

08-1360-CD

National Credit vs Linda Batcho et al

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

National Credit Acceptance :  
1731 Howe Ave # 254 : CIVIL ACTION  
Sacramento CA 95825 :

Plaintiff :

vs.

LINDA L. BATCHO  
45 ROCKY BEND RD.  
Clearfield PA 16830

Defendant :

NO: 2008-1360-CD

**NOTICE TO DEFEND**

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 to Defend 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 in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other 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 LEGAL HELP.

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

MIDPENN LEGAL SERVICES  
211 1/2 E LOCUST STREET  
CLEARFIELD, PA 16830  
814-765-9646

**FILED**

in 3:17 P.M. 07/14/2008  
JUL 24 2008  
1 COMPL. 5446

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty PAID 95.00

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National Credit Acceptance :  
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vs. :

LINDA L. BATCHO :  
45 ROCKY BEND RD. :  
Clearfield PA 16830 :

Defendant :

NO: 08-1360-C1

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**COMPLAINT**

Plaintiff, National Credit Acceptance, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, National Credit Acceptance, (hereinafter "Plaintiff") is a corporation maintaining a business at 1731 Howe Avenue, #360, Sacramento, California, 95825.
2. The Defendant LINDA L. BATCHO (hereinafter "Defendant") is an adult individual residing at 45 ROCKY BEND RD. Clearfield PA 16830.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. Defendant applied for and received a credit card issued by MBNA BANKCARDS with the account number 5490990074533454.
5. The within account was sold by MBNA BANKCARDS to National Credit Acceptance for valuable consideration and all rights under said accounts were assigned to National Credit Acceptance. (See, Bill of Sale attached hereto as Exhibit "A.")

6. Plaintiff was assigned all rights to certain credit card accounts from National Credit Acceptance, including the account opened by Defendant with account number 5490990074533454.

7. Use of the MBNA BANKCARDS credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "B.")

8. Defendant used the MBNA BANKCARDS credit card account number 5490990074533454, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on March 3, 2005.

12. The principal amount was \$13,007.91 at the time it was received by Plaintiff.

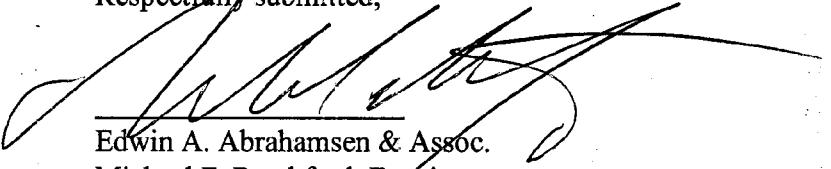
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 15.99%.

14. The total amount due and owing the Plaintiff including interest, is \$13,224.45.

15. Pursuant to the terms of the Agreement, Defendant is liable to Plaintiff court costs and reasonable attorney's fees.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$13,224.45 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

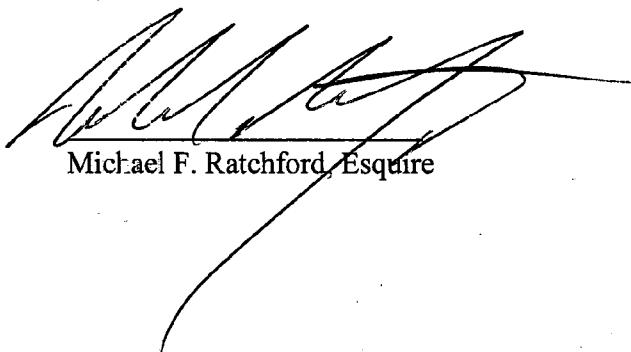
Respectfully submitted,



Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Attorney I.D. Nos.: 86285  
1729 Pittston Avenue  
Scranton, PA 18505  
mratchford@eaa-law.com

**VERIFICATION**

I, Michael F. Ratchford, attorney for Plaintiff, National Credit Acceptance, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.



