

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

CAPITAL ONE BANK

Plaintiff

vs.

BONNIE L CAMPBELL

Defendant

No: 2006-1615-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05414990 C A Pit KEB

FILED pd \$85.00 AM
M/1:50 am @ No CC
OCT 04 2006 ICC to shff

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

BONNIE L CAMPBELL

Defendant

COMPLAINT AND 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 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 ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendant is adult individual(s) residing at the address listed below:

BONNIE L CAMPBELL
5 GARDEN GROVE
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388642294278547 .

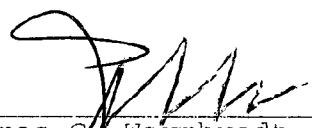
4. Defendant made use of said credit card and has a current balance due of \$7927.34 , as of September 26, 2006 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from September 26, 2006 . A copy of Plaintiff's STATMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BONNIE L CAMPBELL , INDIVIDUALLY , in the amount of \$7927.34 with continuing interest thereon at the rate of 25.900% per annum from September 26, 2006 plus costs.



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Capital One®

VISA GOLD ACCOUNT
4388-6422-9427-8547

AUG 28 - SEP 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,168.63
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$92.68
New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions - including auto loans, personal loans, CDs, money market accounts and more - to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 SEP PAST DUE FEE	\$35.00
---	---------------------	---------

You were assessed a past due fee of \$35.00 on 09/27/2003 because your minimum payment was not received by the due date of 09/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,485.46	.07096%	25.90%	\$54.67
CASH	\$1,727.84	.07096%	25.90%	\$38.01

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4388642294278547 27 4296310020004296312

New Balance \$4,296.31
Minimum Amount Due \$4,296.31
Payment Due Date October 27, 2003

Total enclosed \$

Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street: _____ Apt. # _____
City: _____ State: _____ ZIP: _____
Home Phone: _____ Alternate Phone: _____
Email Address: _____ @ _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



0477535



#9027177517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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1-888-587-9669

Mention Offer Code: BRONZE
Visit: www.peoplepc.com/go/bronze

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. PeoplePC Online Accelerated™: First 3 months are billed at \$7.47 per month; \$14.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) Replicated Monthly appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorize a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet, as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Sara Rubin

(NAME)

Agent

(TITLE)


of

Capital One Bank

(COMPANY)

plaintiff herein, that

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

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& COLAVECCHI
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P. O. BOX 131
CLEARFIELD, PA

FILED 300
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Atty Colavecchi

(6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. :
BONNIE L. CAMPBELL, :
Defendant :

*DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT*

Defendant, Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about October 4, 2006, alleging a credit card account between Defendant and Capital One Bank.

2. Plaintiff alleges there is an unpaid balance on the credit card account of Seven Thousand Nine Hundred Twenty-seven Dollars and Thirty-four Cents (\$7,927.34).

3. Plaintiff failed to attach a copy of the alleged credit card agreement between Defendant and Capital One Bank.

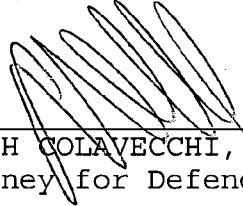
4. Plaintiff has failed to produce detailed statements of the account showing all purchases and/or charges made on said account and how Plaintiff calculates the amount claimed to be due.

5. Plaintiff fails to state what, if any charges were made for interest, late fees and other various items which may have been imposed by Plaintiff and the legal authority for such charges.

6. In addition, Plaintiff attached an exhibit to the Complaint which appears to be a statement in the name of Capital One addressed to Bonnie L. Campbell and which does not show a payment on said account within the past four years which is the Statute of Limitations on a credit card account.

7. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement, a detailed monthly statement of the account setting out purchases and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff in order to enter into a proper defense of the claims and further does not show how this account fits into the Pennsylvania Statute of Limitations.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
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P.O. Box 131
Clearfield, PA 16830

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Prothonotary/Clerk of Courts
300044
J. Colavecchi

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

VS.

BONNIE L. CAMPBELL,

Defendant :

RULE

AND NOW, this 22nd day of November, 2006, upon consideration of the foregoing Preliminary Objections filed on behalf of the Defendant, a Rule is issued on the Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made Returnable the 15th day of January, 2007, at 9:30 A.M., Clearfield County Courthouse, Courtroom No. 1.

A total of one-half (1/2) hour has been set aside for this hearing.

BY THE COURT:


JUDGE

FILED

NOV 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/28/06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

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3LC AM

J. Colavecchi


William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1615 - CD
BONNIE L. CAMPBELL, :
Defendant :

MOTION FOR CONTINUANCE

Joseph Colavecchi, Esquire, Attorney for Bonnie L. Campbell,
Defendant in the above-captioned case, hereby moves for a
continuance of the Rule presently Returnable on January 15, 2007
at 9:30 a.m. since he is going to be out of town.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
Clearfield, PA 16830

December 4, 2006

UA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

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DEC 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

3cc
019:40/301 Atty Colavecchi
GPO

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

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1615 - CD
BONNIE L. CAMPBELL, :
Defendant :

R U L E

In consideration of the Motion for Continuance as filed in the above-captioned matter, the Rule Returnable in this case formerly scheduled for January 15, 2007 at 9:30 a.m., is continued, and said Rule is Returnable the 29th day of January, 2007, at 9:30 o'clock A.M. at the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:

 12/7/06
PRESIDENT JUDGE

FILED

DEC 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/18/06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.


BONNIE L. CAMPBELL,

Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Preliminary Objections and Rule Returnable in the above-captioned action was mailed by First Class Mail, postage prepaid, the 11th day of December 2006, to the attorney of record:

James C. Warmbrodt
Attorney at Law
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

Dated: 12/11/06

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& COLAVECCHI
221 E. MARKET ST.
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CLEARFIELD, PA

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3cc
0/2:43/81 Atty Colavecchi
JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
:
vs. :
:
BONNIE L. CAMPBELL, :
Defendant :

MOTION FOR CONTINUANCE

Joseph Colavecchi, Esquire, attorney for Bonnie L. Campbell, Defendant in the above-captioned action, files this Motion for Continuance and respectfully avers as follows:

1. James C. Warmbrodt, Esquire, of Weltman, Weinberg & Reis Co., L.P.A., attorneys for the Plaintiff, filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on October 4, 2006, a copy of which is attached hereto and marked Exhibit "A".

2. Defendant, Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, filed Preliminary Objections to the Complaint on November 2, 2006, a copy of which is attached hereto marked Exhibit "B".


3. The Court issued a Rule directed to the Plaintiff returnable before this Court on January 29, 2007, at 9:30 a.m. A copy of said Rule is attached hereto and marked Exhibit "C".

4. Joseph Colavecchi, Esquire, attorney for Defendant, was contacted by James C. Warmbrodt, Esquire, attorney for Plaintiff, who asked for additional time to produce documents that Defendant requested in her Preliminary Objections.

5. In order to allow Plaintiff sufficient time to obtain the documents, Defendant is requesting the Rule Returnable presently scheduled to be held before this Court on January 29, 2007, at 9:30 a.m., be continued and a new Rule be issued to be returnable the end of April 2007 or early May 2007.

WHEREFORE, Defendant, through her attorney, Joseph Colavecchi, Esquire, requests that the Motion for Continuance and the rescheduling of the Rule Returnable be granted.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

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

CAPITAL ONE BANK

Plaintiff

vs.

BONNIE L CAMPBELL

Defendant

No: 2006-1615-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05414990 C A Pit KEB

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

OCT 04 2006

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT
"A"

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

BONNIE L CAMPBELL

Defendant

COMPLAINT AND 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 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 ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendant is adult individual(s) residing at the address listed below:

BONNIE L CAMPBELL
5 GARDEN GROVE
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 4388642294278547 .

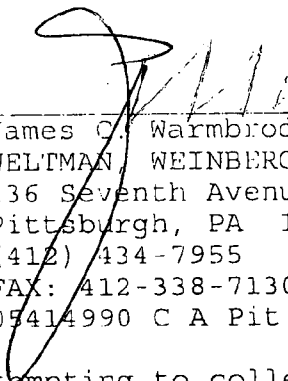
4. Defendant made use of said credit card and has a current balance due of \$7927.34 , as of September 26, 2006 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from September 26, 2006 . A copy of Plaintiff's STATMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BONNIE L CAMPBELL , INDIVIDUALLY , in the amount of \$7927.34 with continuing interest thereon at the rate of 25.900% per annum from September 26, 2006 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05414990 C A Pit KEB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

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SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

AUG 28 - SEP 27, 2003
Page 1 of 1

Account Summary

Previous Balance \$4,168.63
Payments, Credits and Adjustments \$0.00
Transactions \$35.00
Finance Charges \$92.58

New Balance \$4,296.31
Minimum Amount Due \$4,296.31
Payment Due Date October 27, 2003

Total Credit Line \$5,000
Total Available Credit \$0.00
Credit Line for Cash \$5,000
Available Credit for Cash \$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Service
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5615

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions - including auto loans, personal loans, CDs, money market accounts and more - to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1 27 SEP PAST DUE FEE \$35.00

You were assessed a past due fee of \$35.00 on 09/27/2003 because your minimum payment was not received by the due date of 09/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,485.46	.07096%	25.90%	\$54.67
CASH	\$1,727.84	.07096%	25.90%	\$38.01

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 4296310020004296312

New Balance \$4,296.31
Minimum Amount Due \$4,296.31
Payment Due Date October 27, 2003
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail change below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
E-mail Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

#9027177517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949

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SIGN UP
TODAY!

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Mention Offer Code: BRONZE
Visit: www.peoplepc.com/go/bronze

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. PeoplePC Online Accelerated™: First 3 months are billed at \$7.47 per month; \$14.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Service Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code C or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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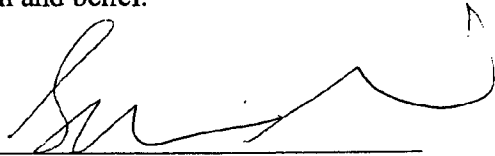
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Sara Rubin
(NAME)

Agent of Capital One Bank plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

WWR#

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

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

NOV 02 2006

EXHIBIT
"B"

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK,
Plaintiff : No. 06 - 1615 - CD
vs. :
BONNIE L. CAMPBELL,
Defendant :

*DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT*

Defendant, Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about October 4, 2006, alleging a credit card account between Defendant and Capital One Bank.

2. Plaintiff alleges there is an unpaid balance on the credit card account of Seven Thousand Nine Hundred Twenty-seven Dollars and Thirty-four Cents (\$7,927.34).

3. Plaintiff failed to attach a copy of the alleged credit card agreement between Defendant and Capital One Bank.

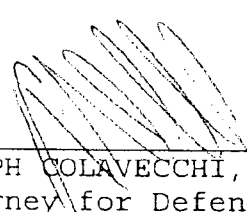
4. Plaintiff has failed to produce detailed statements of the account showing all purchases and/or charges made on said account and how Plaintiff calculates the amount claimed to be due.

5. Plaintiff fails to state what, if any charges were made for interest, late fees and other various items which may have been imposed by Plaintiff and the legal authority for such charges.

6. In addition, Plaintiff attached an exhibit to the Complaint which appears to be a statement in the name of Capital One addressed to Bonnie L. Campbell and which does not show a payment on said account within the past four years which is the Statute of Limitations on a credit card account.

7. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement, a detailed monthly statement of the account setting out purchases and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff in order to enter into a proper defense of the claims and further does not show how this account fits into the Pennsylvania Statute of Limitations.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

EXHIBIT
"C"

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

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1615 - CD
BONNIE L. CAMPBELL, :
Defendant :

R U L E

In consideration of the Motion for Continuance as filed in the above-captioned matter, the Rule Returnable in this case formerly scheduled for January 15, 2007 at 9:30 a.m., is continued, and said Rule is Returnable the 29th day of January, 2007, at 9:30 o'clock A.M. at the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:

/s/ Fredric J. Ammerman

12/7/06

PRESIDENT JUDGE

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

DEC 08 2006

2

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
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LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
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COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 300
01/30/07
JAN 12 2007
Atty Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant :

R U L E

AND NOW, this 12 day of January 2007, upon consideration of the foregoing Motion for Continuance, the Rule Returnable in this case presently scheduled for January 29, 2007, at 9:30 a.m., is continued, and said Rule is Returnable the 10th day of May, 2007, at 9:30 A.M. at the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:


JUDGE

DATE: 1/12/07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

Special Instructions:

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JAN 12 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101995
NO: 06-1615-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: BONNIE L. CAMPBELL

FILED
013:14/31
JAN 18 2007
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, October 17, 2006 AT 11:02 AM SERVED THE WITHIN COMPLAINT ON BONNIE L. CAMPBELL DEFENDANT AT 5 GARDEN GROVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BONNIE L. CAMPBELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

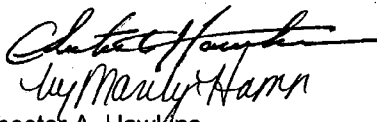
SERVED BY: COUDRIET / NEVLING

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2620237	10.00
SHERIFF HAWKINS	WELTMAN	2620237	34.91

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

CERTIFICATE OF SERVICE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

01/10:00/64
JAN 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK :
Plaintiff :
vs. : No. 06 - 1665 - CD
BONNIE L. CAMPBELL :
Defendant :


CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 16, 2007, a Motion for Continuance and Rule in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

James C. Warmbrodt
Attorney at Law
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219

COLAVECCHI & COLAVECCHI

DATE: 1-16-07

BY: 
PAUL COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

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

CAPITAL ONE BANK

Plaintiff

vs.

BONNIE L CAMPBELL

Defendant

No. 2006-1615-CD

AMENDED COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05414990

FILED NO CC
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APR 23 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1615-CD

BONNIE L CAMPBELL

Defendant

AMENDED COMPLAINT IN CIVIL ACTION AND 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 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 ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff, Capital One Bank is a corporation with offices at 6851 Jericho Turnpike #190, Syosset, NY. 11791.
2. Defendant is an adult individual residing at 5 Garden Grove, DuBois, PA. 15801.
3. At all times relevant hereto, Plaintiff was engaged only in those activities, including transacting business in interstate commerce, that shall not be considered to be doing business in this Commonwealth, as defined by 15 Pa.C.S.A. § 4122.
4. On or about August 1, 2001, Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4388642294278547. A true and correct copy of the written credit application signed by the Defendant is attached hereto as Exhibit "1".
5. The aforesaid account is subject to the terms and provisions of the written customer agreement. A true and correct copy of Plaintiff's written customer agreement which was mailed by the Plaintiff to the Defendant, and which agreement was received by the Defendant, is attached hereto, marked as Exhibit "2" and made a part hereof.
6. Defendant used the aforementioned credit card to take cash advances and to purchase goods, merchandise and services.
7. Attached hereto, marked as Exhibit "3" and made a part hereof are true and correct copies of the monthly statements on Defendant's aforementioned account, account number 4388642294278547, dated March 27, 2003 through September 27, 2003.
8. Pursuant to the terms of the agreement between the parties, Defendant agreed to make monthly payments on the outstanding balance on his account.
9. Defendant last made a payment on this account on June 30, 2003, in the amount of \$30.00.
10. Defendant is in default of the agreement between the parties by failing to make the monthly payments when due.
11. The balance due and owing to the Plaintiff on the aforementioned credit card account as of September 27, 2003 was \$4,296.31.

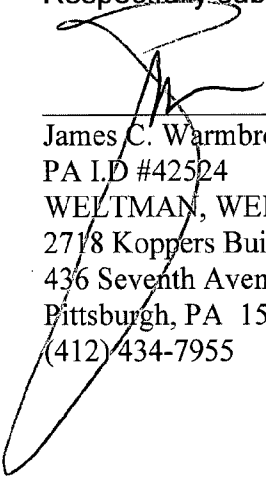
12. Pursuant to the aforesaid customer agreement, unpaid balances on Defendant's account are subject to the addition of finance charges at the rate of 25.90% per annum.
13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant, BONNIE L. CAMPBELL, individually, in the amount of \$4,296.31, plus interest at the rate of 25.90% per annum from September 27, 2003 to the date of judgment, plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Respectfully submitted,



James C. Warmbrodt
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955



30-Second Acceptance Certificate

EXHIBIT

Place the sticker  here to request your card.

YES! I want my Pre-Approved Visa® Platinum card with a 0% introductory purchase APR!

Reply before: August 21, 2001

47220233284583

002

001

Bonnie L. Campbell
7 Brown St
Reynoldsville, PA 15851-1013

Please cross out and change name or address if necessary.

4136

1. Tell us about yourself

Social Security Number

Date of Birth

PHONE NUMBER

814-653-8662

4924

9/03/55

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature

Bonnie L. Campbell Date Aug 1 2001

UB16VL01.5



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CUSTOMER AGREEMENT

Welcome to Capital One®. We are pleased to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have told you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this Agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire balance shown on your statement by the next statement closing date.

