



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

PALISADES ACQUISITION XVI, LLC ASSIGNEE OF  
CENTURION CAPITAL CORPORATION ASSIGNEE OF  
TITAN RECOVERY GROUP ASSIGNEE OF CALVERY  
ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF  
MBNA

No. 2008-570-CD

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

Plaintiff

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

MAY M MAHONEY  
2824 THOMPSON TOWN RD  
LA JOSE PA 157536819

Defendant(s)

**FILED** *pa \$95.00 Atty*  
*m/11:45 am 1cc Atty*  
*1cc shff.*  
**MAR 28 2008** *(SM)*

William A. Shaw  
Prothonotary/Clerk of Courts

Date: 2/7/08



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES ACQUISITION XVI, LLC	:
ASSIGNEE OF CENTURION CAPITAL CORPORATION	: No.
ASSIGNEE OF TITAN RECOVERY GROUP	:
ASSIGNEE OF CALVERY	:
ASSIGNEE OF ECAST SETTLEMENT	: CIVIL ACTION - LAW
ASSIGNEE OF MBNA	:
Plaintiff	:
	:

vs

MAY M MAHONEY  
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

PALISADES ACQUISITION XVI, LLC	:
ASSIGNEE OF CENTURION CAPITAL CORPORATION	: No.
ASSIGNEE OF TITAN RECOVERY GROUP	:
ASSIGNEE OF CALVERY	:
ASSIGNEE OF ECAST SETTLEMENT	: CIVIL ACTION - LAW
ASSIGNEE OF MBNA	:
Plaintiff	:
	:

vs

MAY M MAHONEY  
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

PALISADES ACQUISITION XVI, LLC	:
ASSIGNEE OF CENTURION CAPITAL CORPORATION	: No.
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ASSIGNEE OF CALVERY	:
ASSIGNEE OF ECAST SETTLEMENT	: CIVIL ACTION - LAW
ASSIGNEE OF MBNA	:
Plaintiff	:
	:

vs

MAY M MAHONEY  
Defendant(s)

COMPLAINT

AND NOW, this 24 day of January, 2008, comes the Plaintiff by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff is PALISADES ACQUISITION XVI, LLC ASSIGNEE OF CENTURION CAPITAL CORPORATION ASSIGNEE OF TITAN RECOVERY GROUP ASSIGNEE OF CALVERY ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF MBNA, located at 210 SYLVAN AVENUE , ENGLEWOOD CLIFFS, NJ 07632.
2. Defendant, MAY M MAHONEY, is an adult individual with a last known address of 2824 THOMPSON TOWN RD, LA JOSE, CLEARFIELD COUNTY, PA 15753-6819.
3. It is averred that Defendant was issued an open-end credit account by Plaintiff's Assignor. This account was created through a written contract between Plaintiff's Assignor and Defendant, accepted by Defendant when Defendant 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's Assignor would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the

agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16 (FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

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, Defendant became bound to all of its contractual terms, which clearly included an arbitration agreement. Therefore, there is a valid agreement to arbitrate and Defendant consented to the NAF having jurisdiction over this claim.

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

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$5,598.22.

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

12. The amount of interest which has accrued on the aforementioned account is the sum of \$594.43.

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

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

15. The amount of attorney's fees incurred in this matter is the sum of \$839.73.

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

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


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

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$5,598.22, plus interest in the amount of \$594.43, plus attorney's fees in the amount of \$839.73, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date:

2/8/06

  
\_\_\_\_\_  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholie #86341 / David R. Galloway #87326  
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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:

2/3/08



Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
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**Exhibit "A"**

## Credit Card Agreement

### Additional Terms and Conditions

## Selected Sections

### Privacy Notice

### Credit Reporting Agency

### How to Use Your Account

### Payments on Your Account

### We May Amend This Agreement

### What Law Applies

### Arbitration and Dispute Resolution

NEXT80

## Your Consent With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosure 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 **What Law Applies** 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 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 interactions 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 services 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), type of other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience information, 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 services providers (such as banks, loan brokers, account aggregators, insurance agents, brokerage companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, telecommunications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