Michael F. Ratchford, Esquire

# Exhibit A



MBNA America Bank, N.A.  
Wilmington, Delaware 19884

(302) 453-9930  
www.mbna.com

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to sell National Credit Acceptance, a corporation organized under the laws of California ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right title and interest in and to each of the loans identified in the loan schedule ("Loan Schedule") attached hereto (the "Loans"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-off Date applicable to such Loans as set forth in the Loan Sale Agreement pursuant to which the Loans are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

DATED: 7/29/05

ASSIGNOR: MBNA AMERICA BANK, NA

Thomas J. Feely,  
Vice President

**Exhibit B**

**NATIONAL CREDIT  
ACCEPTANCE, INC.**

ACCOUNT NUMBER	NEW BALANCE	PAST DUE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT HERE
5490990074533454	\$13,007.91	\$13,007.91	\$13,007.91	6/14/2008	

Please make check payable to National Credit Acceptance. National Credit Acceptance is the owner of this account. This has been sent by a debt collector. Send top portion of this statement with your payment.

LINDA L BATCHO

45 ROCKY BEND RD  
CLEARFIELD, PA 16830

**National Credit Acceptance, Inc.**  
1731 Howe Ave #254  
Sacramento, CA 95825-2209

Address Change? Check here and complete on the reverse side.  
For Customer Service 24 hours a day call NCA at 1-800-258-6520

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH	PAYMENT DUE DATE	CLOSING DATE
5490990074533454	\$0.00	\$0.00	\$0.00	\$0.00	6/14/2008	6/1/2008

POST DATE	TRANSACTION DATE	REFERENCE NUMBER	TRANSACTION	CHARGE	CREDIT
6/1/2008	6/1/2008		FINANCE CHARGE	\$173.33	

MINIMUM PAYMENT DUE		FINANCE CHARGE SCHEDULE		SUMMARY OF TRANSACTIONS	
PAST DUE	\$13,007.91	PERIODIC RATE	15.99%	PREVIOUS BALANCE	\$12,834.58
PAYMENT	\$0.00	ANNUAL RATE	15.99%	PAYMENTS / CREDITS	\$0.00
MINIMUM DUE	\$13,007.91	AVERAGE DAILY BALANCE	\$12,921.25	ADJUSTMENT / PURCHASES	\$0.00
				CASH ADVANCE	\$0.00

AT YOUR SERVICE EVERY HOUR EVERY DAY

To speak to one of our customer satisfaction  
representatives, call 1-800-258-6520

FOR THIS BILLING PERIOD  
ANNUAL PERCENTAGE RATE

15.99%

PREVIOUS BALANCE	PAYMENT	CREDIT TOTAL	NEW PURCHASES AND ADVANCES	DEBIT ADJUSTMENTS	FINANCE CHARGE	OVERLINE AMOUNT	NEW BALANCE
\$12,834.58	\$0.00	\$0.00	\$0.00	\$0.00	\$173.33	\$0.00	\$13,007.91

This has been sent to you by a debt collector. This is an attempt to collect a debt. Any information provided will be used for that purpose.

THIS ACCOUNT WAS ORIGINATED BY: MBNA BANKCARDS

SEND INQUIRIES TO - NATIONAL CREDIT ACCEPTANCE, 1731 HOWE AVE #254, SACRAMENTO, CA 95825-2209  
CUSTOMER SERVICE TELEPHONE NUMBER 1-800-258-6520

# Exhibit B

## Credit Card Agreement

### General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

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

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

### Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA Affiliate Information Sharing, P.O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA America account numbers.

