAPER MILL ROAD DE5-013-02-02, WILMINGTON, DE 19884.

2. Defendant, DANIELLE VOS, is an adult individual with a last known address of 12928 BURNSIDE MCGEE HWY, MAHAFFEY, CLEARFIELD COUNTY, PA 15757.

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

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

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

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

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

8. Defendant did not object to the summary of account.

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of $3,061.93.

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

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

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

14. 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 Defendant, in the amount of $3,061.93, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 12/11/07

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

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: 12/11/02

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

Exhibit "A"

Credit Card Agreement

...itional Terms and Conditions

Selected Sections

...acy Notice

...l Reporting Agenc...

...to Use Your Accou...

...ents on Your Account...

...y Amend This Agreement ... 8

...aw Applies ... 9

...ion and Litigation ...

NEXT90

Your Contract With Us

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

Privacy Notice

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

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

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA 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, eithe within MBNA or outside of MBNA with other companies

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

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

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

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

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

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

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

... if you tell us not to share ... consumer reporting ...nies outside of MBNA that wish to offer you ...roducts and services, as described above, please ...tand that we will continue to share information ...e additional circumstances.

...ortant Information About Your Choice: We're ...ed to serving your needs - and to respecting your ...related to privacy. You may tell us not to share ...ligibility information within MBNA, and you may ...not to share information with companies outside ...A that wish to offer you their products and serv... ...described above. If you wish to opt out of such ...tion sharing, please call toll-free 1-866-751-1255. ...ask you to verify your identity and the specific ...s to which the opt out applies, so please have ...account, membership, or reference numbers ...Social Security number or Taxpayer ...ation number for deposit accounts available ...call.

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

...out from information sharing on an account ...ed above, either within MBNA and/or with ...outside of MBNA, remains effective unless ...writing. Federal regulations require us to ...is notice on an annual basis, whether or not ...has previously opted out from either type ...on sharing. Please remember when you ...subsequent notices that an account previously ...om either or both types of information sharing ...oked in writing) does not need to be opted ...

...e updates and replaces any previous ...MBNA about the privacy, security, and ...information. For additional information ...BNA's privacy practices concerning the ...to view the most recent version of this ...e, please go to www.mbna.com and click ...otice." You may have other privacy pro... ...er state laws. We may amend this privacy ...time, and we will inform you of changes ...y law.

...d Often in This Agreement

...or "Credit Card Agreement" means these ...s and Conditions and the Required Federal ...the Initial Disclosure) and any changes we ...ocuments from time to time.

...r" mean each and all of the persons who are ...or use an account we hold. "You" and "your" ...her person who has guaranteed payment of ...n used in the sections entitled We May Monitor ...Calls and Arbitration and Litigation and when ...e 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 any 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 Advanc...

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the 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 household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transac...

Persons Using Your Account

If you permit any person to use your card, access che... account number, or other credit device with the authoris... to obtain credit on your account, you may be liable for transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account 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 presentment 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) ...

se to Pay Applies to All Persons

sons who initially or subsequently request, accept, e, or use the account are individually and together ble for any total outstanding balance. We may refuse e from liability any person who is responsible to pay outstanding balance, until all of the cards, access nd other credit devices outstanding under the ave been returned to us and any such person or epays us the total outstanding balance owed to us e under the terms of this Agreement.

t

l be in default of this Agreement if: (1) you fail to Required Total Minimum Payment Due by its Payment (2) your total outstanding balance exceeds your credit 3) you fail to abide by any other term of this t. Solely for the purposes of determining eligibility um payment obligations for the optional credit purchased through MBNA, you will be deemed in delinquent if you fail to make a payment within 90 ur Payment Due Date. Our failure to exercise any of when you default does not mean that we are exercise those rights upon later default.

Ve May Require Immediate Payment

re in default, we can require immediate payment al outstanding balance and, unless prohibited by law and except as otherwise provided under the and Litigation section of this Agreement, we can e you to pay the costs we incur in any collection t, as well as reasonable attorneys' fees if we refer nt for collection to an attorney who is not our nployee.