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any

EXHIBIT

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your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this

Special Capital One Cardholder Offer!

Now with **BONNIE L CAMPBELL FREE Accelerator** for the first 12 months* - a \$60 value

\$4.97 a month for first 3 months; \$9.95/mo. thereafter

SIGN UP TODAY!
1-888-587-9669
 Mention Offer Code: EMERALD
 Or visit www.peoplepc.com/go/emerald

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 A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

5414990
 HSN+
 PA
 WLB

Capital One

VISA GOLD ACCOUNT
 4388-6422-9427-8547

FEB 28 - MAR 27, 2003
 Page 1 of 1

Account Summary

Previous Balance	\$3,446.84
Payments, Credits and Adjustments	\$107.08
Transactions	\$147.78
Finance Charges	\$53.01
New Balance	\$3,540.55
Minimum Amount Due	\$206.00
Payment Due Date	April 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,459.45
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,459.45

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85147
 Richmond, VA 23276

Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	07 MAR	FRAUD ADJUSTMENT - CASH	\$101.50-
2	07 MAR	FINANCE CHARGE ADJUSTMENT - CASH-ADVANCE	.58-
3	07 MAR	ADJ- CASH ADVANCE FEE -- FINANCE CHARGE	5.00-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

4	15 MAR	KWIK FILL #210 CLEARFIELD PA	\$17.28
5	20 MAR	FRAUD ADJUSTMENT - CASH	101.50
6	27 MAR	PAST DUE FEE	29.00

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturer's written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits or call 1-800-955-7070 now for complete benefit information.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,981.57	.05521% P	20.15%	\$30.63
CASH	\$1,447.43	.05521% P	20.15%	\$22.38

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3540550146000206002

New Balance	\$3,540.55
Minimum Amount Due	\$206.00
Payment Due Date	April 26, 2003

Total enclosed \$
 Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



048306



#9008777517042194# MAIL ID NUMBER
 BONNIE L CAMPBELL
 5 GARDEN GRV
 DU BOIS PA 15801-8949



EXHIBIT
 "3"

peoplepc™ online
A better way to Internet.

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SIGN UP TODAY!

1-888-587-9669

Mention Offer Code: EMERALD

Or visit www.peoplepc.com/go/emerald

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 01LGLBAK

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2-5-2003

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

012-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAR 28 - APR 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,540.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$66.50
Finance Charges	\$66.64
New Balance	\$3,673.69
Minimum Amount Due	\$316.00
Payment Due Date	May 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,326.31
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,326.31

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

Transactions

1	27 MAR	CASH ADV. /614 LIBERTY DUBOIS PA	\$31.50
2	27 APR	PAST DUE FEE	35.00
3	27 APR	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

You were assessed a past due fee of \$35.00 on 04/27/2003 because your minimum payment was not received by the due date of 04/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,052.71	.0552196 P	20.15%	\$35.13
CASH	\$1,549.08	.0552196 P	20.15%	\$26.51

ANNUAL PERCENTAGE RATE applied this period

22.20%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3673690146000316002

New Balance **\$3,673.69**
Minimum Amount Due **\$316.00**
Payment Due Date **May 27, 2003**
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

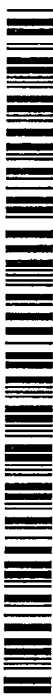


048542



#9011777517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949





ZTR03 0 0100

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49542S

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your "New Balance" in full by the due date, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or H appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If and only if the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rate (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>1. Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>‡ Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One O1LGLBAK</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

013-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

APR 28 - MAY 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,673.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$79.01
New Balance	\$3,787.70
Minimum Amount Due	\$429.00
Payment Due Date	June 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$35.00
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****Important Notice**** Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 05/27/2003 because your minimum payment was not received by the due date of 05/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Important Account Information

Capital One is a proud sponsor of the American Film Institute's CBS primetime special presentation -- "AFI's 100 Years...100 Heroes & Villains: America's Greatest Screen Characters." Of the century's great film heroes and villains, who is the greatest hero and who is the greatest villain? Will the list contain James Bond, Rocky Balboa, Hannibal Lecter, Catwoman, Indiana Jones, Norman Bates? To find out the answers to these questions and many more, tune in to CBS, Tuesday, June 3 from 8-11 PM (EDT/PDT) 7-10 PM (CDT).

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,127.70	.07096%	25.90%	\$45.29
CASH	\$1,584.03	.07096%	25.90%	\$33.72

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3787700146000429006

New Balance **\$3,787.70**
Minimum Amount Due **\$429.00**
Payment Due Date **June 27, 2003**

Total enclosed \$

Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050808



#9014877517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949





27R03 0 0100
2

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overdraft fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 011GLBAK</p>
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50808S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

013-1102

CapitalOne®

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAY 28 - JUN 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,787.70
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$84.22

New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003

Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 JUN	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 06/27/2003 because your minimum payment was not received by the due date of 06/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,209.60	070966%	25.90%	\$48.61
CASH	\$1,618.68	070966%	25.90%	\$35.61

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4388642294278547 27 3906920146000546004

New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003

Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050965



#9017977517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949





27R03 0 0100
2-1111-11

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or S (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mail you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2002 Capital One 01LGLBAK</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUN 28 - JUL 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,906.92
Payments, Credits and Adjustments	\$20.00
Transactions	\$35.00
Finance Charges	\$83.63
New Balance	\$4,005.55
Minimum Amount Due	\$646.00
Payment Due Date	August 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	30 JUN	PAYMENT RECEIVED - THANK YOU	\$20.00-
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Transactions

2	27 JUL	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 07/27/2003 because your minimum payment was not received by the due date of 07/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,274.45	.07096%	25.90%	\$48.42
CASH	\$1,654.08	.07096%	25.90%	\$35.21

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 4005550020000646007

New Balance \$4,005.55
Minimum Amount Due \$646.00
Payment Due Date August 27, 2003
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



048017



#9020877517042196# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949





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<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as APR on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the renewing of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 011GLBAK</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUL 28 - AUG 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,005.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$74.00
Finance Charges	\$89.08
New Balance	\$4,168.63
Minimum Amount Due	\$4,168.63
Payment Due Date	September 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions- including auto loans, personal loans, CDs, money market accounts and more- to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MEMBER FEE	\$39.00
2	27 AUG	PAST DUE FEE	35.00

Remember, as long as you do not miss two consecutive minimum payments as calculated by the terms of your account, we will waive your annual membership fee for the upcoming year.

You were assessed a past due fee of \$35.00 on 08/27/2003 because your minimum payment was not received by the due date of 08/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,359.47	.07096%	25.90%	\$51.90
CASH	\$1,690.26	.07096%	25.90%	\$37.18

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 4168630020004168634

New Balance	\$4,168.63
Minimum Amount Due	\$4,168.63
Payment Due Date	September 27, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



046708



#9024077517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



27R03 00100
23-7-2002

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2002 Capital One 011GLBAK</p>
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467085

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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Or visit www.peoplepc.com/go/onyx

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For questions, call toll free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

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2. Average Daily Balance (Including New Purchases).

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b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code M appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire



CERTIFICATE OF SERVICE

A true and correct copy of the Amended Complaint in Civil Action has been served by First Class Mail, postage pre-paid, on 20th day of April, 2007 upon the following:

Joseph Colavecchi, Esquire
221 East Market Street,
P.O. Box 131
Clearfield, Pa. 16830

By: _____

A handwritten signature in black ink is written over a horizontal line. The signature is stylized, starting with a large loop and ending with a horizontal stroke. Below the signature, there is a large, empty oval shape.

WWR No.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
AMENDED COMPLAINT**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 300
03:30 PM
MAY 08 2007
Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

VS.

BONNIE L. CAMPBELL,

Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT**

Bonnie L. Campbell, Defendant in the above-captioned case, through her attorney, Joseph Colavecchi, Esquire, files her Preliminary Objections to the Amended Complaint of the Plaintiff and respectfully avers as follows:

1. Plaintiff filed an Amended Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about April 7, 2007, alleging a credit card account between Defendant and Capital One Bank.

2. Plaintiff has alleged that there is an unpaid balance in the amount of Four Thousand Two Hundred Ninety-six Dollars and Thirty-one Cents (\$4,296.31), plus interest at the rate of 25.90% per annum from September 27, 2003, to the date of judgment, plus costs.

3. Plaintiff further attached what are alleged to be true and correct copies of monthly statements on Defendant's account dated

March 27, 2003, through September 27, 2003. Plaintiff's first statement attached to their Amended Complaint alleges an unpaid balance as of March 27, 2003, in the amount of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84). However, Plaintiff fails to attach copies of the earlier statements leading up to the alleged previous balance of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84).

4. The alleged Credit Card Application which is actually described as a 30-Second Acceptance Certificate attached to Plaintiff's Amended Complaint is dated August 1, 2001. Plaintiff failed to attach copies of any statements from August 1, 2001, up to the first page of the statements attached which appears to be March 27, 2003.


5. The alleged unpaid balance shown on the statement dated March 27, 2003, in the amount of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84) described as "previous balance" comes out of nowhere.

6. Plaintiff has failed to produce the detailed statements of the account showing all purchases and/or charges made on said account from beginning of the alleged relationship between Plaintiff and Defendant up to the date of filing the Complaint.

7. Defendant is entitled to have a complete an itemized statement showing how Plaintiff arrived at the charges and the

demands made in the first Amended Complaint so that Defendant may enter into a proper defense of Plaintiff's claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Amended Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer to Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Bonnie L. Campbell
BONNIE L. CAMPBELL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3CC
01/4/00/04
MAY 09 2007
Att'y
J. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts (GR)

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant :

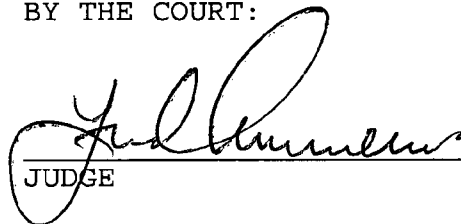
RULE

AND NOW, this 9 day of May, 2007, upon consideration of the foregoing Preliminary Objections to Plaintiff's Amended Complaint filed on behalf of the Defendant, a Rule is issued on the Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made Returnable the 6th day of June, 2007, at 10:30 A.M., Clearfield County Courthouse, Courtroom No. 4.

A total of one-half (1/2) hour has been set aside for this hearing.

BY THE COURT:


JUDGE

FILED

MAY 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/9/07

- ☒ You are responsible for serving all appropriate parties.
- ☐ The Prothonotary's office has provided service to the following parties:
- ☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other
- ☐ Defendant(s) ☐ Defendant(s) Attorney
- ☐ Special Instructions:

(A)

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

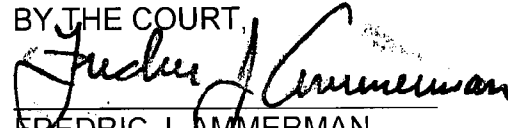
CAPITAL ONE BANK,
Plaintiff
vs.
BONNIE L. CAMPBELL,
Defendant

* NO. 06-1615-CD
*
*
*

ORDER

NOW, this 6th day of June, 2007, the date being set for hearing on the Preliminary Objections filed by the Defendant on May 8, 2007, it is the ORDER of this Court that said Preliminary Objections be and are hereby DISMISSED due to the failure of the Defendant or her counsel to appear for said hearing. The Court also notes that no Certificate of Service has been filed to show that the Plaintiff was served with the Rule filed May 9, 2007.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1cc Atty's:
013:38/01 Wasmbeck+
JUN 06 2007 J. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts (CW)

FILED

JUN 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/6/07

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**ANSWER NEW MATTER &
COUNTERCLAIM**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 2cc
011:53394 Atty Colavecchi
JUL 11 2007
CR

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter and Notice are served, by entering a written appearance personally or by 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 New Matter 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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. : JURY TRIAL DEMANDED
BONNIE L. CAMPBELL, :
Defendant :

**ANSWER NEW MATTER
& COUNTERCLAIM**

NOW COMES, Bonnie L. Campbell, Defendant in the above-captioned case, who, through her attorney, Joseph Colavecchi, Esquire, files her Answer to the Amended Complaint in the above-captioned case and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Denied. After reasonable investigation, Defendant is unable to ascertain the truth of the above averments and for this reason, strict proof is demanded at the trial of this case.
4. It is admitted that this is Defendant's signature on the 30-Second Acceptance Certificate attached to this Complaint.
5. Denied. Defendant has no recollection of receiving the alleged written Customer Agreement. Strict proof of this averment is demanded at the trial of this case.

6. Denied. Defendant does not recall the various transactions alleged herein by Plaintiff and strict proof of these averments are demanded at the trial of this case.

7. Denied. Defendant does not recall the items as set forth in this Complaint and strict proof of said averments are demanded at the trial of this case.

8. Denied. Defendant does not recall any agreement to make monthly payments and for this reason strict proof is demanded at the trial of this case.

9. Denied. On the contrary, any payments made by Defendant were more than four years ago. Strict proof of the averments set out therein is demanded at the trial of this case.

10. Denied. This legal action is barred by the Statute of Limitations.

11. Denied. Defendant has no recollection of how this amount was calculated and for this reason, strict proof is demanded at the trial of this case.

12. Denied. Plaintiff did not have the written authority to access financial charges at the rate of 25.90% per annum.

13. Denied. On the contrary, Defendant does not owe this amount and does not recall owing this amount and for this reason, strict proof is demanded at the trial of this case.

WHEREFORE, Defendant requests that the Amended Complaint be dismissed and that judgment be entered in favor of Defendant.

NEW MATTER

Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files her New Matter to the Amended Complaint in this case and respectfully avers as follows:

Paragraphs 1 and 2 are incorporated herein by reference thereto.

14. Pennsylvania has a four year Statute of Limitations in this type of case. It is alleged on information and belief that the last payment, if any, by Defendant, was more than four years prior to the filing of the Complaint in this case.

15. Plaintiff does not have a legal cause of action against Defendant.

WHEREFORE, Defendant demands that the Amended Complaint be dismissed and that judgment be entered in favor of Defendant.

COUNTERCLAIM

Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files this Counterclaim in this case and respectfully avers as follows:

16. The above legal action is barred by the Pennsylvania four-year Statute of Limitations.

17. Plaintiff, who had reason to know the circumstances involved in this case, willfully and deliberately filed a Complaint

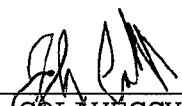
in this case, although it is legally barred under the Pennsylvania Statutes of Limitation.

18. This is a violation of the various Pennsylvania Acts protecting debtors and defendants.

19. The various acts require that if a complaint is filed against a defendant for a debt that is barred by the Statute of Limitations, that the Plaintiff is liable for costs, legal fees and damages.

WHEREFORE, Defendant demands costs, legal fees and damages to be determined by the jury.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Answer, New Matter & Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Bonnie L. Campbell ✓
BONNIE L. CAMPBELL

CA

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L. CAMPBELL,

Defendant.

No. 06-1615-CD

TYPE OF PLEADING:

PLAINTIFF'S PRELIMINARY
OBJECTIONS TO DEFENDANT'S
COUNTERCLAIM

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990

FILED No
m) 1054/21 CC
JUL 13 2007 (CR)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

vs.

BONNIE L. CAMPBELL,

Defendant.

PLAINTIFF'S PRELIMINARY OBJECTIONS TO DEFENDANT'S
COUNTERCLAIM

AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis, CO., L.P.A., and files the following Preliminary Objections to Counterclaim:

1. Plaintiff initiated the within action on October 4, 2006 by the filing of a Complaint against the above-named Defendant seeking to recover an unpaid balance on a credit card account.
2. Defendant filed Preliminary Objections, and on April 23, 2007 Plaintiff filed an Amended Complaint.
3. Attached as an Exhibit to Plaintiff's Amended Complaint are copies of the monthly credit card statements dated March 27, 2003 through September 30, 2003.

4. The aforesaid statements reflect charges made on Defendant's account on March 15, 2003 and March 27, 2003.
5. The aforesaid statements reflect a payment made on Defendant's account which was received by Plaintiff on June 30, 2003.
6. Defendant filed Preliminary Objections to the Amended Complaint, which Preliminary Objections were overruled by this Honorable Court pursuant to its Order of June 6, 2007.
7. Defendant has filed an Answer, New Matter and Counterclaim, a copy of which is pleading is attached hereto as Exhibit "1".
8. Defendant's Counterclaim is based solely on the allegation that Plaintiff filed its action beyond the four-year Statute of Limitations.
9. Defendant's Counterclaim demands costs, unspecified legal fees and unspecified damages.

I. – FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT
AND INSUFFICIENT SPECIFICITY IN A PLEADING

10. The averments contained in Paragraphs 1 through 9, above, are incorporated herein by reference thereto as though herein set forth at length.
11. Defendant has failed to set forth any facts in support of her allegation that this action has been filed beyond the Statute of Limitations.
12. Defendant has alleged that Plaintiff has violated "various Pennsylvania Acts".
13. Defendant has failed to allege the nature and extent of her damages.
14. Defendant has failed to specify the amount of her alleged attorney's fees.

15. The material facts on which a cause of action or defense is based shall be stated in a concise and summary form. Pa. R.C.P. 1019(a).

16. Averments of time, place and special damages shall be specifically stated. Pa. R.C.P. 1019(f).

17. Defendant's Counterclaim fails to conform to law or rule of court. Pa. R.C.P. 1028(a)(2).

18. Defendant's Counterclaim lacks sufficient specificity. Pa. R.C.P. 1028(a)(3).

II. – LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)

19. The averments contained in Paragraph 1 through 18, above, are incorporated herein by reference thereto as though herein set forth at length.

20. Defendant has failed to set forth a legal or factual basis for a cause of action based upon Plaintiff's alleged commencement of suit against the Defendant beyond the Statute of Limitations.

21. Defendant has failed to set forth a legal or factual basis for the recovery of costs, legal fees or damages, as demanded in her Counterclaim.

22. Defendant's Counterclaim fails to state cause of action. Pa. R.C.P. 1028(a)(4).

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an order sustaining its Preliminary Objections and dismissing Defendant's Counterclaim with prejudice.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS,
CO., L.P.A.



By: _____

James C. Warmbrodt, Esquire

PA I.D.# 42524

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 5414990

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**ANSWER NEW MATTER &
COUNTERCLAIM**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

EXHIBIT

1

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
: vs. :
: BONNIE L. CAMPBELL, :
Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter and Notice are served, by entering a written appearance personally or by 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 New Matter 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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
21 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P.O. BOX 131
CLEARFIELD, PA

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. : JURY TRIAL DEMANDED
BONNIE L. CAMPBELL, :
Defendant :

**ANSWER NEW MATTER
& COUNTERCLAIM**

NOW COMES, Bonnie L. Campbell, Defendant in the above-captioned case, who, through her attorney, Joseph Colavecchi, Esquire, files her Answer to the Amended Complaint in the above-captioned case and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Denied. After reasonable investigation, Defendant is unable to ascertain the truth of the above averments and for this reason, strict proof is demanded at the trial of this case.
4. It is admitted that this is Defendant's signature on the 30-Second Acceptance Certificate attached to this Complaint.
5. Denied. Defendant has no recollection of receiving the alleged written Customer Agreement. Strict proof of this averment is demanded at the trial of this case.

6. Denied. Defendant does not recall the various transactions alleged herein by Plaintiff and strict proof of these averments are demanded at the trial of this case.

7. Denied. Defendant does not recall the items as set forth in this Complaint and strict proof of said averments are demanded at the trial of this case.

8. Denied. Defendant does not recall any agreement to make monthly payments and for this reason strict proof is demanded at the trial of this case.

9. Denied. On the contrary, any payments made by Defendant were more than four years ago. Strict proof of the averments set out therein is demanded at the trial of this case.

10. Denied. This legal action is barred by the Statute of Limitations.

11. Denied. Defendant has no recollection of how this amount was calculated and for this reason, strict proof is demanded at the trial of this case.

12. Denied. Plaintiff did not have the written authority to access financial charges at the rate of 25.90% per annum.

13. Denied. On the contrary, Defendant does not owe this amount and does not recall owing this amount and for this reason, strict proof is demanded at the trial of this case.

WHEREFORE, Defendant requests that the Amended Complaint be dismissed and that judgment be entered in favor of Defendant.

NEW MATTER

Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files her New Matter to the Amended Complaint in this case and respectfully avers as follows:

Paragraphs 1 and 2 are incorporated herein by reference thereto.

14. Pennsylvania has a four year Statute of Limitations in this type of case. It is alleged on information and belief that the last payment, if any, by Defendant, was more than four years prior to the filing of the Complaint in this case.

15. Plaintiff does not have a legal cause of action against Defendant.

WHEREFORE, Defendant demands that the Amended Complaint be dismissed and that judgment be entered in favor of Defendant.

COUNTERCLAIM

Bonnie L. Campbell, through her attorney, Joseph Colavecchi, Esquire, files this Counterclaim in this case and respectfully avers as follows:

16. The above legal action is barred by the Pennsylvania four-year Statute of Limitations.

17. Plaintiff, who had reason to know the circumstances involved in this case, willfully and deliberately filed a Complaint


in this case, although it is legally barred under the Pennsylvania Statutes of Limitation.

18. This is a violation of the various Pennsylvania Acts protecting debtors and defendants.

19. The various acts require that if a complaint is filed against a defendant for a debt that is barred by the Statute of Limitations, that the Plaintiff is liable for costs, legal fees and damages.

WHEREFORE, Defendant demands costs, legal fees and damages to be determined by the jury.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Answer, New Matter & Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Bonnie L. Campbell ✓
BONNIE L. CAMPBELL

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

vs.

BONNIE L. CAMPBELL,

Defendant.

ORDER OF COURT

AND NOW, this _____ day of _____, 2007,
it is ORDERED, ADJUDGED and DECREED that the Plaintiff's Preliminary Objections
filed herein be and hereby are sustained, and it is further ORDERED, ADJUDGED and
DECREED that Defendant's Counterclaim be and hereby is dismissed with prejudice.

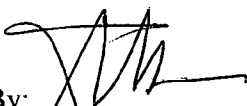
By the Court,


_____. J.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Plaintiff's Preliminary Objections to Amended Counterclaim, by First Class Mail, Postage Pre-Paid, on the 12th day of July, 2007, upon the following:

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

By: 
James C. Warmbrodt, Esquire



CA

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L. CAMPBELL,

Defendant.

No. 06-1615-CD

TYPE OF PLEADING:

PLAINTIFF'S REPLY TO NEW
MATTER

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990

FILED NO
m110:54301 CC
JUL 13 2007 CK

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

vs.

BONNIE L. CAMPBELL,

Defendant.

PLAINTIFF'S REPLY TO NEW MATTER

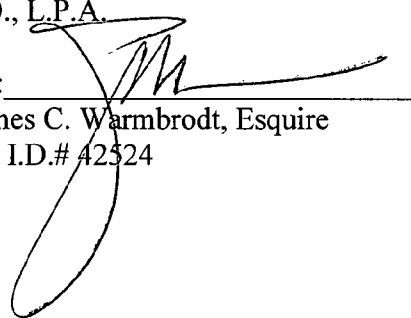
AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and files the following Reply to New Matter:

- 1 The averments contained in Paragraphs 14 and 15 of Defendant's New Matter constitute conclusions of law to which no response is required.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant in the amounts demanded in its Complaint.

Respectfully Submitted:

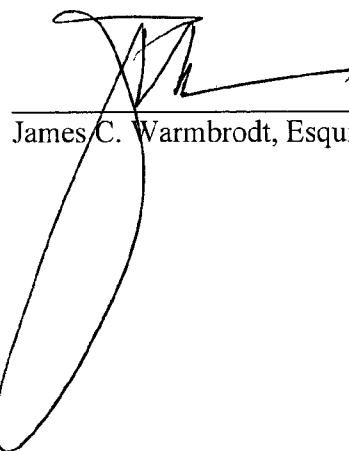
WELTMAN, WEINBERG & REIS,
CO., L.P.A.

By: 
James C. Warmbrodt, Esquire
PA I.D.# 42524

2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

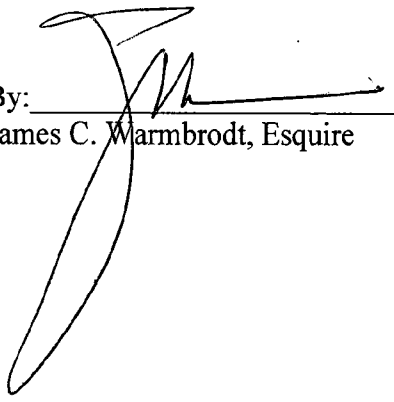


James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Plaintiff's Reply to New Matter
by First Class Mail, Postage Pre-Paid, on the 12th day of July, 2007,
upon the following:

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

By: 
James C. Warmbrodt, Esquire

CA

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

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

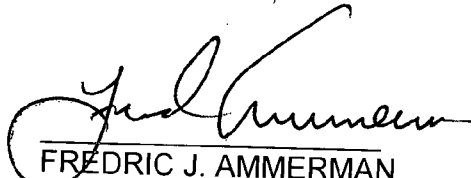
*
*
*
*
*

NO. 06-1615-CD

ORDER

NOW, this 18th day of July, 2007, upon receipt of the Plaintiff's Preliminary Objections to Defendant's Counterclaim, it is the ORDER of this Court that argument on the Plaintiff's Preliminary Objections to Defendant's Counterclaim is scheduled for the 12th day of September, 2007 at 9:00 A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1CC Attys:
8/9/29/07 Warmbrodt
J. Colavecchi:
William A. Shaw
Prothonotary/Clerk of Courts (64)

FILED

JUL 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/19/07

____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ☒ Defendant(s) Attorney

____ Special Instructions:

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

BONNIE L CAMPBELL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA. I.D.#42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05414990

FILED

M110:5439
JUL 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs.

No. 2006-1615-CD

BONNIE L CAMPBELL

Defendant


AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant's Counsel, Joseph Colavecchi, Esquire.

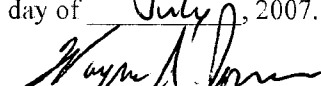
1. On or about July 20, 2007, Plaintiff received a signed Order of Court for a scheduled hearing on the Plaintiff's Preliminary Objections to Defendant's Counterclaim for September 12, 2007 at 9:00 A.M. Said Order of Court is attached as Exhibit "1".

2. On or about July 23, 2007, Plaintiff mailed the Order of Court to 221 E. Market Street, Clearfield, PA. 16830-2424.

WELTMAN, WEINBERG & REIS, CO., L.P.A.


James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 484-7955
WWR#05414990

Sworn to and subscribed
before me this 24
day of July, 2007.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

5414990

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

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

*
*
*
*
*

NO. 06-1615-CD

ORDER

NOW, this 18th day of July, 2007, upon receipt of the Plaintiff's Preliminary Objections to Defendant's Counterclaim, it is the ORDER of this Court that argument on the Plaintiff's Preliminary Objections to Defendant's Counterclaim is scheduled for the 12th day of September, 2007 at 9:00 A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

JUL 19 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT

" 1 "

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**DEFENDANT'S ANSWER TO
PLAINTIFF'S PRELIMINARY
OBJECTIONS TO DEFENDANT'S
COUNTERCLAIM**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 2cc
0/11:28/07 Anty
AUG 08 2007 Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant :

*DEFENDANT'S ANSWER TO PLAINTIFF'S
PRELIMINARY OBJECTIONS TO
DEFENDANT'S COUNTERCLAIM*

NOW COMES, the Defendant, Bonnie L. Campbell, who, through her attorney, Joseph Colavecchi, Esquire, files her Answer to the Plaintiff's Preliminary Objections to Defendant's Counterclaim and respectfully avers as follows:

1. Admitted.

2. Admitted.

3. Admitted.


4. It is admitted that the statements appear to show charges made on Defendant's account on March 15, 2003, and March 27, 2003. However, Defendant denies the accuracy of these charges.

5. It is admitted that the statements reflect an alleged payment made on Defendant's account received by Plaintiff on June 30, 2003. However, it is denied by Defendant that such payment was made by her.

6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. This does not require an answer.
11. Denied.
12. Admitted.
13. Admitted.
14. Admitted.
15. This is a statement of Pa. R.C.P. 1019(a) and does not require an answer.
16. See answer to paragraph 15.
17. See answer to paragraph 15.
18. Denied.
19. This does not require an answer.
20. Denied. On the contrary, the burden is on the Plaintiff to prove that they are not barred by the Statute of Limitations in filing this claim.
21. Denied. It is the position of Defendant that the Statute of Limitations bars the action of the Plaintiff.
22. Denied for the reasons as set forth above.

WHEREFORE, Defendant asks that the Preliminary Objections of the Plaintiff be dismissed and that the case go forward.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

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


CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1615 - CD
BONNIE L. CAMPBELL, :
Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 8, 2007, a true and correct copy of Defendant's Answer to Plaintiff's Preliminary Objections to Defendant's Counterclaim in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

James c. Warmbrodt
Attorney at Law
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

DATE: August 8, 2007

BY: 
JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

173

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

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

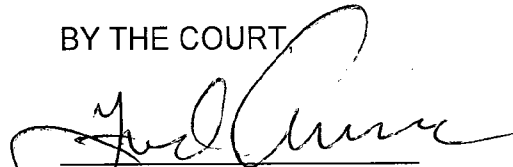
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No. 06-1615-CD

ORDER

NOW, this 12th day of September, 2007, following argument on Plaintiff's Preliminary Objections to Defendant's Counterclaim, it is the ORDER of this Court that the said Preliminary Objections be and are hereby granted and the Defendant's Counterclaim is hereby dismissed as being legally insufficient.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

0/4:00/61
SEP 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

iec
Atty: Warmbrodt
J. Colavecchi

SK

FILED

SEP 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/12/07

___ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) X Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

BONNIE L CAMPBELL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05414990

FILED NO CC
m/12:33/8
SEP 20 2007
UN

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

vs.

BONNIE L CAMPBELL

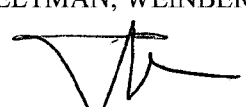
Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant's Counsel, Joeseeph Colavecchi, Esquire.

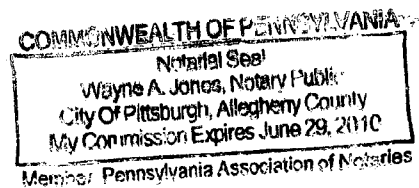
1. On or about September 14, 2007, Plaintiff received a signed Order of Court Granting Plaintiff's Preliminary Objections to Defendant's Counterclaim. Said Order of Court is attached as Exhibit "1".
2. On or about September 17, 2007, Plaintiff mailed the Order of Court to 221 E. Market Street, Clearfield, PA. 16830-2424.

WELTMAN, WEINBERG & REIS, CO., L.P.A.


James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05414990

Sworn to and subscribed
before me this 17
day of September, 2007.


NOTARY PUBLIC



5414990

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

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

*
*
*
*
*

No. 06-1615-CD

ORDER

NOW, this 12th day of September, 2007, following argument on Plaintiff's Preliminary Objections to Defendant's Counterclaim, it is the ORDER of this Court that the said Preliminary Objections be and are hereby granted and the Defendant's Counterclaim is hereby dismissed as being legally insufficient.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

SEP 12 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

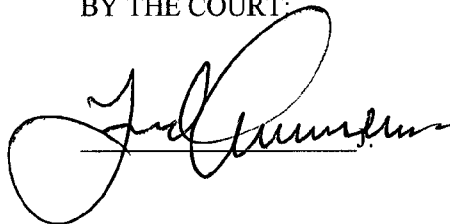
vs.

BONNIE L CAMPBELL
Defendant

ORDER OF COURT

AND NOW, to wit, this 5th day of November, 2007, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for December 18, 2007 at
10:30 a.m./p.m.

BY THE COURT:



FILED ^{iec}
014:0031 Atty Molezan
NOV 05 2007 (EK)
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/5/07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

NOV 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L CAMPBELL,

Defendant.

Case No.: 2006-1615-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *NO CC*
11:27 AM
NOV 01 2007 *OK*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2006-1615-CD

vs.

BONNIE L CAMPBELL,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By 

William T. Molezan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe to Schedule has been served by First Class Mail, postage pre-paid, on 25th day of October, 2007 upon the following:

Joseph Calavecchi, Esq.
221 East Market St.
P.O. Box 131
Clearfield Pa 16830

By: 

William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2006-1615-CD

vs.

BONNIE L CAMPBELL,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2007, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$4,296.31 with interest at the rate of 25.9% per annum from September 27, 2003 to the date of judgment, plus costs.

BY THE COURT

_____. J.

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L CAMPBELL,

Defendant.

Case No.: 2006-1615-CD

MOTION FOR SUMMARY JUDGMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *NO CC*
m/11:27/07
NOV 01 2007 *(GP)*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2006-1615-CD

vs.

MOTION FOR SUMMARY JUDGMENT

BONNIE L CAMPBELL,
Defendant.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant. In support thereof, Plaintiff avers as follows:

1. Plaintiff filed a Amended Complaint against Defendant seeking judgment in the amount of \$4,296.31 with interest at the interest rate of 25.9% per annum from September 27, 2003 to the date of judgment, and costs. A true and correct copy of the Amended Complaint is attached hereto as Exhibit "A" and made a part hereof.