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

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### How To Use Your Account

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

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

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

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

### Repayment

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees,

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charges, and insurance premiums we assess against your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a 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 a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

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

### Reasons for Requiring Immediate Payment

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

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### Amendments

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

### Assignment

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

### Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

### Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized transactions not yet posted to your account, being more than your credit limit, or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the

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

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

### Payment Holidays

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

### Charges Made In Foreign Currencies

If you incur a charge in a foreign currency, the charge 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 or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### Billing Cycle

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

### Account Fees and Charges

**Account Fees:** The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing

cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit (even if fees or Finance Charges assessed by us cause your New Balance Total to exceed your credit limit) on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the 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 Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentation; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

**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.

**Additional Account Fees and Charges:** Please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

### Benefits

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

### Refusal to Honor Your Card

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

### Termination

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your right to obtain credit has been suspended or terminated. You must return all credit cards to us upon request.

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

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

### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-21-2110.

### **Governing Law**

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

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

### **Litigation**

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

**Arbitration:** Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or

declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www arb-forum.com](http://www arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55409, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving Interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

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

This Arbitration Section shall survive the termination of your account with us as well as any voluntary payment

of the debt in full by you, any bankruptcy by you or sale of the debt by us.

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

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

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

### **GoldPlus Credit Insurance Benefits, Limitations, Costs & Exclusions**

**GoldPlus** pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$15,000), until you return to work\*\*. If you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. **GoldPlus** also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit or \$15,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK, 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment unless in TX). When enroled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment & family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Goldplus covers: your death; involuntary unemployment due to job loss; general strike, unionized labor dispute or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or, any job after the first 18 mos. in CA, HI, NJ, TN & WI; 12 mos. in PA); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK), mandatory recall to active military duty, jury duty (except in AK), or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, NY, MI, PA & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY, normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV). Intentionally self-inflicted injuries (not MD) or a pre-existing medical condition during first 6 months of

coverage (not NJ). Family leave benefits are not paid if you are eligible for or are receiving unemployment benefits or are disabled.

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

**Costs per \$100 per Month of Average Daily Balance:** Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 49.8c; AK 78c; AZ 99c; AR 97.5c; CA 89.9c; CO 52.35c; CT 42.89c; DE 96.97c; DC 95.3c; FL 89c; GA 84c; HI 89.91c; ID 95.2c; IL 8.6c; D 12.6c; U 54c; F 20c; IL 80c; IN 96c; IA 95.6c; L 7.2c; D 14.4c; U 54c; F 20c; IN 85.4c; KY 97.4c; LA 89.7c; MD 70.54c; MA 18.4c; MI 85.7c; MN 30.65c; MS 85.2c; MO 61.1c; MT 93.9c; NE 95.8c; NV 95.3c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c; D 26.8c; U 16.96c); NC 74.3c; ND 94.1c; OH 99c; OK 92.4c; OR 84.7c; PA 38.1c; PR 99c; RI 93.15c; SC 80c; SD 96.89c; TN 92.5c; TX 32.7c (L 5.7c; D 12c; U 16c); UT 91.88c; VT 28.4c (L 5.99c; D 6.41c; F 16c); WA 84c; WI 93.2c (L 5.7c; D 8.9c; U 59c; F 20c); WY 95.5c.

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

**Underwriting Companies/Policy:** Involuntary Unemployment: American Security/LOI (5/85), LOI NY (3/93), AS LOI TX (6/92), LOIC-IP-KS (2/96), and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-1-Z; Standard Guaranty Life (TX only)/L-1-Z (8/92)(3.53RA); First Fortis Life (NY) Life Only/NYLM0013; and American Security (NY) Disability Only/W-S-A. Family Leave: American Security/FLP (4/97), FLP-FL (1/297) in FL, FLP-NC (3/98) in NC, FLP-OK (4/97) in OK, FLP-VA (2/98) in VA, FLP-KAZ (7/98) in AZ, FLP-IP (4/97) in IL & IN, FLP-IP-KS (1/297) in KS, FLP-IP-WY (4/97) in WY, Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT (4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

This product is not an insured deposit account, is not FDIC insured, is not guaranteed by MBNA America Bank.