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

MBNA products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices** 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 1-866-751-1253. We will ask you to verify your identity and the specific accounts to which the opt out applies, to 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 for an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless you provide this notice on an annual basis, whether or not the account has previously opted out from either type of information sharing. Please remember when you opt out from either or both types of information sharing and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and collection of information. For additional information, please visit [www.mbna.com](http://www.mbna.com) and click on the "Privacy Notice." You may have other privacy provisions under state laws. We may amend this privacy notice at any time, and we will inform you of changes required by law.

### **Consent is Used Often in This Agreement**

The word "consent" or "Credit Card Agreement" means these terms (for the Initial Disclosure) and any changes we make to those documents from time to time. "Your" means each and all of the persons who are authorized to use an account we hold. "You" and "your" mean each and all of the persons who are authorized to use an account we hold. "Your" and "you" mean each and all of the persons who are authorized to use an account we hold. "Your" and "you" mean each and all of the persons who are authorized to use an account we hold.

(They provide to pay and then MBNA America, for example, "You," "your," and "your" mean each and all of the persons who are authorized to use an account we hold.)

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

"Access check" means an access check we provide to you if you use a credit card on your account.

If we use a credit card on your account, we do not deliver the item in this document, the item 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 "What You Owe to MBNA") to organize this Agreement. The actual terms of this Agreement are in the sections that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record all 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, information about you or your account to a credit reporting agency, write us at MBNA, Credit Reporting Agency, P.O. Box 17014, Wilmington, DE 19804-7014. 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 card, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Cash Advances and cash advances made by check in the date you or the person to whom the check is made payable first deposits or cashes (or will then be classified as a Cash Advance) in the date that the corresponding payment posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or home commercial purposes. You may not use a Cash Advance, Access, or any other Cash Advance, to make a payment on any other credit account with us. You may not use a Cash Advance, Access, or any other Cash Advance, to make any illegal transaction.

### **Persons Using Your Account**

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

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

### **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for at least 60 days 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 also honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, being liable to you for any loss or expense incurred by you acting out of the action we elect to take.

### **Your Promise to Pay**

You promise to pay in the amount of all credit you obtain, which includes all purchases and Cash Advances, 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 by your Payment Due Date. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will draw on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the commitment of Credit Limit.

### **When Your Payment Will Be Credited to Your Account**

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

## WE APPLY 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 release from liability any person who is responsible to pay any total outstanding balance, until all of the credit, 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 delinquency 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 10 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

## When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

## Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you acting out of the action we elect to take.

## Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available in our payment, finance charges and any applicable interest. You must resume making your Total Minimum Payment Due each month following a payment holiday.

## Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations of the issuer. Currently, those regulations and procedures provide that the currency conversion rate to be used is a

11.0 wholesale market rate or (2) a government-specified rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard reserves the right to change the currency conversion rate in effect on the processing 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

Agreement From The following fees, which are not built in your Required Federal Disclosures or Initial Disclosures, are charged as Purchases in the billing cycle in which the fee accrues:

- (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 Overdraft 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 Overdraft 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 express check unpaid for any reason, even if the express check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the first most recent monthly statement or sales draft 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 acting changing privileges or not.

Advanced-Property Charges (unless prohibited by applicable law, we will charge your account, in a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosures 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 limit your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all credit, access checks, and other credit devices in the account when we request that you do so.

## You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all credit, 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 interest, service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

## We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject, 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 or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

## We May Sell Your Account

We may, at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account 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, or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

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

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

...), or the entire Agreement or  
 ... shall be resolved by binding arbitration.  
 ... shall be conducted by the National Arbitration

## PROFESSIONAL GENERAL ACTIONS

5. **MOI:** suicide in the last 6 months of coverage or involuntary unemployment; retirement; criminal forfeiture of income or job loss due to criminal misconduct; disability; strikes in IL; military service; normal seasonal unemployment in TX; normal pregnancy or childbirth (not CA, MA & NY); disability during last 6 months of coverage (not NJ); normal pregnancy or childbirth (not CA, MA & NY); or a pre-existing condition during last 6 months of coverage (not NJ). If you are not paid if you are eligible for or receive benefits because of are disabled.

