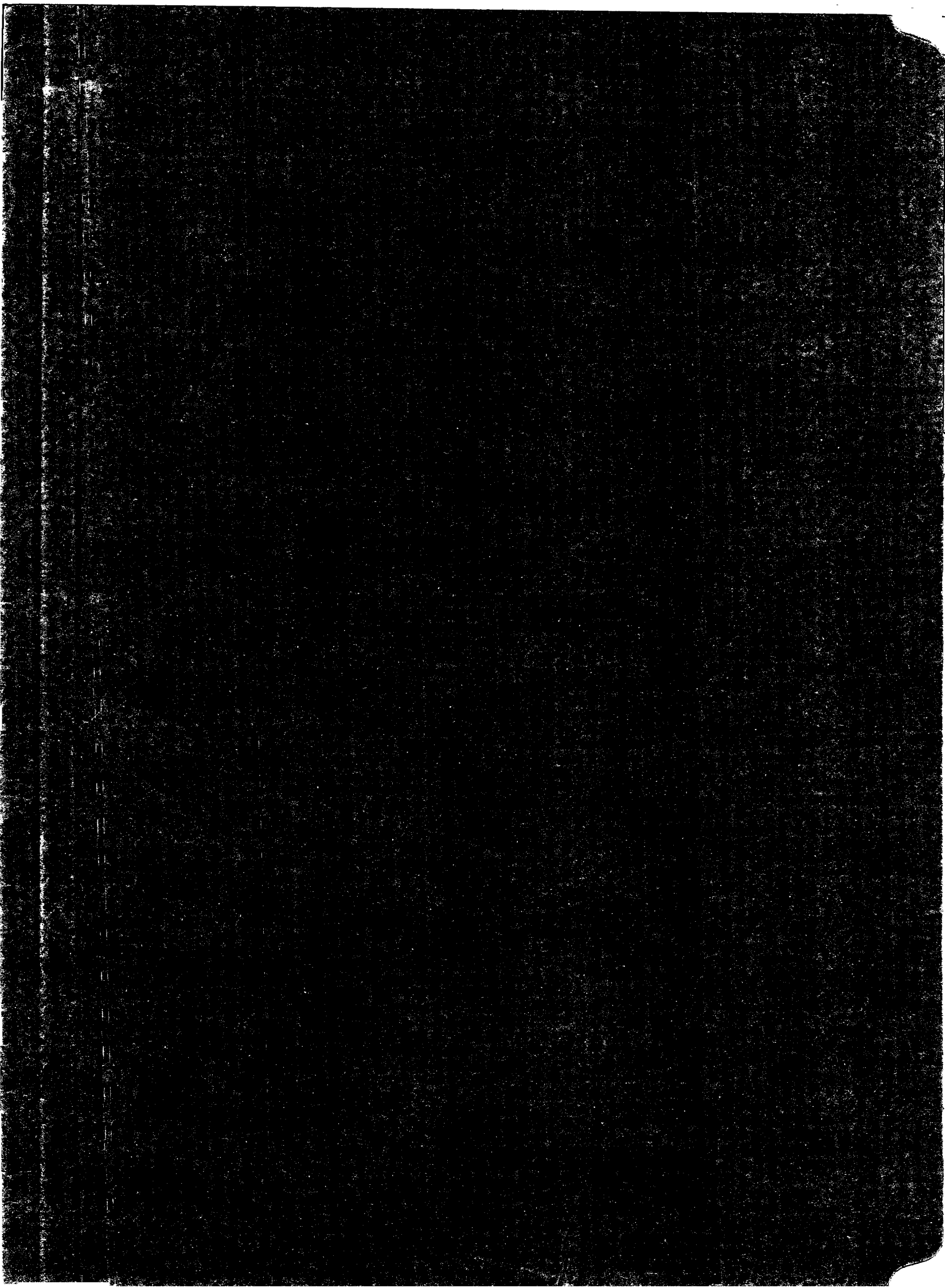


08-2268-CD

Nat'l Credit Acceptance vs T. Bennett



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

National Credit Acceptance  
1731 Howe Ave # 254  
Sacramento CA 95825

Plaintiff

CIVIL ACTION

vs.