N. A. and is not a condition of obtaining credit.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$750. In NY, coverage pays the minimum payment due on your date of loss.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability except in CA, HI, IN, KS, MI, NJ, NY, PA, TN, TX & WI.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

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AGMT90 (Revised 4/2000)

DISC-0056  
4/00 MBNAUL01 (MBNA-L/D/Uncapped LOI/FL)

## Credit Card Agreement

### General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

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

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

### Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including, merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA, Affiliate Information Sharing, P.O. Box 15342, Wilmington, DE 19890-5342. Please include your name, address, home phone number and all MBNA America account numbers.

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

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### How To Use Your Account

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

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

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

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

### Repayment

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees,

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charges, and insurance premiums we assess against your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a 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 a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

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

### Reasons for Requiring Immediate Payment

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

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### Amendments

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

### Assignment

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

### Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

### Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized transactions not yet posted to your account, being more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the

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

### Account Fees and Charges

**Account Fees:** The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing

cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit (even if fees or Finance Charges assessed by us cause your New Balance Total to exceed your credit limit) on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the 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 Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentation; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

**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.

**Additional Account Fees and Charges:** Please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

### Benefits

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

### Refusal to Honor Your Card

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

### Termination

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your right to obtain credit has been suspended or terminated. You must return all credit cards to us upon request.

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(not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY, normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV). Intentionally self-inflicted Injuries (not MD) or a pre-existing medical condition during first 6 months of

NH; Union Security Life/FLP-VT (4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

This product is not an insured deposit account, is not FDIC insured, is not guaranteed by MBNA America Bank,

service marks of MBNA America Bank, N.A.

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

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

### Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-421-2110.

### Governing Law

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

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

### Litigation

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

**Arbitration:** Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or

declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

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

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

This Arbitration Section shall survive the termination of your account with us as well as any voluntary payment

of the debt in full by you, any bankruptcy by you or sale of the debt by us.

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

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

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

### **GoldPlus Credit Insurance Benefits, Limitations, Costs & Exclusions**

**GoldPlus** pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$15,000), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. GoldPlus also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit or \$15,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK, 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment unless in TX). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverage & Benefits:** GoldPlus covers your death; involuntary unemployment due to job loss, general strike, unionized labor dispute or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or, any job after the first 18 mos. in CA, HI, NJ, TN & WI; 12 mos. in PA); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK), mandatory recall to active military duty; jury duty (except in AK), or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, NY, MI, PA & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life, suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY, normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV). Intentionally self-inflicted injuries (not MD) or a pre-existing medical condition during first 6 months of

coverage (not NJ). Family leave benefits are not paid if you are eligible for or are receiving unemployment benefits or are disabled.

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

**Costs per \$100 per Month of Average Daily Balance:** Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (FL): AL: 49.8c; AK: 78c; AZ: 99c; AR: 97.5c; CA: 89.4c; CO: 52.35c; CT: 42.85c; DE: 96.97c; DC: 95.3c; FL: 89c; GA: 88c; HI: 89.91c; ID: 99.2c (L 8.6c, D 12.6c, U 54c, F 20c); IL: 80c; IN: 96c; IA: 95.6c (L 7.2c, D 14.4c, U 54c, F 20c); KS: 85.4c; KY: 97.4c; LA: 89.7c; MD: 70.54c; MA: 18.4c; MI: 85.7c; MN: 30.65c; MS: 85.2c; MO: 61.1c; MT: 93.9c; NE: 95.8c; NV: 95.3c; NH: 95c; NJ: 97c; NM: 58.9c; NY: 52.5c (L 8.8c, D 28.8c, U 16.96c); NC: 74.3c; ND: 94.1c; OH: 99c; OK: 92.4c; OR: 84.7c; PA: 38.1c; PR: 99c; RI: 93.15c; SC: 80c; SD: 96.89c; TN: 92.5c; TX: 33.7c (L 5.7c, D 12c, U 16c); UT: 91.88c; VT: 28.4c (L 5.99c, D 6.41c, F 16c); VA: 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA: 84c; WV: 95.2c; WI: 93.6c (L 3.7c, D 8.9c, U 59c, F 20c); WY: 95.3c.

