

08-246-CD

FIA Card vs Jonathan P. Bowers

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

No. 08-246-CD

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

Plaintiff

Type of Case: Contract

VS.

JONATHAN P BOWERS
110 WILLIAMS ST
CLEARFIELD PA 16830

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 2/6/08

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

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

2/12/2018 Atty pd \$95.00
JW 1CC Atty
1CC Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

NOTICIA

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

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

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

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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
JONATHAN P BOWERS	:
Defendant(s)	:

COMPLAINT

AND NOW, this 05 day of February, 2008, 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 is FIA CARD SERVICES, N.A. FKA, MBNA AMERICA BANK, N.A. , located at 655 PAPER MILL ROAD DE5-013-02-02, WILMINGTON, DE 19884.
2. Defendant, JONATHAN P BOWERS, is an adult individual with a last known address of 110 WILLIAMS ST, CLEARFIELD, CLEARFIELD COUNTY, PA 16830-!!!!.

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

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

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

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

7. Defendant received monthly statements which accurately state all purchases and payments made during the month, 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 \$8,802.45.

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

13. The amount of attorney's fees incurred in this matter is the sum of \$1,320.36.

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

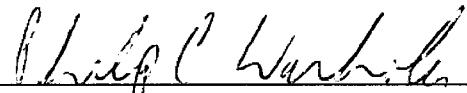
15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy 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 \$8,802.45, reasonable attorney's fees in the amount of \$1,320.36, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 2/6/08



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
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: 3/1/01

Philip Warholic

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Counsel for Plaintiff

Exhibit "A"

Credit Card Agreements Additional Terms and Conditions

Your Contract With Us

Your Credit Card Agreement will be subject of these Additional Terms and Conditions and the document called "Your Agreed to the terms and conditions of the Initial Disclosure. For the purpose of the Policy Notice, we will use the definitions contained in the third paragraph of the Policy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used in This Agreement*.

Selected Sections

Selected Sections

Your Contract With Us

Your Credit Card Agreement will be subject of these Additional Terms and Conditions and the document called "Your Agreed to the terms and conditions of the Initial Disclosure. For the purpose of the Policy Notice, we will use the definitions contained in the third paragraph of the Policy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used in This Agreement*.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the best 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.

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 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., Canadian Travel Service, Inc., MBNA Hallmark, 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 about you is critical 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.

NEXT 90

Information we collect: MBNA collects and uses accessible 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;
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information we collect: We may share information with other 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 credit reports and applications), credit eligibility information, and other information (such as purchases and payments), credit application, identification, and experience information (such as identification, and other information within MBNA).

Information we share with others: From time to time, we may allow companies outside of MBNA to offer 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 brokers, and securities brokers-dealers), by telecommunications companies (such as cellular, direct mail providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial 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

All Persons Who Initially or Subsequently Possess, Acquire, Responsible, or Use the Account are Individually and Logically Responsible for Any Total Outstanding Balance. We may release any total outstanding balance, until all of the credit, access accounts have been returned to us and any such person, or persons, repays us the total outstanding balance owned 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 for insurance purchased through MANA, you will be deemed in default or delinquent if you fail to make a payment within 60 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 in this Agreement and Litigating 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 retain a selected employee.

Other Payment Terms

We can accept late payments, partial payments, or prepayments under this Agreement. This means that any of our rights under this Agreement, including those marked with "Paid in Full" or with any other restrictive words, shall operate as an accord and satisfaction. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it as presented or return it uncredited to the person who cashed the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Payment Holidays

We may allow you, from time to time, to apply a monthly or annual payment, finance charges and any applicable interest to your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transactional, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations accessed. Currently, those regulations and procedure provide that the currency conversion rate to be used is

We May Suspend or Close Your Account

We may suspend or close your account or otherwise limit your right to use your account, for any day or time or for any reason. Your obligations under this Agreement will be due when we have done this. You must destroy all credit, access checks, and other credit devices on the account when we do this, that you do so.

You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all credit, access checks, and other credit devices on the account. Your obligations under this Agreement will be due when 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 your agent, service provider, health club, or insurance company. These transactions may continue in 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 contact you to advise you of the changes. Between us are the specific notice requirements of federal and state law. These changes may continue in 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.