TAMMY N BENNETT  
100 N 6TH ST  
GRAMPIAN PA 16838

Defendant

NO:

2008-2268-CD

FILED

NOV 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

pd \$95.00 Atty  
ICC Atty  
ICC Shff

**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

Jan. 5, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

National Credit Acceptance  
1731 Howe Ave # 254  
Sacramento CA 95825

Plaintiff

vs.

TAMMY N BENNETT  
100 N 6TH ST  
GRAMPIAN PA 16838

Defendant

CIVIL ACTION

NO:

---

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 TAMMY N BENNETT (hereinafter "Defendant") is an adult individual residing at 100 N 6TH ST GRAMPIAN PA 16838.
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 with the account number 4264290414597252.
5. The within account was sold by MBNA 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 4264290414597252.

7. Use of the MBNA 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 credit card account number 4264290414597252, 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 May 31, 2005.

12. The principal amount was \$11,354.02 at the time it was received by Plaintiff.

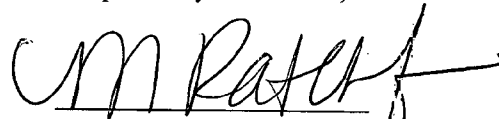
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 20.65%.

14. The total amount due and owing the Plaintiff including interest, is \$11,405.41.

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 \$11,405.41 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M Ratchford", with a long horizontal flourish extending to the right.

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

NCA-0284

mbna

MBNA America Bank, N.A.  
Wilmington, Delaware 19894

(302) 453-9930  
www.mbna.com

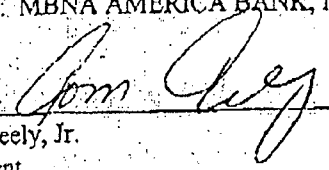
EXHIBIT A

BILL OF SALE AND ASSIGNMENT OF LOANS

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 case of other liquidated property).

DATED: 8/26/05

ASSIGNOR: MBNA AMERICA BANK, NA

  
Thomas J. Feely, Jr.  
Vice President

SP23ME0805

## 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.

### 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,

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.

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.

### 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



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), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, 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, CA, 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.

**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 for any job after the first 18 mos. in CA, HI, IL, 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 88c; HI 89.91c; ID 95.2c (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 83.4c; KY 97.4c; LA 89.7c; MD 70.54c; MA 18.4c; MI 87.7c; MN 30.65c; MS 85.2c; MO 61.1c; MT 93.9c; NE 95.8c; NV 95.3c; NH 99c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); 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 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-I-Z: Standard Guaranty Life (TX only)/L-I-Z (8/92)(3.53RA); First Fidelity Life (NY Life Only)/NYLMO013; 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-OK (4/97) in OK, FLP-VA (12/98) in VA, FLP-PAZ (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/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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AGMT50 (Revised 4/2000)

DISC-0056  
4/1/00 MBNAULOI (MBNA-LD/Uncapped LOI/FL)

National Credit Acceptance  
1731 Howe Ave # 254  
Sacramento CA 95825

Plaintiff

vs.

TAMMY N BENNETT  
100 N 6TH ST  
GRAMPIAN PA 16838  
Defendant

In the Court of Common Pleas of  
Clearfield County, Pennsylvania  
Civil Division

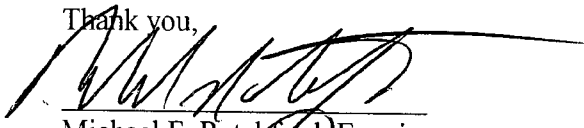
NO: 2008-2268-CD

Praeipce to Reinstate Civil Complaint

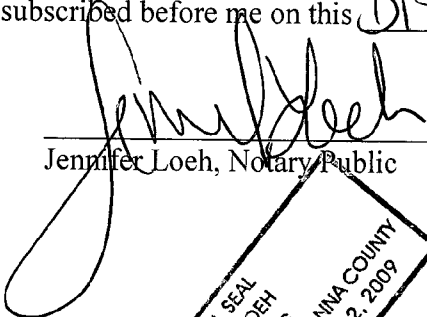
To the Prothonotary of Clearfield County Pennsylvania:

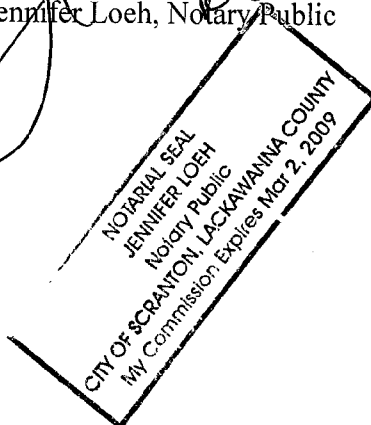
Please enter the above Praeipce to Reinstate the Civil Complaint.

Thank you,

  
Michael F. Ratchford, Esquire  
Edwin A. Abrahamsen & Associates, P.C.  
Lawyer ID # 86285

Sworn and subscribed before me on this 31<sup>st</sup> day of Dec 2008

  
Jennifer Loeh, Notary Public



**FILED** Atty p d. 700

*m/12:44/801*  
JAN 05 2009 1CC & 1 Compl.

Reinstated to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts 1CC & 1 Compl.

Reinstated to Atty

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

National Credit Acceptance  
1731 Howe Ave # 254  
Sacramento CA 95825

Plaintiff

CIVIL ACTION

vs.

TAMMY N BENNETT  
100 N 6TH ST  
GRAMPIAN PA 16838

Defendant

NO:

2008-2268-CD

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

NOV 24 2008

Attest.

*William R. Brown*  
Prothonotary/  
Clerk of Courts

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

NCA-0284

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1731 Howe Ave # 254  
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Plaintiff

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100 N 6TH ST  
GRAMPIAN PA 16838

Defendant

CIVIL ACTION

NO:

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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 TAMMY N BENNETT (hereinafter "Defendant") is an adult individual residing at 100 N 6TH ST GRAMPIAN PA 16838.
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 with the account number 4264290414597252.
5. The within account was sold by MBNA 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 4264290414597252.

7. Use of the MBNA 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 credit card account number 4264290414597252, 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 May 31, 2005.

12. The principal amount was \$11,354.02 at the time it was received by Plaintiff.

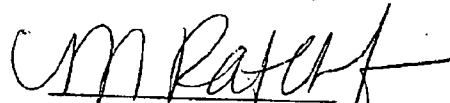
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 20.65%.

14. The total amount due and owing the Plaintiff including interest, is \$11,405.41.

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 \$11,405.41 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "M Ratchford", written over a horizontal line.

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

NCA-0284

mbna

MBNA America Bank, N.A.  
Wilmington, Delaware 19894

(302) 453-9930  
www.mbna.com

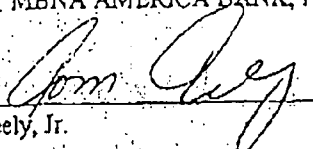
EXHIBIT A

BILL OF SALE AND ASSIGNMENT OF LOANS

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 case of other liquidated property).

DATED: 8/26/05

ASSIGNOR: MBNA AMERICA BANK, NA

  
Thomas J. Feely, Jr.  
Vice President

SP31MB0805



## 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 for 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.

### 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,

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 unpaid card's 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.

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.

### 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

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), 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 privileges 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 assigns) 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.

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 (or family leave; 12 for unemployment in AL, AK, 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.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant; authorized users are not eligible), under age 65 (70 in AZ, NY & VA; 71 in FL, CA, 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 hours/week (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, IL, 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 & NY); 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.