Costs not \$100 per Month of American Delta Airlines  
Costs apply to Life (LI), Disability (D), Unemployment (U),  
Family Leave (FL), AL 34.3%; AX 74%; AZ 99%; AR 99%; C  
90.8%; CO 50.6%; CT 42.8%; DE 99%; DC 99%; FL 89%;  
80.97%; HI 99%; IL 99.3%; IL 8.4%; D 18.9%; U 34%; F 204.4%;  
83.47%; KY 97.4%; LA 99.93%; ME 33.0%; MD 79.74%; MA 19  
MI 85.3%; MN 31.47%; MS 92.3%; MO 61.1%; MT 93.3%; NE  
95.8%; NV 99.37%; NH 93%; NJ 97%; NM 38.9%; NY 32.3%;  
D 26.8%; U 14.9%; NC 71.3%; ND 97%; OH 99.3%; OK 97.4%;  
OR 80.8%; PA 34.1%; PR 99%; RI 99.8%; SC 78.4%; SD 99.3%;  
91.3%; TX 33.1%; U 14.4%; D 12.9%; U 164.4%; VT 34.9%;  
IL 4.4%; D 12.4%; F 184.4%; VA 94.4%; IL 4.1%; D 9.4%; U 49.4%;  
204.4%; WA 89.3%; WV 99.3%; WI 93.4%; IL 2.7%; D 8.9%; U 39.4%;  
204.4%; WY 99.3%;