2. Defendant filed an Answer to Plaintiff's Amended Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.

3. On or around April 20, 2007, Plaintiff served upon Defendant a set of requests for admissions and requests for production of documents. A true and correct copy of the same is attached hereto as Exhibit "C" and made a part hereof.

4. No response to the discovery demands has been received from the Defendant.

5. The requests for admissions are now deemed admitted under Pennsylvania Rule of Civil Procedure 4014(b). Thus Defendant has admitted that she has failed to make all required payments on the credit card; that she applied for the credit card; that the statements attached to Plaintiff's Discovery Request correctly identify the payments, charges, and balances on the account; that she has not submitted

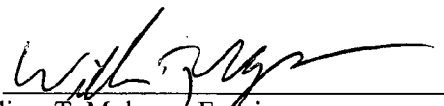
any written disputes as to billing inaccuracies; and that \$7,927.32 is a correct and accurate balance on the credit card account.

6. By way of her Answer, the documents attached to this Motion, and the Requests for Admissions, deemed admitted under Pa.R.C.P. 4014(b), the Defendant has admitted all facts material to this matter and verified the amount owed.

7. There are no meritorious defenses against this action and Plaintiff is entitled to summary judgment as a matter of Law against defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$4,296.31 with interest at the legal interest rate of 25.9% per annum from September 27, 2003 to the date of judgment, and costs.

Respectfully Submitted:

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK

Plaintiff

vs.

BONNIE L CAMPBELL

Defendant

No. 2006-1615-CD

AMENDED COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05414990

EXHIBIT

A

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1615-CD

BONNIE L CAMPBELL

Defendant

AMENDED COMPLAINT IN CIVIL ACTION AND 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 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 ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff, Capital One Bank is a corporation with offices at 6851 Jericho Turnpike #190, Syosset, NY. 11791.
2. Defendant is an adult individual residing at 5 Garden Grove, DuBois, PA. 15801.
3. At all times relevant hereto, Plaintiff was engaged only in those activities, including transacting business in interstate commerce, that shall not be considered to be doing business in this Commonwealth, as defined by 15 Pa.C.S.A. § 4122.
4. On or about August 1, 2001, Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4388642294278547. A true and correct copy of the written credit application signed by the Defendant is attached hereto as Exhibit "1".
5. The aforesaid account is subject to the terms and provisions of the written customer agreement. A true and correct copy of Plaintiff's written customer agreement which was mailed by the Plaintiff to the Defendant, and which agreement was received by the Defendant, is attached hereto, marked as Exhibit "2" and made a part hereof.
6. Defendant used the aforementioned credit card to take cash advances and to purchase goods, merchandise and services.
7. Attached hereto, marked as Exhibit "3" and made a part hereof are true and correct copies of the monthly statements on Defendant's aforementioned account, account number 4388642294278547, dated March 27, 2003 through September 27, 2003.
8. Pursuant to the terms of the agreement between the parties, Defendant agreed to make monthly payments on the outstanding balance on his account.
9. Defendant last made a payment on this account on June 30, 2003, in the amount of \$30.00.
10. Defendant is in default of the agreement between the parties by failing to make the monthly payments when due.
11. The balance due and owing to the Plaintiff on the aforementioned credit card account as of September 27, 2003 was \$4,296.31.

12. Pursuant to the aforesaid customer agreement, unpaid balances on Defendant's account are subject to the addition of finance charges at the rate of 25.90% per annum.

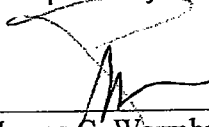
13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant, BONNIE L. CAMPBELL, individually, in the amount of \$4,296.31, plus interest at the rate of 25.90% per annum from September 27, 2003 to the date of judgment, plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Respectfully submitted,



James C. Warmbrodt
PA ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955



30-Second Acceptance Certificate

EXHIBIT C
1

Place the sticker  here to request your card.

YES! I want my Pre-Approved Visa® Platinum card with a 0% introductory purchase APR!

Reply before: August 21, 2001

4722023328458 002 001

Bonnie L. Campbell
7 Brown St
Reynoldsville, PA 15851-1013

Please cross out and change name or address if necessary.

4136

1. Tell us about yourself
Social Security Number

Date of Birth

814-653-8662

-4924 9/03/55

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature Bonnie L. Campbell Date Aug 1 2001

UB16V.L01.5



L

CUSTOMER AGREEMENT

welcome to Capital One.® We are pleased to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who used the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have allowed you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this Agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. Finance charges will be assessed on the unpaid balance, even if you pay the entire

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, cash advance fees, and any

EXHIBIT 2

Your first statement usually will, there is no grace period on any transaction.

B. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. **Periodic Rates.** We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. **Calculating Finance Charge.** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this

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Now with **BONNIE L CAMPBELL** **FREE Accelerator** for the first 12 months* - a \$60 value

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Capital One

VISA GOLD ACCOUNT
 4388-6422-9427-8547

FEB 28 - MAR 27, 2003
 Page 1 of 1

Account Summary

Previous Balance	\$3,446.84
Payments, Credits and Adjustments	\$107.08
Transactions	\$147.78
Finance Charges	\$53.01
New Balance	\$3,540.55
Minimum Amount Due	\$206.00
Payment Due Date	April 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,459.45
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,459.45

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 Capital One Services P.O. Box 85015
 P.O. Box 85147 Richmond, VA 23285-5015
 Richmond, VA 23276

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	07 MAR	FRAUD ADJUSTMENT - CASH	\$101.50-
2	07 MAR	FINANCE CHARGE ADJUSTMENT - CASH-ADVANCE	58-
3	07 MAR	ADJ- CASH ADVANCE FEE - - FINANCE CHARGE	5.00-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

4	15 MAR	KWIK FILL #210 CLEARFIELD PA	\$17.28
5	20 MAR	FRAUD ADJUSTMENT - CASH	101.50
6	27 MAR	PAST DUE FEE	29.00

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturer's written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits or call 1-800-955-7070 now for complete benefit information.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,981.57	.05521% P	20.15%	\$30.63
CASH	\$1,447.43	.05521% P	20.15%	\$22.38

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3540550146000206002

New Balance **\$3,540.55**
 Minimum Amount Due **\$206.00**
 Payment Due Date April 26, 2003
 Total enclosed \$
 Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276

048306

#9008777517042194# MAIL ID NUMBER
 BONNIE L CAMPBELL
 5 GARDEN GRV
 DU BOIS PA 15801-8949

EXHIBIT
 "3"

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†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each segment of your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any special finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overdraft fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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2-51111111

48306S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

012-1102

Capital One®

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAR 28 - APR 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,540.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$66.50
Finance Charges	\$66.64
New Balance	\$3,673.69
Minimum Amount Due	\$316.00
Payment Due Date	May 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,326.31
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,326.31

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

Transactions

1	27 MAR	CASH ADV. /614 LIBERTY DUBOIS PA	\$31.50
2	27 APR	PAST DUE FEE	35.00
3	27 APR	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

You were assessed a past due fee of \$35.00 on 04/27/2003 because your minimum payment was not received by the due date of 04/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,052.71	.05521% P	20.15%	\$35.13
CASH	\$1,549.08	.05521% P	20.15%	\$26.51

ANNUAL PERCENTAGE RATE applied this period

22.20%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4388642294278547 27 3673690146000316002

New Balance **\$3,673.69**
Minimum Amount Due **\$316.00**
Payment Due Date **May 27, 2003**

Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



048542



#9011777517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



27R03 0 0100
2.....8.....

1. How To Avoid A Finance Charge.

- a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR). The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - a. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - b. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 01GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231



CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

APR 28 - MAY 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,673.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$79.01
New Balance	\$3,787.70
Minimum Amount Due	\$429.00
Payment Due Date	June 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One is a proud sponsor of the American Film Institute's CBS primetime special presentation -- "AFI's 100 Years...100 Heroes & Villains: America's Greatest Screen Characters." Of the century's great film heroes and villains, who is the greatest hero and who is the greatest villain? Will the list contain James Bond, Rocky Balboa, Hannibal Lecter, Catwoman, Indiana Jones, Norman Bates? To find out the answers to these questions and many more, tune in to CBS, Tuesday, June 3 from 8-11 PM (EDT/PT) 7-10 PM (CDT).

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$35.00
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****Important Notice**** Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 05/27/2003 because your minimum payment was not received by the due date of 05/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,127.70	.07096%	25.90%	\$45.29
CASH	\$1,584.03	.07096%	25.90%	\$33.72

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 3787700146000429006

New Balance **\$3,787.70**
Minimum Amount Due **\$429.00**
Payment Due Date **June 27, 2003**
Total enclosed \$
Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail change below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050808

#9014877517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance As Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance As Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Indexed Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

013-102

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAY 28 - JUN 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,787.70
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$84.22
New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 JUN	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 06/27/2003 because your minimum payment was not received by the due date of 06/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,209.60	.07096%	25.90%	\$48.61
CASH	\$1,618.68	.07096%	25.90%	\$35.61

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4388642294278547 27 3906920146000546004

New Balance **\$3,906.92**
Minimum Amount Due **\$546.00**
Payment Due Date **July 26, 2003**
Total enclosed \$
Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050965

#9017977517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

27903 00100
2-11

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., each advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any special finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including, any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 011GLBAK

50965S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231



CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUN 28 - JUL 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,906.92
Payments, Credits and Adjustments	\$20.00
Transactions	\$35.00
Finance Charges	\$83.63
New Balance	\$4,005.55
Minimum Amount Due	\$646.00
Payment Due Date	August 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 30 JUN PAYMENT RECEIVED - THANK YOU \$20.00-

Transactions

2 27 JUL PAST DUE FEE \$35.00

You were assessed a past due fee of \$35.00 on 07/27/2003 because your minimum payment was not received by the due date of 07/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,274.45	.07096%	25.90%	\$48.42
CASH	\$1,654.08	.07096%	25.90%	\$35.21

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4005550020000646007

New Balance **\$4,005.55**
Minimum Amount Due **\$646.00**
Payment Due Date **August 27, 2003**
Total enclosed \$
Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



048017



#9020877517042196# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

27H03 0 0100
2

1. How To Avoid A Finance Charge.

- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay the total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or H appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- 4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 01L0LBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1162

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUL 28 - AUG 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,005.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$74.00
Finance Charges	\$89.08
New Balance	\$4,168.63
Minimum Amount Due	\$4,168.63
Payment Due Date	September 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions- including auto loans, personal loans, CDs, money market accounts and more- to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MEMBER FEE	\$39.00
2	27 AUG	PAST DUE FEE	35.00

Remember, as long as you do not miss two consecutive minimum payments as calculated by the terms of your account, we will waive your annual membership fee for the upcoming year.

You were assessed a past due fee of \$35.00 on 08/27/2003 because your minimum payment was not received by the due date of 08/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,359.47	.07096%	25.90%	\$51.90
CASH	\$1,690.26	.07096%	25.90%	\$37.18

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4168630020004168634

New Balance **\$4,168.63**
Minimum Amount Due **\$4,168.63**
Payment Due Date September 27, 2003
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



046708

#9024077517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

27R03 0 0100
23-7-...

1. How To Avoid A Finance Charge.

- † a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Avoiding Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

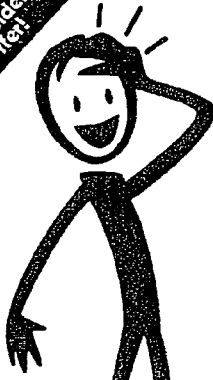
† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

**Special
Capital One
Offer!**



First 3 months half-price

\$4.97
a month,
\$9.95/mo. thereafter*

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: ONYX
Or visit www.peoplepc.com/go/onyx

003

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A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

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- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

CapitalOne®

VISA GOLD ACCOUNT
4388-6422-9427-8547

AUG 28 - SEP 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,168.63
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$92.68

New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003

Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions - including auto loans, personal loans, CDs, money market accounts and more - to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 SEP	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 09/27/2003 because your minimum payment was not received by the due date of 09/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,485.46	.07096%	25.90%	\$54.67
CASH	\$1,727.84	.07096%	25.90%	\$38.01

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4388642294278547 27 4296310020004296312

New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003
Total enclosed \$	
Account Number:	4388-6422-9427-8547

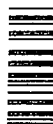
Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
@		
Email Address		

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



047753



#9027177517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



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A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: ONYX

Or visit www.peoplepc.com/go/onyx

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

APR on the front of this statement.

b. If the code P (Prime), L (1-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account or the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, and the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.

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27R03 C 0100

477535

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

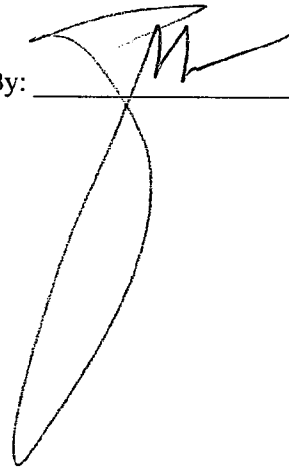


CERTIFICATE OF SERVICE

A true and correct copy of the Amended Complaint in Civil Action has been served by First Class Mail, postage pre-paid, on 20th day of April, 2007 upon the following:

Joseph Colavecchi, Esquire
221 East Market Street,
P.O. Box 131
Clearfield, Pa. 16830

By: _____

A handwritten signature, possibly "M", is written over a horizontal line. Below the line is a large, vertical, oval-shaped loop.

WWR No.

Law Offices
COLAVECCHI & COLAVECCHI

Joseph Colavecchi
Paul Colavecchi

221 East Market Street
(across from Courthouse)
P.O. Box 131
Clearfield, Pennsylvania 16830
(814) 765-1566
(800) 953-1566

FAX
(814) 765-4570

May 14, 2007

5414990
JCW

James C. Warmbrodt
Attorney at Law
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

In Re: Capital One Bank vs. Bonnie L. Campbell

Dear Mr. Warmbrodt:

I am enclosing, herein, the Preliminary Objections to Plaintiff's Amended Complaint in the above-captioned matter.

You will note the Court has issued an Order and directed a Rule to the plaintiff to appear and show cause why the Preliminary Objections should not be granted, said hearing is scheduled before the Court on June 6, 2007, at 10:30 a.m.

The Preliminary Objections and Rule are enclosed, herein.

Sincerely yours,


Joseph Colavecchi

JC:llh
Enclosures

cc: Bonnie L. Campbell

EXHIBIT

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
AMENDED COMPLAINT**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

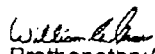
COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

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

MAY 08 2007

Attest.


Prothonotary/
Clerk of Courts

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. :
BONNIE L. CAMPBELL, :
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT**

Bonnie L. Campbell, Defendant in the above-captioned case, through her attorney, Joseph Colavecchi, Esquire, files her Preliminary Objections to the Amended Complaint of the Plaintiff and respectfully avers as follows:

1. Plaintiff filed an Amended Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about April 7, 2007, alleging a credit card account between Defendant and Capital One Bank.

2. Plaintiff has alleged that there is an unpaid balance in the amount of Four Thousand Two Hundred Ninety-six Dollars and Thirty-one Cents (\$4,296.31), plus interest at the rate of 25.90% per annum from September 27, 2003, to the date of judgment, plus costs.

3. Plaintiff further attached what are alleged to be true and correct copies of monthly statements on Defendant's account dated

March 27, 2003, through September 27, 2003. Plaintiff's first statement attached to their Amended Complaint alleges an unpaid balance as of March 27, 2003, in the amount of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84). However, Plaintiff fails to attach copies of the earlier statements leading up to the alleged previous balance of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84).

4. The alleged Credit Card Application which is actually described as a 30-Second Acceptance Certificate attached to Plaintiff's Amended Complaint is dated August 1, 2001. Plaintiff failed to attach copies of any statements from August 1, 2001, up to the first page of the statements attached which appears to be March 27, 2003.

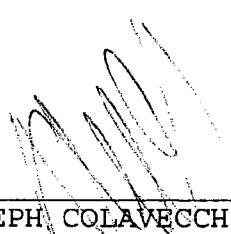
5. The alleged unpaid balance shown on the statement dated March 27, 2003, in the amount of Three Thousand Four Hundred Forty-six Dollars and Eighty-four Cents (\$3,446.84) described as "previous balance" comes out of nowhere.

6. Plaintiff has failed to produce the detailed statements of the account showing all purchases and/or charges made on said account from beginning of the alleged relationship between Plaintiff and Defendant up to the date of filing the Complaint.

7. Defendant is entitled to have a complete and itemized statement showing how Plaintiff arrived at the charges and the

demands made in the first Amended Complaint so that Defendant may enter into a proper defense of Plaintiff's claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Amended Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer to Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Bonnie L. Campbell
BONNIE L. CAMPBELL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

RULE

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant :

RULE

AND NOW, this 9 day of May, 2007, upon consideration of the foregoing Preliminary Objections to Plaintiff's Amended Complaint filed on behalf of the Defendant, a Rule is issued on the Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made Returnable the 10th day of June, 2007, at 10:30 A.M., Clearfield County Courthouse, Courtroom No. 1.