Payment Terms

accept late payments, partial payments, or pay- any restrictive writing without losing any of our r this Agreement. This means that no payment, hose marked with "Paid in full" or with any other words, shall operate as an accord and satisfaction prior written approval of one of our senior office ot use a postdated check to make a payment. If tdate a payment check, we may elect to honor it ntment or return it uncredited to the person wh t, without, in either case, waiting for the date e check. We are not liable to you for any loss or urred by you arising out of the action we elect to t

t Holidays

allow you, from time to time, to omit a monthly e will notify you when this option is available payment, finance charges and any applicable l on your account in accordance with this

You must resume making your Total Minimum e each month following a payment holiday.

tions Made in Foreign Currenci

te a transaction in a foreign currency, the trans erted by Visa International or MasterCard l, depending on which card you use, into a U nt in accordance with the operating regulation procedures in effect at the time that the trans . Currently, those regulations and procedure the currency conversion rate to be used is e (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 presentment;

(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 presentment;

(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 charging privileges or not.

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

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

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

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

We May Suspend or Close Your Account

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

You May Close Your Account

You may close your account by notifying us in writing or b 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 companie 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 amendmen gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amend- ment, 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-rat or other higher charges or fees) will apply to the total out- standing balance, including the balance existing before the amendment became effective. We may replace your card wit another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assig or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account o 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 assessmen of Overlimit Fees.

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

The total outstanding balance on your account plus authoriza- tions at any time must not be more than your credit li

...transaction that results in your total outstanding bal-
plus authorizations) exceeding your credit limit, we may
mit the transaction without raising your credit limit; (2)
the transaction and treat the amount of the transaction
more than the credit limit as immediately due; or (3)
to permit the transaction.

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

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

thorized Use of Your Card

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

lust Notify Us When You Change Address

ue to keep accurate records for your benefit and
e post office and others may notify us of a change to
ess. When you change your address, you must notify
tly of your new address.

Law Applies

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

ovisions of This Agreement Are ble

ovision of this Agreement is found to be invalid,
ing provisions will continue to be effective.

ghts Continue

re or delay in exercising any of our rights under
nent does not mean that we are unable to exercise
later.

ion and Litigation

itration and Litigation provision applies to you,
were given the opportunity to reject the Arbitration
n provisions and you did so reject them, in the
timeframe required. If you did reject effectively
tion, you agreed that any litigation brought by you
egarding this account or this Agreement shall be
court located in the State of Delaware.

or dispute ("Claim") by either you or us against
against the employees, agents, or assigns of the
from or relating in any way to this Agreement or
eement or your account (whether under a
ntract, tort, or otherwise and whether for money
alties, or declaratory or equitable relief), including
ling the applicability of this Arbitration and
tion or the validity of the entire Agreement or
eement, shall be resolved by binding arbitration.
ion shall be conducted by the National Arbitration
Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, 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 purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a 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 disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your 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 66 (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), (TX - before coverage effective date for unemployment). 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 (or 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); 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 30 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 NH). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

ate. Please refer to your certificates for a full
on of coverage.

ter $100 per Month of Average Daily Balance:
ly to Life (L), Disability (D), Unemployment (U) &
ave (F): AL 34.5¢; AK 78¢; AZ 99.9¢; AR 99¢; CA
50.66¢; CT 42.89¢; DE 99.9¢; DC 99.9¢; FL 89¢; GA
39.91¢; ID 99.5¢ (L 8.6¢, D 16.9¢, U 54¢, F 20¢); IL
.90¢; IA 97.8¢ (L 7.2¢, D 16.6¢, U 54¢, F 20¢); KS
97.4¢; LA 99.93¢; ME 53.05¢; MD 79.74¢; MA 15.7¢;
MN 31.47¢; MS 92.5¢; MO 61.1¢; MT 93.9¢; NE
99.87¢; NH 95¢; NJ 97¢; NM 58.9¢; NY 52.5¢ (L 8.8¢,
16.9¢); NC 71.3¢; ND 94.97¢; OH 99.9¢; OK 97.47¢;
PA 38.1¢; PR 99¢; RI 99.8¢; SC 78.8¢; SD 99.9¢; TN
13.7¢ (L 4.8¢, D 12.9¢, U 16¢); UT 90.44¢; VT 34.92¢
12.24¢, F 16¢); VA 84¢ (L 6.1¢, D 8.9¢, U 49¢, F
9.39¢; WV 99.5¢; WI 93.6¢ (L 5.7¢, D 8.9¢, U 59¢, F
9.7¢.