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

Underwriting Companies/Policies Involuntary  
 NS LOI TX (1/69), LOIC-UP-ES (2/69), LOIC-UP-ES (2/69), LOI NY (1/69),  
 and LOIC-UP, Standard GuarantySG LOI (1/69), LOI (1/69), LOI (1/69),  
 Life & Disability: Union Security Life #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, #81, #82, #83, #84, #85, #86, #87, #88, #89, #90, #91, #92, #93, #94, #95, #96, #97, #98, #99, #100, #101, #102, #103, #104, #105, #106, #107, #108, #109, #110, #111, #112, #113, #114, #115, #116, #117, #118, #119, #120, #121, #122, #123, #124, #125, #126, #127, #128, #129, #130, #131, #132, #133, #134, #135, #136, #137, #138, #139, #140, #141, #142, #143, #144, #145, #146, #147, #148, #149, #150, #151, #152, #153, #154, #155, #156, #157, #158, #159, #160, #161, #162, #163, #164, #165, #166, #167, #168, #169, #170, #171, #172, #173, #174, #175, #176, #177, #178, #179, #180, #181, #182, #183, #184, #185, #186, #187, #188, #189, #190, #191, #192, #193, #194, #195, #196, #197, #198, #199, #200, #201, #202, #203, #204, #205, #206, #207, #208, #209, #210, #211, #212, #213, #214, #215, #216, #217, #218, #219, #220, #221, #222, #223, #224, #225, #226, #227, #228, #229, #230, #231, #232, #233, #234, #235, #236, #237, #238, #239, #240, #241, #242, #243, #244, #245, #246, #247, #248, #249, #250, #251, #252, #253, #254, #255, #256, #257, #258, #259, #260, #261, #262, #263, #264, #265, #266, #267, #268, #269, #270, #271, #272, #273, #274, #275, #276, #277, #278, #279, #280, #281, #282, #283, #284, #285, #286, #287, #288, #289, #290, #291, #292, #293, #294, #295, #296, #297, #298, #299, #300, #301, #302, #303, #304, #305, #306, #307, #308, #309, #310, #311, #312, #313, #314, #315, #316, #317, #318, #319, #320, #321, #322, #323, #324, #325, #326, #327, #328, #329, #330, #331, #332, #333, #334, #335, #336, #337, #338, #339, #340, #341, #342, #343, #344, #345, #346, #347, #348, #349, #350, #351, #352, #353, #354, #355, #356, #357, #358, #359, #360, #361, #362, #363, #364, #365, #366, #367, #368, #369, #370, #371, #372, #373, #374, #375, #376, #377, #378, #379, #380, #381, #382, #383, #384, #385, #386, #387, #388, #389, #390, #391, #392, #393, #394, #395, #396, #397, #398, #399, #400, #401, #402, #403, #404, #405, #406, #407, #408, #409, #410, #411, #412, #413, #414, #415, #416, #417, #418, #419, #420, #421, #422, #423, #424, #425, #426, #427, #428, #429, #430, #431, #432, #433, #434, #435, #436, #437, #438, #439, #440, #441, #442, #443, #444, #445, #446, #447, #448, #449, #450, #451, #452, #453, #454, #455, #456, #457, #458, #459, #460, #461, #462, #463, #464, #465, #466, #467, #468, #469, #470, #471, #472, #473, #474, #475, #476, #477, #478, #479, #480, #481, #482, #483, #484, #485, #486, #487, #488, #489, #490, #491, #492, #493, #494, #495, #496, #497, #498, #499, #500, #501, #502, #503, #504, #505, #506, #507, #508, #509, #510, #511, #512, #513, #514, #515, #516, #517, #518, #519, #520, #521, #522, #523, #524, #525, #526, #527, #528, #529, #530, #531, #532, #533, #534, #535, #536, #537, #538, #539, #540, #541, #542, #543, #544, #545, #546, #547, #548, #549, #550, #551, #552, #553, #554, #555, #556, #557, #558, #559, #560, #561, #562, #563, #564, #565, #566, #567, #568, #569, #570, #571, #572, #573, #574, #575, #576, #577, #578, #579, #580, #581, #582, #583, #584, #585, #586, #587, #588, #589, #590, #591, #592, #593, #594, #595, #596, #597, #598, #599, #600, #601, #602, #603, #604, #605, #606, #607, #608, #609, #610, #611, #612, #613, #614, #615, #616, #617, #618, #619, #620, #621, #622, #623, #624, #625, #626, #627, #628, #629, #630, #631, #632, #633, #634, #635, #636, #637, #638, #639, #640, #641, #642, #643, #644, #645, #646, #647, #648, #649, #650, #651, #652, #653, #654, #655, #656, #657, #658, #659, #660, #661, #662, #663, #664, #665, #666, #667, #668, #669, #670, #671, #672, #673, #674, #675, #676, #677, #678, #679, #680, #681, #682, #683, #684, #685, #686, #687, #688, #689, #690, #691, #692, #693, #694, #695, #696, #697, #698, #699, #700, #701, #702, #703, #704, #705, #706, #707, #708, #709, #710, #711, #712, #713, #714, #715, #716, #717, #718, #719, #720, #721, #722, #723, #724, #725, #726, #727, #728, #729, #730, #731, #732, #733, #734, #735, #736, #737, #738, #739, #740, #741, #742, #743, #744, #745, #746, #747, #748, #749, #750, #751, #752, #753, #754, #755, #756, #757, #758, #759, #760, #761, #762, #763, #764, #765, #766, #767, #768, #769, #770, #771, #772, #773, #774, #775, #776, #777, #778, #779, #780, #781, #782, #783, #784, #785, #786, #787, #788, #789, #790, #791, #792, #793, #794, #795, #796, #797, #798, #799, #800, #801, #802, #803, #804, #805, #806, #807, #808, #809, #810, #811, #812, #813, #814, #815, #816, #817, #818, #819

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 is intentionally related to a claim was provided by the applicant.

Insurance does not pay due and over credit limit amounts. In AL, coverage pays 5% of the balance on your date of disability up to 12 months. In NY & PA, coverage pays the greater of 1/12th of the balance or the current minimum payment due on your date of disability. In TX, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greatest of 6% of the outstanding balance on your date of unemployment or your minimum monthly payment.