A total of one-half (1/2) hour has been set aside for this hearing.

BY THE COURT:

/S/ Fredric J Ammerman

JUDGE

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

MAY 09 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

v.

NO.: 2006-1615-CD

BONNIE L CAMPBELL ,

EXHIBIT

Defendant.

C

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.
2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.
3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.
4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.
5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.
6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or

her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the Credit Card referenced in the Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

Defendant has failed to make all required payments on the credit card.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

The attached monthly statements, from February 28, 2003 through August 28, 2003, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:


\$7,927.34 is a correct and accurate current balance of the credit card account in question.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED SHALL BE USED FOR THAT PURPOSE.**



James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS
CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR:05414990



30-Second Acceptance Certificate

Place the sticker here to request your card.

YES! I want my Pre-Approved Visa® Platinum card with a 0% introductory purchase APR!

Reply before: August 21, 2001

4722023328458 002 001

Bonnie L. Campbell
7 Brown St
Reynoldsville, PA 15851-1013

4136

Please cross out and change name or address if necessary.

5414990

3LSC

1. Tell us about yourself
Social Security Number

Date of Birth

FLORIAN A. CAMPBELL

814-653-8662

4924 9/03/55

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature Bonnie L. Campbell Date Aug 1 2001

UB10VLOT5



CUSTOMER AGREEMENT

welcome to Capital One.® We are pleased to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who opened the application and to anyone else who uses the account in any way. Each of you individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have told you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. Finance charges will continue to accrue on your unpaid balance, even if you pay the entire

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in relieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late

your next statement closing date, there is no grace period on any transactions.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this

Special Capital One Cardholder Offer

Now with **BONNIE L CAMPBELL** **FREE Accelerator** for the first 12 months* - a \$60 value

\$4.97 a month for first 3 months; \$9.95/mo. thereafter

SIGN UP TODAY!
1-888-587-9669
 Mention Offer Code: EMERALD
 Or visit www.peoplepc.com/go/emerald

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 A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

5/1/4440
 HSN+
 PA
 WLB

Capital One

VISA GOLD ACCOUNT
 4388-6422-9427-8547

FEB 28 - MAR 27, 2003
 Page 1 of 1

Account Summary

Previous Balance	\$3,446.84
Payments, Credits and Adjustments	\$107.08
Transactions	\$147.78
Finance Charges	\$53.01
New Balance	\$3,540.55
Minimum Amount Due	\$206.00
Payment Due Date	April 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,459.45
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,459.45

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 P.O. Box 85147
 Richmond, VA 23276
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	07 MAR	FRAUD ADJUSTMENT - CASH	\$101.50-
2	07 MAR	FINANCE CHARGE ADJUSTMENT - CASH-ADVANCE	.58-
3	07 MAR	ADJ- CASH ADVANCE FEE - FINANCE CHARGE	5.00-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

4	15 MAR	KWIK FILL #210 CLEARFIELD PA	\$17.28
5	20 MAR	FRAUD ADJUSTMENT - CASH	101.50
6	27 MAR	PAST DUE FEE	29.00

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturer's written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits or call 1-800-955-7070 now for complete benefit information.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,981.57	.05521% P	20.15%	\$30.63
CASH	\$1,447.43	.05521% P	20.15%	\$22.38

ANNUAL PERCENTAGE RATE applied this period 16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3540550146000206002

New Balance \$3,540.55
 Minimum Amount Due \$206.00
 Payment Due Date April 26, 2003
 Total enclosed \$
 Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



048306



#9008777517042194# MAIL ID NUMBER
 BONNIE L CAMPBELL
 5 GARDEN GRV
 DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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Acceleration is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at any time. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other balance transfers. If you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date, there is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account.

You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account as long as you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One OTLGLBAK

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2-5-000000

483065

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

012-1102

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAR 28 - APR 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,540.55
Payments, Credits and Adjustments	\$.00
Transactions	\$66.50
Finance Charges	\$66.64
New Balance	\$3,673.69
Minimum Amount Due	\$316.00
Payment Due Date	May 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,326.31
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,326.31

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

Transactions

1	27 MAR	CASH ADV. /614 LIBERTY DUBOIS PA		\$31.50
2	27 APR	PAST DUE FEE		35.00
3	27 APR	CASH ADVANCE FEE -- FINANCE CHARGE		5.00

You were assessed a past due fee of \$35.00 on 04/27/2003 because your minimum payment was not received by the due date of 04/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,052.71	.05521% P	20.15%	\$35.13
CASH	\$1,549.08	.05521% P	20.15%	\$26.51

ANNUAL PERCENTAGE RATE applied this period

22.20%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 3673690146000316002

New Balance **\$3,673.69**
Minimum Amount Due **\$316.00**
Payment Due Date **May 27, 2003**
Total enclosed \$
Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



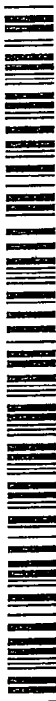
048542



#9011777517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



27R03 0 0100
2-8-00

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new special transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) then has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

- 3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- 4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
- 7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 011GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

073-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

APR 28 - MAY 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,673.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$79.01
New Balance	\$3,787.70
Minimum Amount Due	\$429.00
Payment Due Date	June 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One is a proud sponsor of the American Film Institute's CBS primetime special presentation -- "AFI's 100 Years...100 Heroes & Villains: America's Greatest Screen Characters." Of the century's great film heroes and villains, who is the greatest hero and who is the greatest villain? Will the list contain James Bond, Rocky Balboa, Hannibal Lecter, Carwoman, Indiana Jones, Norman Bates? To find out the answers to these questions and many more, tune in to CBS, Tuesday, June 3 from 8-11 PM (ET/PT) 7-10 PM (CDT).

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$35.00
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Important Notice Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 05/27/2003 because your minimum payment was not received by the due date of 05/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,127.70	.07096%	25.90%	\$45.29
CASH	\$1,584.03	.07096%	25.90%	\$33.72

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3787700146000429D06

New Balance **\$3,787.70**
Minimum Amount Due **\$429.00**
Payment Due Date **June 27, 2003**
Total enclosed \$
Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050808



#9014877517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



27R03 0100
2

1. How To Avoid A Finance Charge.
 - a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
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 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
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6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation. If possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 01GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

013-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAY 28 - JUN 27, 2003

Page 1 of 1

Account Summary

Previous Balance	\$3,787.70
Payments, Credits and Adjustments	\$.00
Transactions	\$35.00
Finance Charges	\$84.22
New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 JUN	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 06/27/2003 because your minimum payment was not received by the due date of 06/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

509605

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,209.60	.07096%	25.90%	\$48.61
CASH	\$1,618.68	.07096%	25.90%	\$35.61

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3906920146000546004

New Balance **\$3,906.92**
Minimum Amount Due **\$546.00**
Payment Due Date **July 26, 2003**

Total enclosed \$

Account Number: **4388-6422-9427-8547**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



509605



#9017977517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



27603 0 0100
2-----11--

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. 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We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. 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If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation. If possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2002 Capital One 011GLBAX</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231



Take Action!
Call Today!

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUN 28 - JUL 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,906.92
Payments, Credits and Adjustments	\$20.00
Transactions	\$35.00
Finance Charges	\$83.63
New Balance	\$4,005.55
Minimum Amount Due	\$646.00
Payment Due Date	August 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 30 JUN PAYMENT RECEIVED - THANK YOU \$20.00-

Transactions

2 27 JUL PAST DUE FEE \$35.00

You were assessed a past due fee of \$35.00 on 07/27/2003 because your minimum payment was not received by the due date of 07/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,274.45	.07096%	25.90%	\$48.42
CASH	\$1,654.08	.07096%	25.90%	\$35.21

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4005550020000646007

New Balance \$4,005.55
Minimum Amount Due \$646.00
Payment Due Date August 27, 2003

Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



048017



#9020877517042196# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance". In accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One OILGBAK</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

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CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUL 28 - AUG 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,005.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$74.00
Finance Charges	\$89.08
New Balance	\$4,168.63
Minimum Amount Due	\$4,168.63
Payment Due Date	September 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
P.O. Box 85147 P.O. Box 85615
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions- including auto loans, personal loans, CDs, money market accounts and more- to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MEMBER FEE	\$39.00
2	27 AUG	PAST DUE FEE	35.00

Remember, as long as you do not miss two consecutive minimum payments as calculated by the terms of your account, we will waive your annual membership fee for the upcoming year.

You were assessed a past due fee of \$35.00 on 08/27/2003 because your minimum payment was not received by the due date of 08/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,359.47	.07096%	25.90%	\$51.90
CASH	\$1,690.26	.07096%	25.90%	\$37.18

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4168630020004168634

New Balance **\$4,168.63**
Minimum Amount Due **\$4,168.63**
Payment Due Date September 27, 2003
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



046708

#9024077517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



27R03 0 0100
23-7

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK</p>
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46708S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Special Capital One Offer!

First 3 months half-price

\$4.97 a month; \$9.95/mo. thereafter

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peoplepc® online
 A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
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- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

VISA GOLD ACCOUNT

AUG 28 - SEP 27, 2003

4388-6422-9427-8547

Page 1 of 1

Account Summary

Previous Balance	\$4,168.63
Payments, Credits and Adjustments	\$.00
Transactions	\$35.00
Finance Charges	\$92.68

New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003

Total Credit Line	\$5,000
Total Available Credit	\$.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85147
 Richmond, VA 23276

Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions - including auto loans, personal loans, CDs, money market accounts and more - to one out of every three homes in the U.S.

Payments, Credits and Adjustments

Transactions

1	27 SEP	PAST DUE FEE	\$35.00
---	--------	--------------	---------

You were assessed a past due fee of \$35.00 on 09/27/2003 because your minimum payment was not received by the due date of 09/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,485.46	.07096%	25.90%	\$54.67
CASH	\$1,727.84	.07096%	25.90%	\$38.01

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 4296310020004296312

New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003

Total enclosed \$
 Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



0477635



#9027177517042194# MAIL ID NUMBER
 BONNIE L CAMPBELL
 5 GARDEN GRV
 DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: ONYX

Or visit www.peoplepc.com/go/onyx

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you agree that you are a Capital One customer.

*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on a transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previously billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment. However, if you paid the any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment of your account. However, if you paid the (if your new balance was zero or a credit amount), new purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total daily periodic rate, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code M appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Fixed), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One

01JLBAK

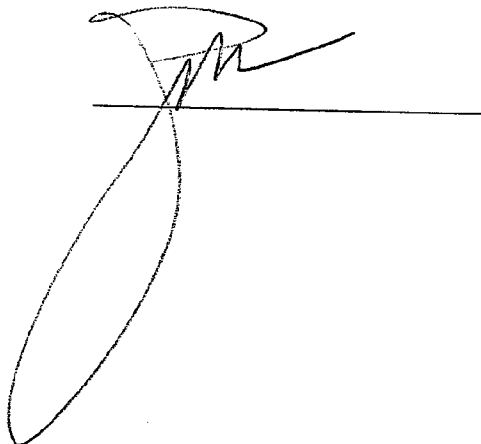
47753S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 20th day of April, 2007, upon the following:

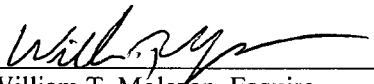
Joseph Colavecchi, Esquire
221 East Market Street,
P.O. Box 131
Clearfield, Pa. 16830

A handwritten signature is written above a horizontal line. Below the line is a large, hand-drawn circle or oval.

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served
by U.S. Mail, Postage Pre-Paid, on 25th day of October, 2007 upon the following:

Joseph Calavecchi, Esq.
221 East Market St
P.O.Box 131
Clearfield Pa 16830

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

BONNIE L. CAMPBELL,

Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

**ANSWER TO MOTION FOR SUMMARY
JUDGMENT**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED *no cc*
m110:47/64
NOV 01 2007
SM

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. :
BONNIE L. CAMPBELL, :
Defendant :

*ANSWER TO MOTION FOR
SUMMARY JUDGMENT*

NOW COMES, Bonnie L. Campbell, who, through her attorney, Joseph Colavecchi, Esquire, files her Answer to the Plaintiff's Motion for Summary Judgment and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. On the contrary, Defendant supplied James C. Warmbrodt, attorney for Plaintiff, with the Answer to the Request for Admissions and sent it to him under cover of letter dated May 8, 2007. A copy of the cover letter and Answer to the Request for Admissions is attached hereto.

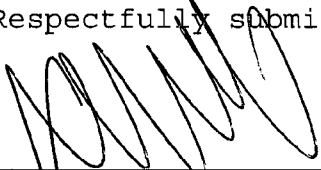
5. Denied. An Answer was filed to their Request for Admissions and served on attorney for the Plaintiff by letter dated May 8, 2007.

6. Denied. Defendant served Answers to the Request for Admissions on attorney for Plaintiff with letter dated May 8, 2007.

7. Denied. On the contrary it is up to the Plaintiff to prove the case at the trial through witnesses and in addition there is the defense of Statute of Limitations raised by Defendant.

WHEREFORE, Defendant asks that the Motion for Summary Judgment be dismissed and that the case proceed to trial.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

Law Offices
COLAVECCHI & COLAVECCHI

*Joseph Colavecchi
Paul Colavecchi*

*221 East Market Street
(across from Courthouse)
P.O. Box 131
Clearfield, Pennsylvania 16830
(814) 765-1566
(800) 953-1566*

*FAX
(814) 765-4570*

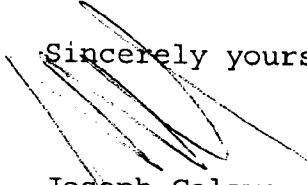
May 8, 2007

James C. Warmbrodt
Attorney at Law
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

In Re: Capital One Bank vs. Bonnie L. Campbell

Dear Mr. Warmbrodt:

I am enclosing, herein, the Answer to your First Request for Admissions in the above-captioned action. Three copies are enclosed, herein.


Sincerely yours,

Joseph Colavecchi

JC:llh
Enclosures

EXHIBIT
"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1615 - CD

vs.

BONNIE L. CAMPBELL,

Defendant

**ANSWER TO REQUEST FOR
ADMISSIONS UNDER RULE 4014**

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
:
VS. :
:
BONNIE L. CAMPBELL, :
Defendant :

**ANSWER TO REQUEST FOR ADMISSIONS
UNDER RULE 4014**

I, Bonnie L. Campbell, through my attorney, Joseph Colavecchi, Esquire, Answer this Request for Admissions served upon me by Capital One Bank pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, and respectfully aver as follows:

1. Bonnie Campbell signed the 30-Second Acceptance Certificate attached to the Plaintiff's Request for Admission on or about August 1, 2001.

2. It is denied that the Defendant has failed to make the required payments on the credit card. It is further averred that Defendant's affairs are handled by the Department of Mental Health and after reasonable investigation, she is unable to ascertain the truth of this averment.


3. Defendant denies that the monthly statements covering the period February 28, 2003, through August 28, 2003, correctly identify all payments, charges and balances on the account.

As set out above, Defendant is under the supervision of the Department of Mental Health and her financial affairs are handled by Mental Health. In addition, although the 30-Second Acceptance Certificate was signed by Defendant on or about August 1, 2001, the statements in the Request for Admissions only cover the period February 28, 2003, through August 28, 2003, and would be insufficient to identify the correct balance, if any, owing to Plaintiff.

4. Denied. As set forth above, Defendant has been under the supervision of the Department of Mental Health and because of a disability cannot remember any written dispute but does recall disputing the accuracy of the balance owed on the telephone.

It is respectfully objected that there are not sufficient statements attached to the Request for Admissions to make a full identification of the charges and amount alleged to be owed.

5. Refer to the Answer to Request for Admission No. 4.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer to Plaintiff's First Request for Admissions and Request for Production of Documents are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Bonnie L. Campbell
BONNIE L. CAMPBELL

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

CAPITAL ONE BANK
Plaintiff

No. 2006-1615-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

BONNIE L CAMPBELL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04180242
05 41 4940

FILED *mtl:36/CC*
NOV 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

vs.

BONNIE L CAMPBELL

Defendant

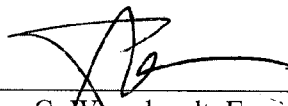
AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant's Counsel, Joseph Colavecchi, Esquire.

1. On or about November 08, 2007, Plaintiff received a signed Order of Court for a scheduled hearing on the Motion For Summary Judgment for December 18, 2007 @ 10:30 A.M. Said Order of Court is attached as Exhibit "1".