lity: Involuntary Unemployment is not available in
Family Leave is not available in AL, CT, MA, MD,
Y, PA, or TX.

iting Companies/Policy: Involuntary
ent: American Security/LOI(5/85), LOI NY(3/93),
(1/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85)
: Standard Guaranty/SG LOI (5/85) (NH only).
ility: Union Security Life/A-1-Z, L-S-O in AL, AZ,
ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK,
A, WV & WY; Standard Guaranty Life (TX only)/
.33RA), First Fortis Life (NY Life only)/NYLM0013,
curity (NY Disability only)/W-S-A, Fortis
E only)/U-X-A. Family Leave: American
(4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC,
) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in
7) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME
FL-IP-WY(4/97) in WY; Standard Guaranty/FLP
Union Security Life/FLP-VT(4/97) in VT. Soliciting
ssissippi and Florida are Charles M. Gordon and
s respectively.

r may receive compensation in connection with

: to provide false or misleading information to an
purpose of defrauding the insurer or any other
les include imprisonment and/or fines. In addition
r deny insurance benefits if false information
ted to a claim was provided by the applicant.

due and over credit limit amounts. In MI, cover
f the balance on your date of disability up to
coverage pays the greater of 1/30th of the bal-
rrent minimum payment due on your date of
PA, coverage pays the minimum payment due
f loss. In TX, coverage pays the greater of 6% c
utstanding balance on your date of unemploy-
minimum monthly payment.

of monthly benefit payments will not exceed 9
; 12 for unemployment in AL, AK, CT, IL, MI, MI
Y, PA, SC & TX; 12 for disability in AK, CO, CT,
, MT, NE, NH, NM, NC, OR, SC, UT & VA.

sidents Only: To purchase coverages separatel
t Group, P. O. Box 50355, Atlanta, GA 30302.
l be sent to you.

Exhibit "B"

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CLIENT NO 001730   MBNA    ACCT#5490990074570712        BALANCE -- 3,061.93
******   PRIMARY DEBTOR   *****  C/O DATE 01/01/69 LSTPY DT 07/13/06
*M-ACCT-NO                   *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5490990074570712       A            I                VOS
*M-FIRST-NAME    *M-ADDR-1
DANIELLE         RR 1 BOX 104                  *M-ADDR-2
*M-CITY
MAHAFFEY                 *M-COUNTY          *M-STATE*M-ZIP      *M-HOME-PH
                                            PA        157579801  8142776506
*M-WORK-PH           *M-DOB    *M-POE-NAME
                     01/14/81
*M-POE-ADDR
                                                *M-LOAN-TYPE*M-LENDING-OFFICER
                                                 LM01         OM0001
*M-BANK-CODE*M-BRANCH-CODE*M-CALL-CODE*M-RECOVERER-CODE*M-DEALER-CODE
                                              AGNY
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
          PAA           0000          11/27/06        07/18/00       01/01/69
*M-LAST-PYMT-DATE*M-CO-AMT       *M-ASSOC-COST*M-ACCRUED-INT*M-CUR-BAL
07/13/06             3,061.93      .00            .00            3,061.93
*M-NET-PRIN   *M-NET-COST   *M-NET-INT    *M-COMMENT-1
3,061.93       .00            .00
*M-COMMENT-2                                                       MMMMMMMMM1234
   20061128
*M-COMMENT-3
                                              *M-COMMENT-DATE
                                              11/28/06
*M-2ND-NAME
                                              *M-MONTHLY-INCOME*M-OTHER-INCOME
                                               .00             .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
 .00             .00          R                  0670
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
                                       0000          N               N
*M-ADDR-FLAG*M-SSN               *M-MIO*M-AGY-CODE
N            XXX-XX-1232         DBBA   CL01
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FILED

SEP 1 6 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104536
NO: 07-2050-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: FIA CARD SERVICES, N.A. FKA
vs.
DEFENDANT: DANIELLE VOS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MANN	006990	10.00
SHERIFF HAWKINS	MANN	006990	90.00

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013:36 ~~81~~

lm

Sworn to Before Me This

______ Day of _____________ 2008

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So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

FIA CARD SERVICES, MBNA AMERICA BANK, NA	*	NO. 2007-2050-CD
Plaintiffs	*	
vs.	*	
DANIELLE VOS	*	
Defendant	*	

ORDER

NOW, this 25th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

NoCC

0/9.07km

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