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We May Sell Your Account

We may at any time, and without notice to you, and without amending this Agreement, or our rights or obligations under your account, sell your account to your employer or any other entity that we make any such sale, assignment or transfer should 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 determined to pay when you receive your credit and, generally, on each monthly statement. We may change your credit limit from time to time. The amount or credit available does not take into account any purchases or credits that post to your account after the closing date of your monthly statement. Such transactions could result in overlimit fees.

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

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

Billing Cycle

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

Account Fees and Charges

Required Federal Disclosure The following form, which is part of your account, is the Total Minimum Payment Due statement as Purchases in the billing cycle in which the due date occurs. (1) a Late Fee if the Total Minimum Payment Due statement is not received by us on or before its Payment Due Date; (2) an Overlimit Fee if your New Balance exceed its credit limit on the last day of a billing cycle, even if there is a balance charge charged by us prior to the last day of the cycle; 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 received by us on a subsequent business day or for any other reason, even if check unpaid for a billing cycle, even if the original check is paid upon subsequent presentation;

(4) a Copy Fee for each copy of a monthly statement or annual statement that is sent to you; (5) a monthly statement or annual statement will be provided for free; and (6) an Annual Fee if your account is open or if you make an account balance, whether you have another charging privilege or not.

Abandoned Property Chargeback. Unless prohibited by applicable law, we will charge your account, as a Purchase, for abandoned property items. Please review your Required Federal 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 and are subject to the terms and restrictions outlined in the benefit brochure and other official documents provided to you by us, without notice to you. 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 account, or any check written on your account, or to accept a number of providers of goods or services.

Refuse the transaction without notice, and may
that is more than the credit limit as immediately date, or (3)
refuse to permit the transaction.

If we refuse to permit the transaction, we may able the
Check Cash Advances or Balance Transfer that it has been refused
refused, that there are insufficient funds to pay the Check Cash
Transfer, or in any other evidence.
If we have previously permitted you to exceed your
credit limit again, we may charge an Overlimit Fee as provided in
this Agreement.

Unauthorized Use of Your Card
Please notify us immediately of the loss, theft, or possible
unauthorized use of your account at 1-800-788-4581.

**You Must Notify Us When Your Charge
Your Address**
We strive to keep accurate records for your benefit and
your address. When you change us of a change to
us promptly of your new address, you must notify
us.

What Law Applies
This Agreement is made in Delaware, and we intend credit
law of the State of Delaware (unless governed by the
principles) and by any applicable federal law.

**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.

Registration and Litigation

less you were given the opportunity to reflect the arbitration
provision, and you did so reflect them, in the
Arbitration provision required, if you did reflect effectively
in this provision, you agreed that any litigation brought by you
in a court located in the State of Delaware, shall be

other, or against the "Claimant" by either you or an agent
of the employee, agents, or agents, or agents of the
Arbitration provision required, if you did reflect effectively
in this provision, you agreed that any litigation brought by you
in a court located in the State of Delaware, shall be

other, or against the employee, agents, or agents of the
Arbitration provision required, if you did reflect effectively
in this provision, you agreed that any litigation brought by you
in a court located in the State of Delaware, shall be

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS NOT A DEBTOR NOT PRO-
INSURED, NOT INSURED BY ANY FEDERAL GOVERN-
MENT AGENCY AND NOT GUARANTEED BY THE BANK.
PURCHASE OF CREDIT INSURANCE IS NOT A CONSENT
OF OBTAINING CREDIT. IF COVERAGE IS DISCONTINUED, IT
MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment
up to your balance on the date of loss (not to exceed \$3,000)
against disability in MN, until you return to work. If you are
permanently unemployed, totally disabled, or if you or your
household covered family leave. Credit Insurance also
pays your unpaid outstanding balances up to the limit of your
outstanding balance, your credit limit (not AL, AZ, AA, DC,
DC, ID, IL, LA, MD, MA, MI, NC, ND, OH, RI, SD, VA,
VA, WI & WI), or \$25,000 if you die.

Exclusions One hundred percent (100%) of the amount
claimed, under age 60 (\$25,000) when age
60 & OK, 70 in NJ. You cannot make these same
benefits available in AL, DC, GA, HI, IL, IN, KS,
KS, MD, MI, NC, NY, ND, OH, RI, SD, TN, VT, VA, WI,
WI & WI, or \$25,000 if you die. These same benefits
will be available regardless your coverage
is effective date. In NJ, unemployment coverage
or family leave certificate effective date, for unemployed
benefits, you must be partially unemployed
(50% before application date), (75% on the date of loss
(75% before coverage effective date for unemployment),
Employment of professional corporations may be eligible.