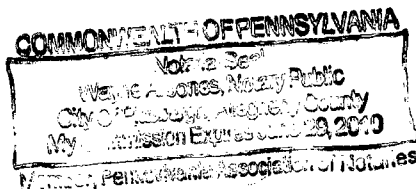
2. On or about November 09, 2007, Plaintiff mailed the Order of Court to 221 East Market Street, P.O. Box 131, Clearfield, PA. 16830.

WELTMAN, WEINBERG & REIS, CO., L.P.A.


James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#04180212

Sworn to and subscribed
before me this 9
day of November, 2007.


NOTARY PUBLIC



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

CAPITAL ONE BANK

Plaintiff

No. 2006-1615-CD

vs.

BONNIE L CAMPBELL
Defendant

ORDER OF COURT

AND NOW, to wit, this 5th day of November, 2007, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for December 18, 2007 at
10:30 (a.m.) p.m.

BY THE COURT:

/S/ Fredric J Ammerman

_____. J.

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

NOV 05 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

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

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant


*
*
*
*
*
*
*

NO. 06-1615-CD

ORDER

NOW, this 18th day of December, 2007, following argument on the Plaintiff's Motion for Summary Judgment, it is the ORDER of this Court that the said Motion be and is hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1cc Attys:
d/3:07/67 Warmbrodt
DEC 18 2007 J. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts (GK)

FILED

DEC 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/18/07

 You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

05414990

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Capital One Bank
(Plaintiff)

6851 Jericho Turnpike #190,
(Street Address)

Syosset, NY. 11791
(City, State ZIP)

CIVIL ACTION

No. 2006-1615-CD

Type of Case: Civil

Type of Pleading: Præcipe For Arbitration

VS.

Filed on Behalf of:

Bonnie L. Campbell
(Defendant)

Capital One Bank
(Plaintiff/Defendant)

5 Garden Grove
(Street Address)

Du Bois, PA. 15801
(City, State ZIP)

Wettman, Weinberg & Reis Co.
1400 Koppers Bldg.
436 7th Ave.
Pittsburgh, PA 15219
(412) 434-7955
(Address)

Wettman, Weinberg & Reis Co.
1400 Koppers Bldg.
436 7th Ave.
Pittsburgh, PA 15219
(412) 434-7955

FILED 1cc Atty
m12:27/2008 Wasm brodt
JAN 30 2008

William A. Shaw Atty pd 20.00
Prothonotary/Clerk of Courts

(Phone)

(Signature)

"Attorney For Plaintiff"

05414990

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Capital One Bank

Case Number: 2006-1615-CD

Defendant(s): Bonnie L. Campbell

To the Prothonotary:

Arbitration Limit: 30 min.

Type Trial Requested: Jury

 Non-Jury

Estimated Trial Time: 30 min.



Jury Demand Filed By:

Date Jury Demand Filed:

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

X [Signature]
(Signature)
"Attorney for Plaintiff"

1 / 108
(Date)

For the Plaintiff: James C. Warmbrodt, Esq. (412) 434-7455 Telephone Number

For the Defendant: Joseph Colavelli, Esq. (814) 765-1566 Telephone Number

For Additional Defendant: Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>James C. Warmbrodt, Esq.</u>	Address: <u>1400 Koppers Bldg., 436 7th Avenue,</u>	City/State/Zip: <u>Pittsburgh, PA. 15219</u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>
Name: <u>Joseph Colavelli, Esq.</u>	Address: <u>221 E. Market St. POB 131</u>	City/State/Zip: <u>Clearfield, PA. 16830</u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>
Name: <u>Bonnie L. Campbell</u>	Address: <u>5 Garden Grove</u>	City/State/Zip: <u>DuBois, PA. 15801</u>

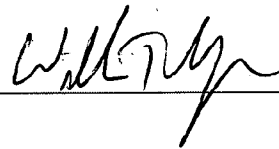
CERTIFICATE OF SERVICE

A true and correct copy of the Certificate of Readiness has been served by First Class

Mail, postage pre-paid, on 29 day of January, 2008 upon the following:

**Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Pob 131
Clearfield, Pa. 16830**

By: _____

A handwritten signature in black ink, appearing to be "W. H. R. Jr.", is written over a horizontal line.

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L CAMPBELL,

Defendant.

No. 2006-1615-CD

PLAINTIFF'S NOTICE
PURSUANT TO P.A.R.C.P. 1305(b)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5414990

FILED ^{NO CC}
m/12/19/08
FEB 11 2008 @

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 2006-1615-CD

vs.

BONNIE L CAMPBELL,

Defendant.

PLAINTIFF'S NOTICE PURSUANT TO PA.R.C.P. 1305(b)

AND NOW, comes the Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby gives notice pursuant to Pa.R.C.P. 1305(b) of its intention to offer into evidence at the arbitration hearing the following documents, the copies of which are attached hereto:

1. Credit Card Application
2. Monthly Statements dated October 28, 2001 through September 27, 2003.
3. Card Member Agreement

Respectfully Submitted:

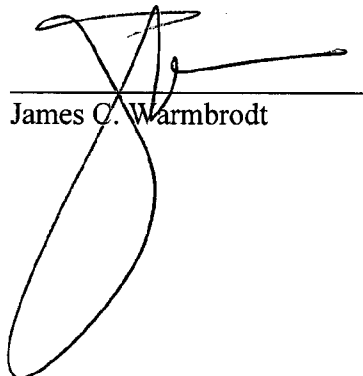


James C. Warmbrodt, Esquire
PA I.D. # 42524
WELTMAN, WEINBERG & REIS
CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Plaintiff's
Notice Pursuant to Pa.R.C.P. 1305(b) was served on the 7th day of
February 2008 by First class, U.S. Mail, postage-prepaid, addressed as follows:

Joseph Colavecchi, Esq.
Colavecchi & Colavecchi
221 E. Market St.
PO Box 131
Clearfield Pa 16830




James C. Warmbrodt



30-Second Acceptance Certificate

36
EXHIBIT
C
1

Place the sticker  here to request your card.

YES! I want my Pre-Approved Visa® Platinum card with a 0% introductory purchase APR!

Reply before: August 21, 2001

4722023328458 002 001

Bonnie L. Campbell
7 Brown St
Reynoldsville, PA 15851-1013

4136

Please cross out and change name or address if necessary.

1. Tell us about yourself
Social Security Number

Date of Birth

Signature

814-653-8662

-4924 9/03/55

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature Bonnie L. Campbell Date Aug 1 2001

UB10V/L01.5



L

You are pre-approved for our *new* Visa® card



4722999900041 001 001

George Sample

Apt 000

123 Any St

City, ST 00000

000000000000

Just remove the Platinum sticker from the envelope,
place it on the form below and mail before

August 21, 2001

SEND NO MONEY

You've already earned this opportunity.

Dear George Sample,

Your good credit has earned you this opportunity for a Visa Platinum® card. It carries more benefits than most standard cards. Plus, you'll have \$0 liability on unauthorized charges and a **0% introductory APR on all purchases** until January 2002. And there is **NO ANNUAL FEE** when you keep your account in good standing.† If you are not approved for a Visa Platinum card, you will automatically be considered for a Visa Gold card. (See the reverse for additional information.)

Get up to \$5,000 in fresh credit

And you could earn even more credit in just a few months. In the meantime, you can use your new card to shop anywhere that accepts Visa (over 20 million locations) and buy what you want in as little as 15 business days!

Enjoy Platinum features

Plus, you can also take advantage of exclusive Platinum benefits such as free Auto Rental Insurance, Warranty Manager Service, Travel & Emergency Assistance, Travel Accident Insurance and a Year-End Summary.

Simply return the form below

There's no application fee, so you send no money to apply. Just place the Platinum sticker on the Acceptance Certificate and mail it back in the enclosed postage-paid envelope. Or to request your card even faster, call us now toll free at 1-800-CAPITAL (227-4825).

Sincerely,



Peter A. Schnall
Senior Vice President

P.S. Be sure to use the Platinum sticker if you reply by mail. It tells us you want this card in your wallet.

Please print clearly in black or blue ink. Detach and return in the enclosed envelope.



30-Second Acceptance Certificate

Place the sticker ▲ here to request your card.

YES! I want my Pre-Approved Visa® Platinum card with a 0% introductory purchase APR!

Reply before: August 21, 2001

4722999900041 001 001

George Sample
Apt 000
123 Any St
City, ST 00000

Please cross out and change name or address if necessary.

4136

1. Tell us about yourself

Social Security Number

Date of Birth

Home Phone

2. Sign Here

I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature

Date

George Sample

UB10VL01.5



8 reasons to accept your new Visa Platinum card

1. You're pre-approved
2. 0% introductory APR on all purchases
3. Up to \$5,000 in credit
4. No annual fee (when you keep your account in good standing)
5. Auto Rental Insurance
6. Warranty Manager Service
7. Zero liability (if your card is ever lost or stolen)
8. Travel Accident Insurance

Just mail back the attached form or call toll free 1-800-CAPITAL.

IMPORTANT DISCLOSURES

Card Center, P.O. Box 85646, Richmond, VA 23285-5546

ANNUAL PERCENTAGE RATE for purchases*	A fixed introductory rate of 0.0% through your January 2002 billing period. Beginning with your February 2002 billing period, a variable rate currently equal to 23.9% (0.00048% daily periodic rate). Your rate may increase to a variable rate of Prime plus 18.4%, currently equal to 24.4% (0.00085% daily periodic rate) based on the conditions specified below. Rate in effect as of 4/1/01.*
Variable rate information	Beginning with your February 2002 billing period, your Annual Percentage Rate may vary quarterly. The rate will be determined by adding 15.9% to the Prime rate as published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day of Dec., Mar., June and Sept. or, if not published on that date, as published on the immediately preceding publication date and will take effect on the first day of your Jan., Apr., July and Oct. billing periods.
Grace period for repayment of the balance for purchases	A minimum of 25 days without a finance charge on new purchases if the New Balance is paid in full each month by the payment due date.
Method of computing the balance used in calculating finance charges for purchases	Average daily balance (including new purchases).
Annual membership fee	\$0 the first year; thereafter, \$0 for every year in which, during the 12 billing cycles prior to the annual membership fee being billed, you have not gone two consecutive billing cycles or more past due, otherwise \$38.
Minimum finance charge	For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
Miscellaneous fees	Cash advance fee: 3% of amount of the cash advance, but not less than \$5.00. Late payment fee: \$25. Over-the-credit-limit fee: \$25.

Returned check fee: \$20

ANNUAL PERCENTAGE RATE for cash advances including convenience checks: a variable rate of Prime plus 15.9%, currently equal to 23.9% (0.00048% daily periodic rate). Rate in effect as of 4/1/01.

*If we do not receive your minimum monthly payment, as calculated by the terms of your account, for two consecutive billing periods, the rate for purchases, cash advances and balance transfers may be increased as specified above. The increase will become effective no later than two billing periods following the date you reach the specified past due status.

*You have been pre-approved for a Capital One Visa Platinum or Visa Gold credit card account. The Visa Platinum account comes with Platinum benefits and offers a credit line of \$5,000. If we are unable to issue you a Capital One Visa Platinum account, we will consider you for a Capital One Visa Gold account, which comes with Gold benefits and a credit line of at least \$500. The Capital One Gold terms are the same terms as described above (in Important Disclosures), however, Platinum benefits are available only to Platinum cardholders.

Minimum Payment: 3% of your outstanding balance or \$15, whichever is greater. If your balance is less than \$15, your minimum payment will equal your balance amount.

Refer to enclosure for additional important disclosures.

Miscellaneous Information

I am applying to Capital One Bank (Capital One®) for a credit card account. I understand:

1) this offer is based on an initial assessment that I met Capital One's initial criteria for creditworthiness.

2) my credit line will be determined after Capital One receives my acceptance of this offer;
 3) I must be at least 18 years of age and a U.S. citizen or permanent resident alien to qualify for this offer;
 4) I may be ineligible if I have responded to a previous offer for a credit card issued by Capital One within the last 45 days or if I have been approved for a previous offer of a credit card issued by Capital One;
 5) Capital One maintains the right not to open my account if:
 a) the information provided on or with my response is incomplete, inaccurate or unverifiable, or if I no longer meet Capital One's standards for creditworthiness;
 b) my name and/or mailing address has been altered;
 c) Capital One receives my response after the offer has expired.
 - I authorize Capital One to check my credit and employment history and to answer questions about its credit experience with me.
 - I will receive the Capital One Customer Agreement and am bound by its terms and all future revisions.
 - This offer is nontransferable and is void to residents of GU, PR, VI and all other U.S. dependent areas.
 - An applicant, if married, may apply for a separate account.
 - Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved.
 - Capital One supports information privacy protection: See our website at www.capitalone.com.
California Residents: Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.
New York and Vermont Residents: Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8888) for a comparative list of credit card rates, fees and grace periods.
Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.
FAIR CREDIT REPORTING ACT NOTICE: You were selected for this offer based upon the information in your credit report which satisfied Capital One's criteria for creditworthiness. Grant of this offer, after you respond to it, is conditioned upon your satisfying the creditworthiness criteria used to select you for the offer and upon your satisfying any applicable criteria bearing on your creditworthiness, including your income, employment and any other information provided on your application. You have the right to prohibit information contained in your credit report from being used in connection with any credit or insurance transaction that is not initiated by you. You may exercise this right by contacting the credit reporting agencies' notification systems at: Experian Target Marketing, P.O. Box 919, 701 Equarian Parkway SE, Allen, TX 75013, 1-888-667-8888; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123, 1-888-567-8888; Trans Union Corporation, Attn: Marketing Opt Out, P.O. Box 518239, Jackson, MS 39239-7329, 1-888-567-8888.

UNBKKLO:5

There are **2** simple ways to reply.

1. Telephone



Call 1-800-CAPITAL today.

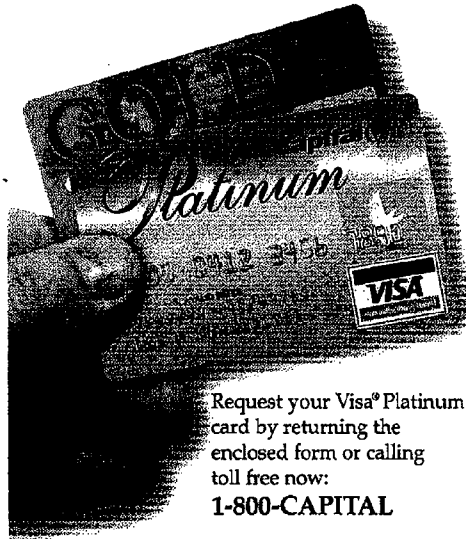
2. Mail



Complete the Acceptance Certificate on the other side and return it in the enclosed postage-paid envelope.

If return envelope is missing, please mail your completed Acceptance Certificate to: Approval Department • P.O. Box 85546 • Richmond, VA 23285-5546

You've earned it!



Request your Visa® Platinum
card by returning the
enclosed form or calling
toll free now:
1-800-CAPITAL

- Credit line up to \$5,000
- 0% introductory APR
on all purchases
- Full Platinum benefits

More ►

Get full Platinum benefits at *no extra cost!*

You are pre-approved

That means all you have to do is send back the enclosed form with the Platinum sticker, or call us toll free at 1-800-CAPITAL to request your new card. You've earned this offer.

Worldwide toll-free assistance

Call your Visa representatives anytime, day or night, to take advantage of all your Platinum card features.

Auto Rental Insurance

Save up to \$20 a day when you use your new Visa Platinum card to rent a car. Just say "no thanks" when the clerk asks you if you want insurance. You're already covered!

Warranty Manager Service

Almost any item you purchase with your new card will be covered for double the original US repair warranty up to one year on warranties of three years or fewer.

Emergency Card Replacement

If your card is lost or stolen, Visa will replace it within 24 hours domestically and one business day internationally.

\$0 Liability

All Visa cards carry \$0 liability. So if your card (or account number) is ever lost or stolen, online or anywhere, you pay nothing for fraudulent charges.

Travel Accident Insurance

Use your new Visa Platinum card to purchase tickets, and you'll be insured for at least \$150,000 every time you travel.

Travel & Emergency Assistance

Quick help is just a toll-free phone call away. Get medical referrals, emergency transportation, lost luggage services and more. You will receive more information about all of these benefits with your welcome kit.

additional features ►

UB1V.B01

Accepted just about everywhere

Your new card can be used at
over 20 million locations and
530,000 Visa/PLUS® ATMs
around the world.

Send no money

Because you are already
pre-approved, there is no need
to send any cash. Just follow
the steps below.

Request your card today

Simply fill in the enclosed form,
place your sticker on it and
mail it back in the enclosed
postage-paid envelope or call us
toll free now:

1-800-CAPITAL



YOUR BILLING RIGHTS.
KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

IMPORTANT INFORMATION ABOUT YOUR CREDIT CARD ACCOUNT

FINANCE CHARGE.