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

6 TX Residents Only: To purchase coverage separate Assurant Group. P.O. Box 30355, Atlanta, GA 30303. Applications will be sent to you.

**Exhibit "B"**



```
ACCOUNT# 5329017094021547      CLIENT# 001957 ACCT BALANCE 5,598.22
LPYMT DT 04/23/04
OPEN DT 07/01/87
CHRG OFF DT 02/27/04
PURCHASE DT 04/18/06
*CC2-DEBT-NAME                  *CC2-DEBT-SALUT*CC2-DEBT-ALIAS
MAHONEY, MAY M
*CC2-DEBT-ADDR                  *CC2-DEBT-CITY-ST          *CC2-DEBT-ZIP*CC2-DEBT-PHONE
3939 N CLINTON ST LOT 45  FORT WAYNE, IN      46805          0000000000
*CC2-DEBT-FAX*CC2-DEBT-SSN    *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-0000
*CC-REC-TYPE*CC-FILENO *CC-FORW-FILE          *CC-MASCO-FILE  *CC-FORW-ID
01          0200780397 5329017094021547      MD16 CENT
*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT
XLLP          04/18/06          .00          5,598.22
*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
.00          04/23/04          MBNA
*CC1-CRED-NAME2              *CC1-CRED-ADDR              *CC1-CRED-CITY-ST
MBNA
*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000000559822          04/23/04          .00
```

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **103974**

PALISADES ACQUISITION XVI, LLC Assignee

Case # 08-570-CD

vs.

MAY M. MAHONEY

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW July 14, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MAY M. MAHONEY, DEFENDANT. DEFENDANT IS IN NURSING HOME IN HASTINGS, PA.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	00252901	10.00
SHERIFF HAWKINS	WOLPOFF	00252901	41.68

**FILED**

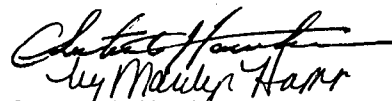
92:406m  
JUL 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Chester A. Hawkins  
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PALISADES ACQUISITION XVI, LLC ASSIGNEE OF  
CENTURION CAPITAL CORPORATION ASSIGNEE OF  
TITAN RECOVERY GROUP ASSIGNEE OF CALVERY  
ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF  
MBNA

No. 2008- 570- CD

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

Plaintiff

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

MAY M MAHONEY  
2824 THOMPSON TOWN RD  
LA JOSE PA 157536819

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


MAR 28 2008

Defendant(s)

Date: 2/7/08

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

  
\_\_\_\_\_  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
~~Philip C. Warholc~~ #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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES ACQUISITION XVI, LLC  
ASSIGNEE OF CENTURION CAPITAL CORPORATION  
ASSIGNEE OF TITAN RECOVERY GROUP  
ASSIGNEE OF CALVERY  
ASSIGNEE OF ECAST SETTLEMENT  
ASSIGNEE OF MBNA  
Plaintiff

:  
: No.  
:  
:  
: CIVIL ACTION - LAW  
:  
:  
:

vs

MAY M MAHONEY  
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

PALISADES ACQUISITION XVI, LLC  
ASSIGNEE OF CENTURION CAPITAL CORPORATION  
ASSIGNEE OF TITAN RECOVERY GROUP  
ASSIGNEE OF CALVERY  
ASSIGNEE OF ECAST SETTLEMENT  
ASSIGNEE OF MBNA  
Plaintiff

:  
: No.  
:  
:  
: CIVIL ACTION - LAW  
:  
:  
:

vs

MAY M MAHONEY  
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.