**Coverages \$100 per Month of Average Daily Balance:**  
Costs apply to Life (LI), Disability (D), Unemployment (U) & Family Leave (FL): AL 49.8c; AK 78c; AZ 99c; AR 97.3c; CA 89.9c; CO 92.33c; CT 42.89c; DE 96.97c; DC 95.3c; FL 89c; GA 88c; HI 89.91c; IL 95.2c (L 8.8c, D 12.6c, U 34c, F 70c); 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 83.7c; MN 30.63c; MS 83.2c; MO 61.1c; MT 93.9c; NE 95.8c; NV 93.3c; NH 95c; NJ 97c; NM 58.0c; NY 52.3c (L 8.8c, D 26.8c, U 16.9c); 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 91.85c; VT 28.4c (L 3.99c, D 6.41c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 84c; WV 95.2c; WI 93.0c (L 5.7c, D 8.9c, U 59c, F 20c); WY 93.5c.

**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 (3/85), LOI NY (3/93), AS LOI TX (6/92), LOIC-IP-KS (2/96), and LOIC-IP: Standard Guaranty/SG LOI (3/85) (NH only). Life & Disability: Union Security Life/L-1-2; Standard Guaranty Life (TX only)/L-1-2 (6/92); (3/33RA); First Fidelity Life (NY Life Only)/NYLM001; 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-OK (4/97) in OK, FLP-PA (2/98) in VA, FLP-MAZ (12/98) in AZ, FLP-IP (4/97) in IL & IN, FLP-IP-KS (12/97) 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.

MBNA America® and GoldPlus® are federally registered service marks of MBNA America Bank, N.A.  
© 2000 MBNA America Bank, N.A.  
AGMT90 (Revised 4/2000)  
DISC--0056  
4/1/00 MBNA/LOI (MBNA-LDI)Uncapped LOI/FLI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104974  
NO: 08-2268-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: NATIONAL CREDIT ACCEPTANCE  
VS.  
DEFENDANT: TAMMY N. BENNETT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	023114	10.00
SHERIFF HAWKINS	ABRAHAMSEN	023114	90.00

FILED  
0/2:45cm  
MAR 24 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

Cell Phone  
892-2632IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2268-CD

NATIONAL CREDIT ACCEPTANCE

VS

TAMMY N. BENNETT

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/24/2008

HEARING:

PAGE: 104974

DEFENDANT:

TAMMY N. BENNETT

ADDRESS:

100 N. 6TH ST.

GRAMPAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

12-5-08-11:07<sup>AM</sup>-N/H12-10-08-11:06<sup>AM</sup>-N/H

Left Note 12-16-08-

12-8-08-11:08<sup>AM</sup>-N/H12-15-08-11:24<sup>AM</sup>-N/H12-17-08-N/H 9:55<sup>AM</sup>

SHERIFF'S RETURN

12-18-08-10:09<sup>AM</sup>-N/H 10:03<sup>AM</sup>NOW THIS 22nd day of Dec AT 2:00 AM/PM SERVED THE WITHINCOMPLAINT ON TAMMY N. BENNETT, DEFENDANT

BY HANDING TO

TAMMY N. BennettR.F.

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

ADDRESS SERVED

IN 2nd St CLEARFIELD, PASHERIFFS OFFICE

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

COMPLAINT FOR TAMMY N. BENNETT

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

FILED

03:08 PM  
FEB 17 2010

William A. Shaw

Prothonotary/Clerk of Courts

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

I MAKE RETURN OF NOT FOUND AS TO TAMMY N. BENNETT

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

SWORN TO BEFORE ME THIS

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

2008

So Answers: CHESTER A. HAWKINS, SHERIFFBy: George F. De Haven

Deputy Signature

Print Deputy Name

George F. De Haven  
George F. De Haven

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

NATIONAL CREDIT ACCEPTANCE  
Plaintiff

vs.

TAMMY N. BENNETT  
Defendant


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\*  
\*  
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NO. 2008-2268-CD

**ORDER**

NOW, this 2<sup>nd</sup> day of August, 2013, upon the Court's review of the docket and noting no activity for a period of over three years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRICK J. AMMERMAN  
President Judge

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AUG 06 2013  
William A. Shaw  
Prothonotary/Clerk of Courts 66