1. Transactions which are not subject to a grace period are assessed Finance Charges from the date of the transaction or from the date the transaction is processed to your Account or from the first calendar day of the current Billing Period. Cash advances (the Cash Advance segment) and special transfers (if your Account includes a Special Transfer segment) may not avoid Finance Charges.
2. **Cash Advance, Purchase/Other Charges and Special Transfer or Special Purchase Segments (If Your Account Includes a Special Transfer or Special Purchase Segment).**
Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, special purchase) by the corresponding daily periodic rate(s) that has been disclosed to you. At the end of each day during the billing cycle, we apply the daily periodic rate for each segment of your account to the daily balance of such segment for that day. Then, at the end of the billing cycle, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We sum the results from each segment to arrive at the total periodic finance charge for your account. To get the separate daily balances for each segment of your account each day, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance. We then subtract any payments or credits posted as of that day that are allocated to each segment. This gives us the separate daily balance for each segment of your account. However, the daily balance for purchases or special purchases is considered to be zero for each day of the current billing cycle if you paid in full the New Balance, if any, shown on your previous statement (or if your New Balance was zero or a credit amount). To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
3. **Determining Daily Periodic Rates.**
Divide the corresponding Annual Percentage Rates by 365 and round to the nearest 1/100,000th of 1%, not to exceed the maximum allowed by applicable law. If the daily periodic rates and corresponding Annual Percentage Rates increase, the Finance Charge will increase and your minimum payment may be greater. Refer to the IMPORTANT DISCLOSURES for daily periodic rates and Annual Percentage Rates.

OTHER CHARGES.

Copying Charge: \$3.00 for a copy of a Periodic Statement and \$2.00 for a copy of a transaction (fee imposed per copy).

P.O. Box 85149
Richmond, VA 23295-0001

**PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
CAPITAL ONE**

Request your new card with this sticker.

4722999900041	001	001
George Sample		
Apt 000		
123 Amy St		
City, ST 00000		
XXXXXXXXXXXXXXXXXXXX		

**Up to \$5,000 in credit
Pre-approved
Exclusive Platinum benefits
Send no money**

Special Offer for Capital One® Cardholders!
The American Tourister Portside III 3-Piece Luggage Set
Special Offer Price of \$99.95
Compare at \$250.00

The American Tourister Portside III three-piece set consists of a Tote, Carry-on and a 28" Upright. This casual collection is perfect for your travel needs. Fashioned in rugged black 800 Denier polyester. Large front pockets to hold items you need to get to quickly. 28" Upright rolls smoothly over most surfaces, which helps you reach your destination easily. The two carry-on pieces attach easily to the Upright, which makes moving your luggage hassle free.

Three great pieces at one low price! Act now!

Limited time offer! Call 1-800-547-BAGS, Extension 7168

To take advantage of this offer, this offer expires 12/31/02. Florida residents will be charged applicable sales tax. Add \$9.99 for shipping and handling. Domestic shipments only. Available only in black #346304. NOT AVAILABLE IN STORES AT THIS PRICE.



Samsonite
Company Since 1910

Capital One

VISA GOLD ACCOUNT
4388-6428-2918-8987

OCT 28 - NOV 27, 2001
Page 1 of 1

Account Summary

Previous Balance	\$5.00
Payments, Credits and Adjustments	\$5.00
Transactions	\$125.52
Finance Charges	\$5.00
New Balance	\$125.52
Minimum Amount Due	\$15.00
Payment Due Date	December 27, 2001
Total Credit Line	\$5,900
Total Available Credit	\$4,774.48
Credit Line for Cash	\$5,900
Available Credit for Cash	\$4,774.48

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-1637

For free online account services, special customer offers, log on to:
www.capitalone.com

Send payments to:
Auto Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-0015

Payments, Credits and Adjustments

Transactions

1 29 OCT	LOWES #1010 DUBOIS PA	\$156.88
2 16 NOV	NME*MAGAZINE ORDER 800-235-0826 FL	68.64

****Important Notice**** Recently, you received a letter from Capital One containing an important legal notice about a change to your Customer Agreement to add an arbitration provision. Please review the arbitration provision carefully as it affects your rights.

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl in which two of America's top college teams compete in their final game of the season. As football action you want to miss, be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Annual rate	Compounding	FINANCE CHARGE
PURCHASES	\$5.00	00000%	00%	\$5.00
CASH	\$5.00	06200%	21.99%	\$5.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

483045

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642029188987 27 0225520000000015009

New Balance	\$125.52
Minimum Amount Due	\$15.00
Payment Due Date	December 27, 2001

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



#90332787534454978 MAIL TO NUMBER
RONNIE T. CAMPBELL
7 BROWN ST
REYNOLDSVILLE PA 15951-1013



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Welcome to Create Your ServiceSM!

You've chosen the account service that fits your life.



Have you selected your preference for your:

Due Date? N
Statement? Y
Alerts? Y
Form of Communication? Y

Call 1-800-955-7070 if you have any questions.

Capital One

VISA GOLD ACCOUNT
4388-6421-0050-5313

NOV 28 - DEC 27, 2001
Page 1 of 1

Account Summary

Previous Balance	\$235.52
Payments, Credits and Adjustments	\$109.51
Transactions	\$200.00
Finance Charges	\$5.00
New Balance	\$316.01
Minimum Amount Due	\$15.00
Payment Due Date	January 26, 2002
Total Credit Line	\$5,000
Total Available Credit	\$4,683.99
Credit Line for Cash	\$5,000
Available Credit for Cash	\$4,683.99

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-303-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 45147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 45015
Richmond, VA 23285-5015

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl in which two of America's top college teams compete in their final game of the season. In football action you won't want to miss so be sure to check your local listings for games and times.

Payments, Credits and Adjustments

1	11 DEC	NME-MAGAZINE ORDER CREDIT	\$68.64
2	14 DEC	FRAUD ADJUSTMENT - PURCHASE	25.87
3	19 DEC	PAYMENT RECEIVED - THANK YOU	15.00

Transactions

4	30 NOV	PAYLESSSHOESLTD0039628 DURDIS PA	\$27.58
5	08 DEC	AMES DEPT STOR00005371 DU BOIS PA	24.08
6	12 DEC	NYS MEDIA LTD 716-6260100 NY	25.87
7	21 DEC	AMES DEPT STOR00005298 PUNXSUTAWNEY PA	54.99
8	22 DEC	AMES DEPT STOR00005298 PUNXSUTAWNEY PA	23.64
9	27 DEC	AMES DEPT STOR00005298 PUNXSUTAWNEY PA	43.44

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly on your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASER	\$316.01	0.0000%	20%	\$0.00
CASH	\$0.00	0.0000%	21.00%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

MA

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

0000000 0 4388642100605313 27 0316010015000015004

New Balance	\$316.01
Minimum Amount Due	\$15.00
Payment Due Date	January 26, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



89036226071722359 MAIL TO NUMBER
BO NIE L CAMPBELL
7 BROWN ST
RY HOLSVILLE PA 15851-1013

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One

KYFF

Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

Capital One

VISA GOLD ACCOUNT
4388-6421-0060-5313

DEC 28, 2001 - JAN 27, 2002
Page 1 of 1

Account Summary

Previous Balance	\$316.01
Payments, Credits and Adjustments	\$15.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$301.01
Minimum Amount Due	\$15.00
Payment Due Date	February 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$4,698.99
Credit Line for Cash	\$5,000
Available Credit for Cash	\$4,698.99

Payments, Credits and Adjustments

1	23 JAN	PAYMENT RECEIVED - THANK YOU	\$15.00
---	--------	------------------------------	---------

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-963-3837

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85915
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Finance Charges

Please see reverse side for important information

	Balance now applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$13.59	00000%	26%	\$0.00
CASH	\$0.00	036000%	28.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

5843A

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

0000000 0 4388642100605313 27 0301010015000015001

New Balance	\$301.01
Minimum Amount Due	\$15.00
Payment Due Date	February 27, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



890027260717223586 MAIL TO NUMBER
RONNIE L CAMPBELL
7 BROWN ST
REYNOLDSVILLE PA 15851-1013

000340



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

CapitalOne

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**Keep your
Finances Fit**

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
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KYFF-1001

CapitalOneVISA GOLD ACCOUNT
4388-6421-0060-5313JAN 28 - FEB 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$301.01
Payments, Credits and Adjustments	\$15.00
Transactions	\$1,311.83
Finance Charges	\$27.62
New Balance	\$1,625.46
Minimum Amount Due	\$48.00
Payment Due Date	March 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$3,374.54
Credit Line for Cash	\$5,000
Available Credit for Cash	\$3,374.54

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-901-3637

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 8501-5
P.O. Box 85147	Richmond, VA 23285-1015
Richmond, VA 23276	

Payments, Credits and Adjustments

1	16 FEB	PAYMENT RECEIVED - THANK YOU	\$15.00
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Transactions

2	03 FEB	CASH ADV. #614 LIBERTY DUBOIS PA	\$221.50
3	05 FEB	WAL MART DU BOIS PA	10.00
4	06 FEB	BALANCE TRANSFER WAL-MART	760.50
5	06 FEB	BALANCE TRANSFER SEARS MASTERCARD	238.78
6	14 FEB	WAL MART DU BOIS PA	11.06
7	25 FEB	TLG*GREAT FUN 35267672 800-200-1603 CT	69.99
8	27 FEB	CASH ADVANCE FEE - FINANCE CHARGE	6.65

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$1,330.94	0.5651%P	20.65%	\$18.08
CASH	\$164.82	0.5651%P	20.65%	\$3.86

ANNUAL PERCENTAGE RATE applied this period

26.46%

3562A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642100605313 27 1625460015000048006

New Balance	\$1,625.46
Minimum Amount Due	\$48.00
Payment Due Date	March 27, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using please re block list.

Street	Appt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

003562

49005926071722351 MAIL TO NUMBER
RONNIE L CAMPBELL
7 BROWN ST
REYNOLDSVILLE PA 15851-1013

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One

KYFF

Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
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KYFF-1001

Capital One

VISA GOLD ACCOUNT
4388-6421-0060-5313

FEB 28 - MAR 27, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,625.46
Payments, Credits and Adjustments	\$48.00
Transactions	\$71.98
Finance Charges	\$26.77
New Balance	\$1,676.21
Minimum Amount Due	\$50.00
Payment Due Date	April 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$3,323.79
Credit Line for Cash	\$5,000
Available Credit for Cash	\$3,323.79

Payments, Credits and Adjustments

1	25 MAR	PAYMENT RECEIVED - THANK YOU	\$48.00
---	--------	------------------------------	---------

Transactions

2	06 MAR	WAL MART DU BOIS PA	\$71.98
---	--------	---------------------	---------

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-900-1637

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Finance Charges

Please see reverse side for important information

	Default rate applied in	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,650.28	0.66581%	20.65%	\$13.12
CASH	\$230.09	0.66581%	20.65%	\$3.65

ANNUAL PERCENTAGE RATE applied this period

20.65%

3612A

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

0000000 0 4388642100605313 27 1676210048000050009

New Balance	\$1,676.21
Minimum Amount Due	\$50.00
Payment Due Date	April 27, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	Alt Home Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



003612

890087260717223524 MAT1 ID NUMBER
BONNIE L CAMPBELL
7 BROWN ST
REYNOLDSVILLE PA 15851-1013



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

CapitalOne

KYFF

Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
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KYFF-1001

CapitalOne

VISA GOLD ACCOUNT
4388-6421-0060-5313

MAR 28 - APR 27, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,676.21
Payments, Credits and Adjustments	\$50.00
Transactions	\$71.16
Finance Charges	\$29.96
New Balance	\$1,727.33
Minimum Amount Due	\$51.00
Payment Due Date	May 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$3,272.67
Credit Line for Cash	\$5,000
Available Credit for Cash	\$3,272.67

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-5637

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 1550-S
P.O. Box 85147 Richmond, VA 23285-5315
Richmond, VA 23276

Important Account Information

Auto Rental Insurance-Receive auto rental coverage at no cost for damage due to collision or theft. Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Warranty Manager-Automatically doubles manufacturers' written U.S. repair warranty up to one year on warranties of 3 years or less. Register your purchases by phone or online. Certain restrictions and conditions apply. Go to www.visa.com/usa/repair or call 1-800-955-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	19 APR	PAYMENT RECEIVED - THANK YOU	\$50.00
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Transactions

2	04 APR	SHEETZ #148 DUBOIS PA	\$10.96
3	05 APR	EXXONMOBIL75 29148434 REYNOLDSVILLE PA	19.22
4	21 APR	EXXONMOBIL75 29148434 REYNOLDSVILLE PA	18.78
5	21 APR	LOWES #1010 DUBOIS PA	22.20

Finance Charges

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,487.29	.0562875P	20.65%	\$26.09
CASH	\$230.91	.0562875P	20.65%	\$3.87

ANNUAL PERCENTAGE RATE applied this period

20.65%

3202A

PLEASE RETURN PORTION BELOW WITH PAYMENT.

CapitalOne

0000000 0 4388642100605313 27 1727330050000051008

New Balance **\$1,727.33**
Minimum Amount Due **\$51.00**
Payment Due Date **May 27, 2002**
Total enclosed \$

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



890118260717223558 MAIL TO NUMBER
BONNIE L CAMPBELL
7 BROWN ST
REYNOLDSVILLE PA 15851-1013

003292



Please write 4388-6421-0060-5313 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One

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**Keep your
Finances Fit**

- Know your credit limit and the amount of credit available for your use.
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KYFF-1001

Capital OneVISA GOLD ACCOUNT
4388-6421-0060-5313APR 28 - MAY 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$1,727.33
Payments, Credits and Adjustments	\$51.00
Transactions	\$172.30
Finance Charges	\$31.73
New Balance	\$1,880.36
Minimum Amount Due	\$56.00
Payment Due Date	June 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$3,119.64
Credit Line for Cash	\$5,000
Available Credit for Cash	\$3,119.64

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-933-1637

Send payments to: Send inquiries to:

Attn: Remittance Processing Capital One Services

Capital One Services P.O. Box 5015

P.O. Box 85147 Richmond, VA 23215-5015

Richmond, VA 23276

Important Account Information

Capital One is a proud sponsor of the American Film Institute's CBS primetime special presentation - **AFI's 100 YEARS-100 PASSIONS**. If you love movies, tune in to CBS, Tuesday, June 11 from 8-11 PM (ET/PT) 7-10 PM (CT), as AFI counts down the 100 greatest love stories from the past 100 years of filmmaking. Which of your favorite films will be honored? Could it be **THE WAY WE WERE**, **WEST SIDE STORY**, **CASABLANCA**, **PRETTY WOMAN**, **SLEEPLESS IN SEATTLE** or another one of your favorites? You'll have to watch to find out. Don't miss it!