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

PALISADES ACQUISITION XVI, LLC  
ASSIGNEE OF CENTURION CAPITAL CORPORATION  
ASSIGNEE OF TITAN RECOVERY GROUP  
ASSIGNEE OF CALVERY  
ASSIGNEE OF ECAST SETTLEMENT  
ASSIGNEE OF MBNA  
Plaintiff

:  
: No.  
:  
:  
: CIVIL ACTION - LAW  
:  
:  
:

vs

MAY M MAHONEY  
Defendant(s)

COMPLAINT

AND NOW, this 24 day of January, 2008, comes the Plaintiff by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff is PALISADES ACQUISITION XVI, LLC ASSIGNEE OF CENTURION CAPITAL CORPORATION ASSIGNEE OF TITAN RECOVERY GROUP ASSIGNEE OF CALVERY ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF MBNA, located at 210 SYLVAN AVENUE , ENGLEWOOD CLIFFS, NJ 07632.
2. Defendant, MAY M MAHONEY, is an adult individual with a last known address of 2824 THOMPSON TOWN RD, LA JOSE, CLEARFIELD COUNTY, PA 15753-6819.
3. It is averred that Defendant was issued an open-end credit account by Plaintiff's Assignor. This account was created through a written contract between Plaintiff's Assignor and Defendant, accepted by Defendant when Defendant 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's Assignor would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the

agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16 (FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

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, Defendant became bound to all of its contractual terms, which clearly included an arbitration agreement. Therefore, there is a valid agreement to arbitrate and Defendant consented to the NAF having jurisdiction over this claim.

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

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

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

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$5,598.22.

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

12. The amount of interest which has accrued on the aforementioned account is the sum of \$594.43.

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

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

15. The amount of attorney's fees incurred in this matter is the sum of \$839.73.

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

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

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




WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$5,598.22, plus interest in the amount of \$594.43, plus attorney's fees in the amount of \$839.73, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date:

2/8/08

  
\_\_\_\_\_  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholie #86341 / David R. Galloway #87326  
Terilyn 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:

2/3/08

  
\_\_\_\_\_  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholc #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

**Exhibit "A"**

## Your Continued Willingness

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosure 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 definition 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 **What We Call Open 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 Mallinart 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 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 of information 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 several 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 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, investment 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, or 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

## Credit Card Agreement Additional Terms and Conditions

## Selected Sections

### Privacy Notice

### Credit Reporting Agency

### How to Use Your Account

### Payments on Your Account

### We May Amend This Agreement

### What Law Applies

### Arbitration and Dispute Resolution

understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices** We're dedicated to serving your needs - and to respecting your credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-731-1235. We will ask you to verify your identity and the specific accounts to which the opt out applies, and the specific all your account, membership, or reference numbers and your Social Security number or Telexpayer 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 for an account is described above, either within MBNA and/or with companies outside of MBNA, remains effective unless you give this notice on an annual basis, whether or not information sharing has previously opted out from either type of our subsequent notices that an account previously opted out from either or both types of information sharing did not revoke in writing) does not need to be opted again.**

**his notice updates and replaces any previous notices from MBNA about the privacy, security, and sharing of information. For additional information, including MBNA's privacy practices, security, and net, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Under State Laws." You may have other privacy protection at any time, and we will inform you of changes required by law.**

**s Used Often in This Agreement**  
When we use the word "you" or "your" in this agreement, it means the person who is the account holder, the person who is the authorized user, the person who is the co-applicant, or the person who is the joint account holder. "You" and "your" also mean each and all of the persons who are the authorized users of an account who have given their consent to the sharing of information. "You" and "your" also mean each and all of the persons who are the authorized users of an account who have given their consent to the sharing of information. "You" and "your" also mean each and all of the persons who are the authorized users of an account who have given their consent to the sharing of information.

**How Funds to Pay and How We Allow Your Payments, for example, "Auto Pay," "Net," and "Repeat Payments" mean MBNA Credit Card, N.A.**  
Any other person with authority to use this account pursuant to this Agreement.

**"Access check" means an access check we provide to you if you use a credit card in this document but do not have a check 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 "You" and "Your") in this Agreement to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

**Sign Your Card**  
You should sign your card before you use it.

**We May Monitor and Record Telephone Calls**  
You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record all 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 Agency, P.O. Box 17034, Wilmington, DE 19860-7034. 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 credit card, access check, account number, or other credit device. Please refer to your Required 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 Cash Card Advances and Cash Advances made by check is the date you or the person to whom the check is made payable first deposits or cashes it. The transaction date for a returned payment (which will then be classified as a Cash Card 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 business purposes. You may not use your account for business or commercial purposes. You may not use a Cash Card Advance, or any other credit device, to make a payment on any other credit account with us. You may not use your account to be used to make any illegal transactions.