**Availability:** This coverage is not available in ME. Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NY, NJ, PA, or TX.

**Underwriting Companies/Policy:** Involuntary Unemployment: American Security/L.O.I (5/85), LOI NY (3/93), AS LOI TX (6/92), LOI-CP-KS (2/96), and LOI-CP-Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/I-1-Z; Standard Guaranty Life (TX only)/I-1-Z (8/92)(3.53RA); First Portis Life (NY Life Only)/NYLM0013; and American Security (NY Disability only)/W-S-A. Family Leave: American Security/FLP (4/97), FLP-FL (12/97) in FL, FLP-NC (3/98) in NC, FLP-CP (4/97) in OK, FLP-VA (2/98) in VA, FL-IP/MA2 (7/98) in AZ, FL-IP (4/97) in IL & IN, FL-IP/KS (12/97) in KS, FL-IP-WY (4/97) in WY; Standard Guaranty/PLP (4/97) in NH; Union Security Life/PLP-VT (4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

This product is not an insured deposit account, is not FDIC insured, is not guaranteed by MBNA America Bank.

N. A. and is not a condition of obtaining credit.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$750. In NY, coverage pays the minimum payment due on your date of loss.

\*\*The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability except in CA, HI, IN, KS, MI, NJ, NY, PA, TN, TX & WI.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 3035, Atlanta, GA 30302. Applications will be sent to you.

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DISC-0056

4/1/00 MBNAULOI (MBNA-L/D/Uncapped LOI/FL)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1360-CD

NATIONAL CREDIT ACCEPTANCE

VS

LINDA L. BATCHO

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/23/2008

HEARING:

PAGE: 104454

FILED  
013-05801

JUL 31 2008

DEFENDANT: LINDA L. BATCHO  
ADDRESS: 45 ROCKY BEND RD.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

William A. Shaw  
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW This 31st day of July 2008 AT 9:57 AM PM SERVED THE WITHIN

COMPLAINT ON LINDA L. BATCHO, DEFENDANT

BY HANDING TO Linda Batcho, Def.

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

ADDRESS SERVED 45 Rocky Bend Road

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR LINDA L. BATCHO

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LINDA L. BATCHO

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Amelia J. Blaikie  
Deputy Signature

C. Heater  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104454  
NO: 08-1360-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: NATIONAL CREDIT ACCEPTANCE  
VS.  
DEFENDANT: LINDA L. BATCHO

*S*  
**FILED**

DEC 24 2008

**SHERIFF RETURN**

William A. Shaw  
Prothonotary/Clerk of Courts

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	012771	10.00
SHERIFF HAWKINS	ABRAHAMSEN	012771	20.00

**FILED**  
010:43 cm  
DEC 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CREDIT ACCEPTANCE, :  
INC. : CIVIL DIVISION  
: :  
Plaintiff :  
: :  
VS. :  
: :  
LINDA L. BATCHO : NO: 2008-1360-CD  
: :  
: :  
Defendant :  
: :  
: :  
: :

S FILED *EW*

JAN 28 2009

*1/12/09*  
William A. Shaw  
Prothonotary/Clerk of Courts

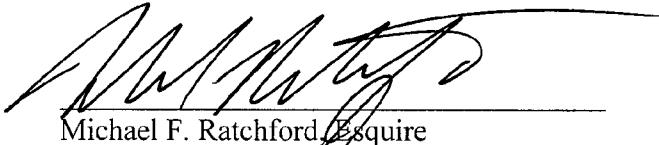
*1 CIVIL w/NOTICE  
TO ATTY & DEF*

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

**TO THE CLERK OF JUDICIAL RECORDS:**

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of \$13,224.45. Notice of the intent to file a default judgment was served upon the Defendant on January 07, 2009. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

Edwin A. Abrahamsen & Associates, P.C.