Costs Involuntary unemployment coverage: your
state, involuntary labor dispute, or lockout, general
liabilities or injury if you are unable to perform the material
or substantial duties of your job (or any job after 12 months in
PA, AL, MD, NC, NY, ND, OH, RI, SD, TN, VT, VA, WI,
WI & WI); your or your spouse's unpaid leave of absence
from employment due to care of your children or newly adopted
spouse, child, stepchild or parent in AL; involuntary recall to
a federally declared disaster area. Loss (or death) must
conclude at least 90 days before benefits begin. In NY, for
unemployment benefits begin, you must be
employed for 7 consecutive months & qualify for State unem-
ployment benefits.

**Credit Insurance coverage: your
state, involuntary labor dispute, or lockout, general
liabilities or injury if you are unable to perform the material
or substantial duties of your job (or any job after 12 months in
PA, AL, MD, NC, NY, ND, OH, RI, SD, TN, VT, VA, WI,
WI & WI); your or your spouse's unpaid leave of absence
from employment due to care of your children or newly adopted
spouse, child, stepchild or parent in AL; involuntary recall to
a federally declared disaster area. Loss (or death) must
conclude at least 90 days before benefits begin. In NY, for
unemployment benefits begin, you must be
employed for 7 consecutive months & qualify for State unem-
ployment benefits.**

Exclusions One hundred percent (100%) of the amount
claimed, voluntary unemployment, redundancy, voluntary
or criminal misconduct, disability, strike in IL, military
discharge in NY & normal seasonal unemployment in T2.
Intentionally self-inflicted injuries (not AL), 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
reaching unemployment benefits or are disabled.

**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.**

Costs apply to life (L), Disability (D), Unemployment (U) & Family Leave (F): AL \$4.3c; AR \$2.7c; AZ \$9.0c; AR \$9.9c; CO \$0.60c; CT \$2.89c; DE \$0.79c; DC \$2.90c; FL \$0.80c; GA \$0.91c; HI \$0.91c; IL \$0.91c; IN \$0.91c; IA \$0.91c; KS \$0.91c; KY \$1.4c; LA \$1.4c; ME \$1.4c; MD \$1.4c; MI \$1.4c; MN \$1.4c; MS \$1.4c; NC \$1.4c; ND \$1.4c; OH \$1.4c; OK \$1.4c; OR \$1.4c; PA \$1.4c; RI \$1.4c; SC \$1.4c; SD \$1.4c; TN \$1.4c; UT \$1.4c; VA \$1.4c; VT \$1.4c; WA \$1.4c; WI \$1.4c; WY \$1.4c; NH \$9.9c; HI \$9.9c; ME \$9.9c; MA \$9.9c; MD \$9.9c; MI \$9.9c; MN \$9.9c; MO \$9.9c; ND \$9.9c; NY \$9.9c; NJ \$9.9c; NC \$9.9c; RI \$9.9c; UT \$9.9c; VA \$9.9c; WA \$9.9c; WI \$9.9c; WY \$9.9c; NE \$0.42c; NH \$1.2c; ND \$1.2c; OH \$1.2c; UT \$1.2c; VA \$1.2c; TX \$1.1c; IL \$1.4c; AR \$0.64c; DE \$0.64c; DC \$0.64c; FL \$0.64c; GA \$0.64c; HI \$0.64c; IL \$0.64c; IN \$0.64c; IA \$0.64c; KS \$0.64c; KY \$0.64c; LA \$0.64c; ME \$0.64c; MD \$0.64c; MI \$0.64c; MN \$0.64c; MS \$0.64c; NC \$0.64c; 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OK 10-6771, FL-PI-11071 in Ok., FL-PI-NC (1290) in NC,
11-19-6771 in IL, FL-PI-VA (2081) in VA, FL-PI-PLA (11291) in
In AL, FL-PI-6771 in MS, FL-PI-CS (11291) in KS, FL-PI-ME
in NH, Union Security (1499) in WI; Standard Guaranty Corp
s for Mississippi and Florida are Charles W. Gordon and
Joe Curtis respectively. Creditors may receive.