**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 this account as you have in the account holder.**

**How You May Stop Payments 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 within 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 on your account, we may present it to us for payment, without in other case, liable to you for any loss or expense incurred by you using out of the access check 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, 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 by your Payment Due Date. 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 show on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Credit Limit 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

**UP ALL PERSONS**  
All persons who initially or subsequently request, except, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may release from liability any person who is responsible to pay any total outstanding balance, until all of the credit, 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 MIMA, you will be deemed in default or delinquent if you fail to make a payment within 10 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 Waiver 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 an account for collection to an attorney who is not our related employee.

**Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. We may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it on presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

**Payment Holidays**

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

**Transactions Made in Foreign Currency**

You make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard national, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations of the issuer. Currently, these regulations and procedures are such that the currency conversion rate to be used is the

rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this 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 not built in your Required Federal Disclosures or Initial Disclosures, are charged as Purchases in the billing cycle in which the fee accrues:  
(1) a Late Fee if the Total Minimum Payment Due shows on your monthly statement is not received by us on or before its Payment Due Date;  
(2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;  
(3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;  
(4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;  
(5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and 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 Disclosures 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, are subject to the terms and restrictions outlined in the benefits brochure and other official documents outlined to you from time to time by or on behalf of MIMA 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 limit your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

**You May Close Your Account**

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

**Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as a merchant, service provider, health club, or insurance company. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

**We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may reject the transaction. The amended Agreement (including any highest-standing balance or fees) will apply to the total outstanding balance, including the balance existing before the amendment becomes effective. We may replace your card with another card at any time.

**We May Sell Your Account**

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account, to 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, or other transactions or credits that post to your account after the Closing Date of your credit limit being extended and result in the extension of Credit Limit Post.

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

The total recurring balance on your account plus applicable fees at any time must not be more than your credit limit.

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

**Specializing** One insured per account insured must be the primary contributor or a co-contributor, contributing more than 50% of the total. Under age 65 (70 in AZ, NV & WA, 71 in FL, GA, HI, IL, IN, MI, NY, OH, RI, SD, VA, WI, WY, & ZW). Your coverage ends at these ages upon death. Beneficiaries will be mailed explaining your coverage effective date. In MI, unemployment coverage is effective only when you leave your certificate coverage. For unemployment coverage to be effective, you must be actively unemployed for at least 30 days (not self-employed or an independent contractor for 90 consecutive days before the date of last unemployment application date). PA - on the date of last unemployment coverage effective date for unemployment coverage of individual.

**ADDITIONAL INFORMATION**

**7-11-68**

**Depend on the**

**There is no such thing as a free lunch.**

**Will you be a part of the future?**

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THE UNIVERSITY OF CHICAGO

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**Homecoming Time!**

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**What You May Do as a Teacher**

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**PLEASE NOTIFY US IMMEDIATELY**

## Apply at 10:00 When You're

When you check in, you'll find a friendly staff ready to help you with everything you need. And when you're ready to check out, you'll find a friendly staff ready to help you with everything you need.

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**Journal of the American Academy of Child and Adolescent Psychiatry**

Approved by 4930 to 5000

# THE NEW YORK PUBLIC LIBRARY

**Abstracts of Papers on PPD and Sarcoidosis**

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## Importance of the National