  
Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285  
Attorney for Plaintiff

**JUDGMENT**

AND NOW, this 28<sup>th</sup> day of JAN, 2009, Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of \$13,224.45 for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS



J.

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

NATIONAL CREDIT ACCEPTANCE,  
INC. : :

Plaintiff : CIVIL DIVISION

vs. : NO: 2008-1360-CD

LINDA L. BATCHO

Defendant

**CERTIFICATE OF SERVICE**

I, Michael F. Ratchford, Esquire, hereby certify that on the date indicated below, I served a copy of the Praeclipe for Entry of Default Judgment in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

LINDA L. BATCHO  
45 ROCKY BEND RD.  
Clearfield PA 16830

Edwin A. Abrahamsen & Associates, P.C.

Date: January 23, 2009

By: Michael F. Ratchford, Esquire  
Attorney I.D. No.: 88285  
1729 Pittston Avenue  
Scranton, PA 18505  
(570) 558-5510

NATIONAL CREDIT ACCEPTANCE,  
INC. : In the Court of Common Pleas of  
Plaintiff : CLEARFIELD County, Pennsylvania  
Civil Division

vs. :  
LINDA L. BATCHO :  
Defendant : NO: 2008-1360-CD

---

NOTICE OF FILING JUDGMENT

Notice is hereby given that a money judgment in the above-captioned matter has been entered  
against you in the amount of \$ 13,224.15 on 1-28-09.

By: Linda

If you have any questions regarding this notice, please contact the filing party:

Edwin A. Abrahamsen & Associates  
1729 Pittston Avenue  
Scranton, PA 18505  
Telephone: (570)-558-5510

(Notice is given in accordance with PA Supreme Court Rule of Civil Procedure No. 236)

NATIONAL CREDIT ACCEPTANCE,  
INC. : In the Court of Common Pleas of  
Plaintiff : CLEARFIELD County, Pennsylvania  
Civil Division  
vs. :  
NO: 2008-1360-CD  
LINDA L. BATCHO :  
Defendant : AFFIDAVIT UNDER SOLDIERS AND SAILORS  
RELIEF CIVIL RELIEF ACT OF 1940 AS  
AMENDED

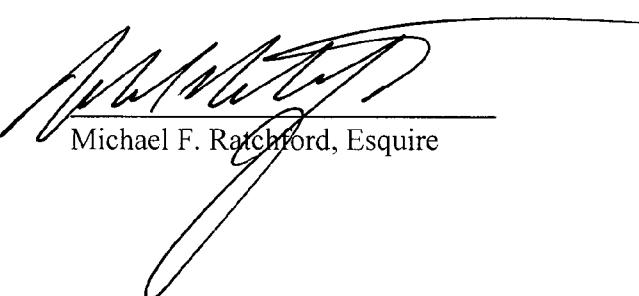
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State of Pennsylvania  
County of CLEARFIELD SS:

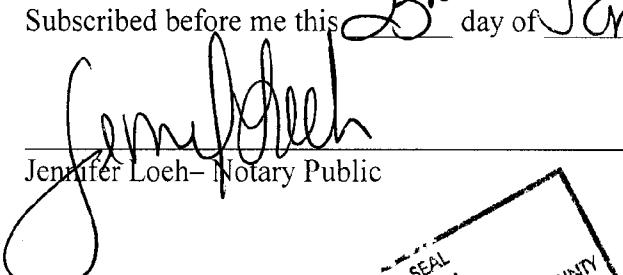
Michael F. Ratchford, Esquire being duly sworn according to law deposes and says that the above named defendant(s): LINDA L. BATCHO is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