THEORY OF INFORMATION IN COMMUNICATION

According to the 2010 Census, the population of the city was 10,000.

For the purpose of defrauding or misleading information to an insurer or any other person. Penalties include imprisonment, and/or fines. An insurer may deny insurance benefits, cancel lines, or terminate a policy if false information was provided by the applicant.

In UK, coverage pays on your date of disability or on 31st January in the year following the date of disability, the greater of the current minimum payment up to **£170** or the minimum payment due on the basis of **£170** per month. In PA, coverage pays the minimum payment due on your date of disability or on 31st January in the year following the date of disability, the greater of the current minimum payment up to **\$170** or the minimum payment due on the basis of **\$170** per month. In TX, coverage pays the minimum payment due on your date of disability or on 31st January in the year following the date of disability, the greater of the current minimum payment up to **\$170** or the minimum payment due on the basis of **\$170** per month. In CA, coverage pays the minimum payment due on your date of disability or on 31st January in the year following the date of disability, the greater of the current minimum payment up to **\$170** or the minimum payment due on the basis of **\$170** per month.

I have: 12 for unemployment in AL, AK, CT, IL, MD, ME, NC, NY, PA, SC & TX; 11 for disability in AL, AK, CT, IL, MD, ME, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.
Residents Only: To purchase coverage separated
from Group, P.O. Box 20353, Atlanta, GA 30302.

Exhibit "B"

CLIENT NO 001888 MBNA ACCT#5329005999747738 BALANCE -- 8,802.45
***** PRIMARY DEBTOR ***** C/O DATE 11/29/05 LSTPY DT 03/31/05
*M-ACCT-NO *M-REC-TYPE*M-CUST-TYPE*M-LAST-NAME
5329005999747738 A I BOWERS
*M-FIRST-NAME *M-ADDR-1 *M-ADDR-2
JONATHAN P 2333 PENN AVE REAR 2
*M-CITY *M-COUNTY *M-STATE*M-ZIP *M-HOME-PH
READING PA 196091678 6109279471
*M-WORK-PH *M-DOB *M-POE-NAME
0000000000 01/23/76 PENN STATE
*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
PRIM
*M-CO-RSN*M-ACCT-STATUS*M-INT-RATE*M-RECEIPT-DATE*M-CONTACT-DATE*M-CO-DATE
210 0000 06/13/05 05/18/95 11/29/05
*M-LAST-PYMT-DATE*M-CO-AMT *M-ASSOC-COST*M-ACCrued-INT*M-CUR-BAL
03/31/05 8,802.45 .00 .00 8,802.45
*M-NET-PRIN *M-NET-COST *M-NET-INT *M-COMMENT-1
8,802.45 .00 .00 555RMM1234567
*M-COMMENT-2
000 20051202 0000000
*M-COMMENT-3 *M-COMMENT-DATE
12/02/05
*M-2ND-NAME *M-MONTHLY-INCOME*M-OTHER-INCOME
4.16 .00
*M-MONTHLY-PYMT*M-OTHER-PYMT*M-OWN-RENT-CODE*M-RECOVERY-SCORE*M-NEXT-PAY-DATE
.00 .00 R 0653
*M-LAST-INT-DATE*M-LAST-CONTACT-DATE*M-COMM-RATE*M-HOME-PH-FLAG*M-WORK-PH-FLAG
0000
*M-ADDR-FLAG*M-SSN *M-MIO*M-AG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103752
NO. 08-246-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FIA CARD SERVICES, N.A. MBNA AMERICA BANK, N.A.
VS.
DEFENDANT: JONATHAN P. BOWERS

SHERIFF RETURN

NOW, February 20, 2008 AT 1:40 PM SERVED THE WITHIN COMPLAINT ON JONATHAN P. BOWERS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JONATHAN P. BOWERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED
01/08/49601
JUN 06 2008
William A. Shaw
Prothonotary/Clerk of Courts
JM

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	00262520	10.00
SHERIFF HAWKINS	WOLPOFF	00262520	20.41

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Maudie Harris

Chester A. Hawkins
Sheriff

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

FIA CARD SERVICES, NA and MBNA AMERICA *
BANK, NA * NO. 2008-246-CD
Plaintiff *
vs. *
JONATHAN P. BOWERS *
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 five 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
Z 0/9:07am
S GK