**For the National Archives**

Costs are \$100 per Month of American Daily Balances  
Family Leave (F L), Disability (D), Unemployment (U) &  
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90.9c; MI 99.9c; DE 92.89c; DE 99.9c; IL 8.6c; D 14.9c; CA  
40.97c; MN 99c; VA 97.3c IL 7.2c; D 14.9c; U 34c; F 20c; IL  
83.47c; KY 97.4c; LA 99.99c; ME 33.09c; MD 79.74c; MA 13.7c;  
MI 83.7c; MN 31.47c; MS 92.3c; MO 61.1c; MT 93.9c; NE  
99.9c; NV 99.97c; NH 99c; NJ 97c; NY 34.9c; NC 97.3c;  
ND 20.4c; U 14.9c; OH 71.3c; RI 99c; SC 99.9c; SD 97.47c;  
OR 90.9c; MA 34.1c; PR 99c; D 12.9c; U 10c; U 99.9c; TN  
92.3c; TX 33.1c IL 4.6c; D 12.9c; U 10c; U 99.9c; VA 99.9c;  
20c; WA 99.99c; WV 99.3c; WI 93.4c IL 2.7c; D 8.9c; U 49c; F  
20c; IL 99.9c;  
Qualifications: Investments: .....

**Availability:** Mandatory Unemployment is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.  
 Voluntary Unemployment is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Committee

Employment: American Secondary Out-  
\$ LOI TX 11/891 - 100

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Security: Union Security Matter (NSA) (MM only).  
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71 IN NH; MS (1297) LA WY. Q.

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10 creditor may incur

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1 Your minimum monthly payment shall be the greater of 6% of the outstanding balance on your date of payment or \$10.00.

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6 pages per min  
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TX Residents: MI, NE, NH, NM, NC, OR, SC, VA, WI, WY

Insurance Only: To purchase commercial insurance, contact Insurance Group, P.O. Box 5022, Dallas, TX 75220.

**we will be sent to you.**

/



**Exhibit "B"**

ACCOUNT# 5329017094021547 CLIENT# 001957 ACCT BALANCE 5,598.22  
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OPEN DT 07/01/87  
CHRG OFF DT 02/27/04  
PURCHASE DT 04/18/06  
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## Notice of Proposed Termination of Court Case

March 2, 2012

RE: 2008-00570-CD

Palisades Acquisition XVI, LLC  
Centurion Capital Corporation  
Titan Recovery Group  
Calvery  
Ecast Settlement  
MBNA

**FILED**  
5 MAR 6 2012  
William A. Shaw GK  
Prothonotary/Clerk of Courts

Vs.

May M. Mahoney

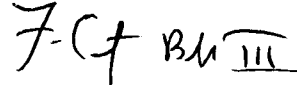
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **May 2, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
F. Cortez Bell, III, Esq.  
Court Administrator

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

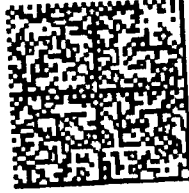
MAK 09 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED

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Lafosse, PA 15753-6819

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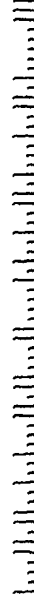
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## Notice of Proposed Termination of Court Case

March 2, 2012

RE: 2008-00570-CD

Palisades Acquisition XVI, LLC  
Centurion Capital Corporation  
Titan Recovery Group  
Calvery  
Ecast Settlement  
MBNA

Vs.

May M. Mahoney

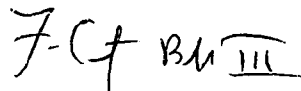
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You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **May 2, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink, appearing to read "F-C Bell III", with a stylized flourish at the end.

F. Cortez Bell, III, Esq.  
Court Administrator

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

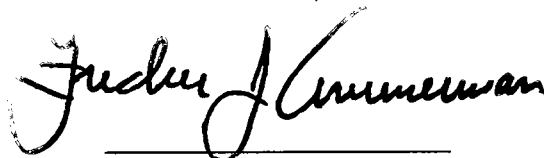
PALISADES ACQUISITION XVI, et al  
Plaintiffs  
vs.  
MAY M. MAHONEY  
Defendant

\* NO. 2008-570-CD  
\*  
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**ORDER**

NOW, this 25<sup>th</sup> day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since July 14, 2008, and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 2, 2012 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

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2 6K