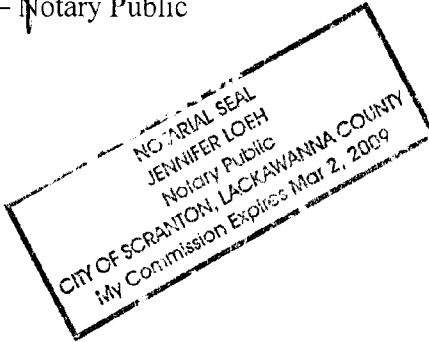
That the defendant(s): LINDA L. BATCHO is(are) older than eighteen years of age;

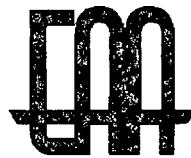
That the employment status of the defendant(s): LINDA L. BATCHO is(are) unknown.

  
Michael F. Ratchford, Esquire

Subscribed before me this 23<sup>rd</sup> day of Jan 20 09

  
Jennifer Loeh- Notary Public





EDWIN A. ABRAHAMSEN  
MICHAEL F. RATCHFORD  
HEATHER K. WOODRUFF\*  
\*ALSO MEMBER OF FL BAR

THE LAW OFFICE OF  
EDWIN A. ABRAHAMSEN & ASSOCIATES, P.C.  
WWW.EAA-LAW.COM

January 7, 2009

LINDA L. BATCHO  
45 ROCKY BEND RD.  
Clearfield PA 16830

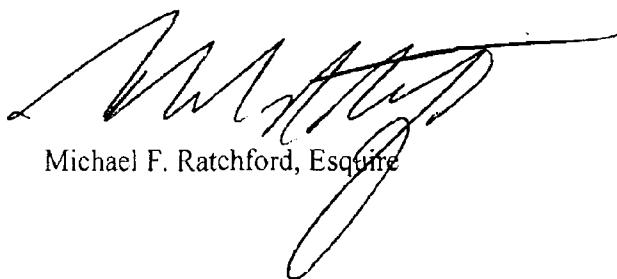
**Re: NATIONAL CREDIT ACCEPTANCE, INC. v. LINDA L. BATCHO**  
*CLEARFIELD County Civil Action No.:2008-1360-CD*  
Our file No.: NCA-0152

Dear LINDA L. BATCHO :

Enclosed please find the Ten Day Notice of Intent to Take Default in regard to the above-noted matter. Please act accordingly.

If you have any questions or wish to discuss your outstanding account, please contact me at (570) 558-5510.

Edwin A. Abrahamsen & Associates,



Michael F. Ratchford, Esquire

Enclosure

This is a communication from a debt collector in an attempt to collect a debt. Any information will be used for that purpose.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CREDIT ACCEPTANCE,  
INC. : CIVIL ACTION  
Plaintiff :  
vs.  
LINDA L. BATCHO : NO: 2008-1360-CD  
Defendant :

**TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT**

To: LINDA L. BATCHO  
45 ROCKY BEND RD.  
Clearfield PA 16830

Date of Notice: January 7, 2009

**IMPORTANT NOTICE PURSUANT TO P.A.R.C.P. 237.1(a)(2)**

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

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

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

MIDPENN LEGAL SERVICES  
211 1/2 E LOCUST STREET  
CLEARFIELD, PA 16830  
814-765-9646

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CREDIT ACCEPTANCE,  
INC. : CIVIL ACTION  
Plaintiff :  
vs. :  
LINDA L. BATCHO : NO: 2008-1360-CD  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, Michael F. Ratchford, Esquire, hereby certify that on January 7, 2009 I served a copy of the Ten Day Notice of Intent to Take Default in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

LINDA L. BATCHO  
45 ROCKY BEND RD.  
Clearfield PA 16830

Edwin A. Abrahamsen & Associates, P.C.

BY: *Michael F. Ratchford, Esquire*  
Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285  
1729 Pittston Avenue  
Scranton, PA 18505  
(570) 558-5510

Department of Defense Manpower Data Center

JAN-23-2009 08:12:47



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	LINDA		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **TODSHPURYF**