Payments, Credits and Adjustments

1	27 MAY	PAYMENT RECEIVED - THANK YOU	\$51.00
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Transactions

2	05 MAY	KMART 09019642 CLEARFIELD PA	\$164.31
3	17 MAY	UNI MARTS 44078 DUBOIS PA	7.99

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,648.71	0.5618%	10.65%	\$21.00
CASH	\$239.84	0.5618%	10.65%	\$3.73

ANNUAL PERCENTAGE RATE applied this period 20.65%

5185A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642100605313 27 1880360051000056002

New Balance **\$1,880.36**

Minimum Amount Due **\$56.00**

Payment Due Date **June 27, 2002**

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Bank

P.O. Box 85147

Richmond, VA 23276



005185

890148260717223528 MAIL TO NUMBER

RONNIE L. CAMPBELL

7 BROWN ST

REYNOLDSVILLE PA 15851-1013

Please write 4388-6421-0060-5313 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

CapitalOne

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Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
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- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOneVISA GOLD ACCOUNT
4388-6422-1231-4234MAY 28 - JUN 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$1,883.36
Payments, Credits and Adjustments	\$0.00
Transactions	\$56.36
Finance Charges	\$33.37
New Balance	\$1,970.09
Minimum Amount Due	\$115.00
Payment Due Date	July 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$3,029.91
Credit Line for Cash	\$5,000
Available Credit for Cash	\$3,029.91

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-993-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23215-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	21 JUN	UNI-MART #4063 DUBOIS PA	\$16.34
2	22 JUN	BILO FOODS #9003 SC2 DUBOIS PA	10.42
3	27 JUN	PAST DUE FEE	29.00

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,284.81	0.5658%P	20.65%	\$29.55
CASH	\$217.64	0.5658%P	20.65%	\$3.82

ANNUAL PERCENTAGE RATE applied this period

20.65%

00001

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642212314234 27 1970090051000115005

New Balance	\$1,970.09
Minimum Amount Due	\$115.00
Payment Due Date	July 27, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink

Street _____ Apt. # _____

City _____ State _____ ZIP _____

Home Phone _____ Alternate Phone _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



890179075101171028 MAIL TO NUMBER
RONNIE J. CAMPBELL
PO BOX 185
REYNOLDSVILLE PA 15851-0185

005668

Please write 4388-6422-1231-4228 if your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One

KYFF

**Keep your
Finances Fit**

- Know your credit limit and the amount of credit available for your use.
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KYFF-1001

Capital OneVISA GOLD ACCOUNT
4388-6422-1231-4234JUN 28 - JUL 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$1,970.00
Payments, Credits and Adjustments	\$111.00
Transactions	\$105.04
Finance Charges	\$18.17
New Balance	\$2,002.30
Minimum Amount Due	\$64.00
Payment Due Date	August 27, 2002
Total Credit Line	\$3,000
Total Available Credit	\$2,997.70
Credit Line for Cash	\$5,000
Available Credit for Cash	\$2,997.70

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	28 JUN	PAYMENT RECEIVED - THANK YOU	\$60.00-
2	16 JUL	PAYMENT RECEIVED - THANK YOU	\$1.00+

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

3	25 JUN	BILO FOODS #9003 SC2 DUBOIS PA	\$7.22
4	04 JUL	EXXONMOBIL 75 29148434 REYNOLDSVILLE PA	7.82
5	12 JUL	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	21.50
6	23 JUL	THE GLOWING PLAINS JOINTOWN PA	27.51
7	23 JUL	MAURICES #1200 DUBOIS PA	11.99
8	27 JUL	PAST DUE FEE	19.00
9	27 JUL	CASH ADVANCE FEE - FINANCE CHARGE	5.00

Finance Charges

Please see reverse side for important information

	Interest rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,733.53	0.665896%	20.65%	\$29.29
CASH	\$228.59	0.665896%	20.65%	\$3.81

ANNUAL PERCENTAGE RATE applied this period

23.44%

51897

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642212314234 27 2002300051000064009

New Balance \$2,002.30
Minimum Amount Due \$64.00
Payment Due Date August 27, 2002

Total enclosed \$

Please print address changes below using black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



005759

#90209075101171078 MAIL TO NUMBER
RONNIE T. CAMPBELL
PO BOX 185
REYNOLDSVILLE PA 15851-0185



Please write 4388-6422-1231-4234 your check or money order made payable to Capital One Bank and mail in the enclosure envelope.

CapitalOne

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**Keep your
Finances Fit**

- Know your credit limit and the amount of credit available for your use.
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KYFF-1001

CapitalOneVISA GOLD ACCOUNT
4388-6422-1231-4234JUL 28 - AUG 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$2,062.30
Payments, Credits and Adjustments	\$93.00
Transactions	\$363.32
Finance Charges	\$49.27
New Balance	\$2,321.89
Minimum Amount Due	\$69.00
Payment Due Date	September 27, 2002
Total Credit Line	\$1,000
Total Available Credit	\$1,678.11
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,678.11

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to: Send inquiries to:

Attn: Remittance Processing Capital One Services

Capital One Services P.O. Box 83015

P.O. Box 85147 Richmond, VA 23285-5015

Richmond, VA 23276

Payments, Credits and Adjustments

1	27 AUG	Cap 1 PaybyPhonePost AuthDate 27-AUG	\$64.00
2	27 AUG	PAST DUE FEE CREDIT	29.00

Transactions

3	05 AUG	WAL MART DU BOIS PA	\$11.82
4	10 AUG	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	341.50
5	27 AUG	CAPITAL PAY FEE	10.00
6	27 AUG	CASH ADVANCE FEE -- FINANCE CHARGE	10.25

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374. You could save \$400* by comparing rates. Meritline code P700. *Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

Congratulations! Because you have made 12 consecutive minimum payments, we will waive the annual membership fee for the upcoming year. Remember, as long as you do not miss two consecutive minimum payments as calculated by the terms of your account, we will continue to waive this fee.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,781.33	0.06396AP	20.65%	\$31.28
CASH	\$441.45	0.06599AP	20.65%	\$7.74

ANNUAL PERCENTAGE RATE applied this period

26.54%

55907

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642212314234 27 2321890064000069003

New Balance: **\$2,321.89**

Minimum Amount Due: **\$69.00**

Payment Due Date: **September 27, 2002**

Total enclosed \$

Please print address changes following Name and last line.

Name Apt #

City State ZIP

Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



000539

#9024007510117102# MATT. ID NUMBER

RONNIE L CAMPBELL

P.O. BOX 185

REYNOLDSVILLE PA 15851-0185



Please write 4388-6422-1231-4234 your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

CapitalOne

KYFF

**Keep your
Finances Fit**

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOneVISA GOLD ACCOUNT
4388-6422-1231-4234AUG 28 - SEP 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$2,321.89
Payments, Credits and Adjustments	\$69.00
Transactions	\$211.72
Finance Charges	\$51.78
New Balance	\$2,516.39
Minimum Amount Due	\$75.00
Payment Due Date	October 26, 2002
Total Credit Line	\$5,000
Total Available Credit	\$2,483.61
Credit Line for Cash	\$5,000
Available Credit for Cash	\$2,483.61

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23185-5015

Payments, Credits and Adjustments

1	23 SEP	PAYMENT RECEIVED - THANK YOU	\$69.00
---	--------	------------------------------	---------

Transactions

2	09 SEP	FEZELLS COUNTY MARK PUNXSY PA	\$15.64
3	15 SEP	CASH ADV. 4614 LIBERTY DUBOIS PA	11.50
4	21 SEP	WAL MART DU BOIS PA	120.13
5	25 SEP	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	41.50
6	25 SEP	WAL MART DU BOIS PA	12.93
7	27 SEP	CASH ADVANCE FEE - FINANCE CHARGE	10.80

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding ATR	FINANCE CHARGE
PURCHASES	\$1,780.28	1.5618%P	10.65%	\$31.23
CASH	\$461.40	1.5618%P	10.65%	\$10.55

ANNUAL PERCENTAGE RATE applied this period

26.09%

4558A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642212314234 27 2516390069000075006

New Balance	\$2,516.39
Minimum Amount Due	\$75.00
Payment Due Date	October 26, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



004559

990271075101171078 MAIL ID NUMBER
BONNIE L CAMPBELL
PO BOX 185
REYNOLDSVILLE PA 15851-0185



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Finances Fit**

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

CapitalOneVISA GOLD ACCOUNT
4388-6422-1231-4234SEP 28 - OCT 27, 2002
Page 1 of 1**Account Summary**

Previous Balance	\$2,516.39
Payments, Credits and Adjustments	\$75.00
Transactions	\$61.50
Finance Charges	\$48.00
New Balance	\$2,550.89
Minimum Amount Due	\$76.00
Payment Due Date	November 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$2,449.11
Credit Line for Cash	\$5,000
Available Credit for Cash	\$2,449.11

Payments, Credits and Adjustments

1	21 OCT	PAYMENT RECEIVED - THANK YOU	\$75.00
---	--------	------------------------------	---------

Transactions

2	14 OCT	EXXONMOBIL 75 29148434 REYNOLDSVILLE PA	\$30.00
3	25 OCT	CASH ADV. AIR MAIN ST REYNOLDSVILLE PA	41.50
4	27 OCT	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 45915
P.O. Box 55147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

Please provide your e-mail address on the remittance slip attached below and return with your payment. We are collecting this information to update our records. We may use this e-mail address to provide you with account information or offers you might find beneficial.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,183.95	05658AP	20.65%	\$31.58
CASH	\$549.16	05658AP	20.65%	\$11.02

ANNUAL PERCENTAGE RATE applied this period **22.74%**

8176A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642212314234 27 2550890075000076003

New Balance	\$2,550.89
Minimum Amount Due	\$76.00
Payment Due Date	November 27, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street	APT #
City	State
Home Phone	ZIP
Alt Home Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



008129
090300075101171048 MAIL ID NUMBER
RONNIE L CAMPBELL
PO BOX 185
REYNOLDSVILLE PA 15851-0185



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Capital One

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- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
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- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

Capital One

VISA GOLD ACCOUNT
4388-6422-1231-4234

OCT 28 - NOV 27, 2002
Page 1 of 1

Account Summary

Previous Balance	\$2,550.89
Payments, Credits and Adjustments	\$76.00
Transactions	\$263.07
Finance Charges	\$37.44
New Balance	\$2,796.30
Minimum Amount Due	\$83.00
Payment Due Date	December 27, 2002
Total Credit Line	\$5,000
Total Available Credit	\$2,203.70
Credit Line for Cash	\$5,000
Available Credit for Cash	\$2,203.70

Payments, Credits and Adjustments

1	16 NOV	PAYMENT RECEIVED - THANK YOU	\$76.00
---	--------	------------------------------	---------

Transactions

2	03 NOV	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	\$41.50
3	14 NOV	EXXONMOBIL 75 04211918 REYNOLDS PA	20.97
4	19 NOV	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	201.50
5	27 NOV	CASH ADVANCE FEE - FINANCE CHARGE	11.05

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitaloneowl.com today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who wins!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,879.29	0.6658%P	20.65%	\$33.86
CASH	\$763.68	0.5658%P	20.65%	\$11.43

ANNUAL PERCENTAGE RATE applied this period

26.05%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

0000000 0 4388642212314234 27 2796300076000083007

New Balance \$2,796.30
Minimum Amount Due \$83.00
Payment Due Date December 27, 2002
Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 95147
Richmond, VA 23276



#90332075101171078 MAIL TO NUMBER
BORNER E CAMPBELL
PO BOX 185
REYNOLDSVILLE PA 15851-0185

Please note: 4388-6422-1231-4234 your check/money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One

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Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

KYFF-1001

Capital One

VISA GOLD ACCOUNT
4388-6422-1231-4234

NOV 28 - DEC 27, 2002
Page 1 of 1

Account Summary

Previous Balance	\$2,796.30
Payments, Credits and Adjustments	\$5.00
Transactions	\$324.56
Finance Charges	\$15.05
New Balance	\$3,185.91
Minimum Amount Due	\$178.00
Payment Due Date	January 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,814.09
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,814.09

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
P.O. Box 85147
Richmond, VA 23276
Capital One Services
P.O. Box 85015
Richmond, VA 23265-5015

Important Account Information

In Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	01 DEC	EXXONMOBIL75 04211918 REYNOLDS PA	\$18.11
2	07 DEC	CASH ADV. /501 MAIN ST REYNOLDSVILLE PA	21.50
3	09 DEC	HAY HOUSE 108-645126 CA	22.95
4	18 DEC	CASH ADV. /SHAFFER ROAD DUBOIS PA	101.50
5	23 DEC	CASH ADV. /232 HAMPTON PURSUTAWNEY PA	131.50
6	27 DEC	PAST DUE FEE	29.00
7	27 DEC	CASH ADVANCE FEE -- FINANCE CHARGE	15.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to:	Periodic rate:	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,811.15	0.665816P	20.65%	\$33.81
CASH	\$1,016.18	0.645816P	20.65%	\$17.42

ANNUAL PERCENTAGE RATE applied this period 26.47%

ES35A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642212314234 27 3185910076000178006

New Balance \$3,185.91
Minimum Amount Due \$178.00
Payment Due Date January 27, 2003
Total enclosed \$

Please print address charges below using blue or black ink.

Name Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276
003350

1903620751 01171018 MAIL ID NUMBER
RONNIE L CAMPBELL
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1-800-545-5545



1-800-682-1071



1-800-769-0939

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003-0103

Capital One®

VISA GOLD ACCOUNT
4388-6422-1231-4234DEC 28, 2002 - JAN 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,185.91
Payments, Credits and Adjustments	\$83.00
Transactions	\$253.96
Finance Charges	\$70.18
New Balance	\$3,427.05
Minimum Amount Due	\$197.00
Payment Due Date	February 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,572.95
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,572.95

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:

Attn: Remittance Processing Capital One Services

P.O. Box 85147 P.O. Box 85015

Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para
servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1 30 DEC PAYMENT RECEIVED - THANK YOU \$83.00

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If
you have already made your payment, please accept our thanks.

Transactions

2	28 DEC	WALDENBOOKS 1154 DUBOIS PA	\$21.27
3	30 DEC	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	21.50
4	07 JAN	EXXONMOBIL75 04211918 REYNOLDS PA	14.50
5	07 JAN	EXXONMOBIL75 04211918 REYNOLDS PA	4.50
6	17 JAN	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	61.50
7	24 JAN	CASH ADV. 418 MAIN ST REYNOLDSVILLE PA	101.50
8	27 JAN	PAST DUE FEE	29.00
9	27 JAN	CASH ADVANCE FEE - FINANCE CHARGE	15.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,986.26	0.5511% p.m.	20.13%	\$13.97
CASH	\$1,239.20	0.5511% p.m.	20.13%	\$11.21

ANNUAL PERCENTAGE RATE applied this period

26.12%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4388642212314234 27 3427050083000197007

New Balance	\$3,427.05
Minimum Amount Due	\$197.00
Payment Due Date	February 27, 2003
Total enclosed	\$
Account Number:	4388-6422-1231-4234

Please print: mailing address and/or e-mail charges below using blue or black ink.

Name _____ Apt. # _____

City _____ State _____ ZIP _____

Home Phone _____ Alternate Phone _____

E-mail Address _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

051061

#90028075101171018 MAIL ID NUMBER

BONNIE L CAMPBELL
PO BOX 185
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1-800-769-0939

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002-0103

Capital One

VISA GOLD ACCOUNT
4388-6422-1231-4234JAN 28 - FEB 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,427.05
Payments, Credits and Adjustments	\$247.95
Transactions	\$260.19
Finance Charges	\$67.35
New Balance	\$3,446.84
Minimum Amount Due	\$103.00
Payment Due Date	March 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,553.16
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,553.16

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:

Attn: Reimbursement Processing Capital One Services

Capital One Services P.O. Box 85015

P.O. Box 85147 Richmond, VA 23176

Richmond, VA 23176 Richmond, VA 23185-5915

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	31 JAN	Cap 1 ElectronicPhonePmt	AuthDate 30-JAN	\$59.00
2	10 FEB	HAY HOUSE CREDIT		27.91
3	12 FEB	PAST DUE FEE CREDIT		29.00
4	17 FEB	Cap 1 ElectronicPhonePmt	AuthDate 16-FEB	146.00

Transactions

5	31 JAN	PAY-BY-PHONE FEE		\$10.00
6	17 FEB	PAY-BY-PHONE FEE		10.00
7	22 FEB	SANDY TWP SHOP N SA DUBOIS PA		7.23
8	22 FEB	WAL MART DU BOIS PA		29.95
9	23 FEB	CASH ADV./A14 LIBERTY DUBOIS PA		41.53
10	26 FEB	CASH ADV./A18 MAIN ST REYNOLDSVILLE PA		101.53
11	27 FEB	CASH ADVANCE FEE -- FINANCE CHARGE		10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,982.24	0.55116AP	10.15%	\$23.63
CASH	\$1,340.28	0.55116AP	10.15%	\$23.63

ANNUAL PERCENTAGE RATE applied this period **24.10%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4388642212314234 27 3446840146000103006

New Balance **\$3,446.84**

Minimum Amount Due **\$103.00**

Payment Due Date **March 27, 2003**

Total enclosed \$

Account Number: **4388-6422-1231-4234**

Please print mailing address and e-mail changes below using blue or black ink.

Street Apt. #

City State ZIP

Home Phone Alternate Phone

E-mail Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23176

032137

890059075101171068 MAIL TO NUMBER

BOBBIE L CAMPBELL

PO BOX 185

REYNOLDSVILLE PA 15851-0185

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\$497 a month for first 3 months; \$9.95/mo. thereafter

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 Mention Offer Code: EMERALD
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Capital One

VISA GOLD ACCOUNT
 4388-6422-9427-8547

FEB 28 - MAR 27, 2003
 Page 1 of 1

Account Summary

Previous Balance	\$3,446.84
Payments, Credits and Adjustments	\$107.08
Transactions	\$147.78
Finance Charges	\$53.01
New Balance	\$3,540.55
Minimum Amount Due	\$206.00
Payment Due Date	April 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$1,459.45
Credit Line for Cash	\$5,000
Available Credit for Cash	\$1,459.45

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

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www.capitalone.com

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85147
 Richmond, VA 23276

Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	07 MAR	FRAUD ADJUSTMENT - CASH	\$101.50-
2	07 MAR	FINANCE CHARGE ADJUSTMENT - CASH-ADVANCE	.58-
3	07 MAR	ADJ- CASH ADVANCE FEE -- FINANCE CHARGE	5.00-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

4	15 MAR	KWIK FILL #210 CLEARFIELD PA	\$17.28
5	20 MAR	FRAUD ADJUSTMENT - CASH	101.50
6	27 MAR	PAST DUE FEE	29.00

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturer's written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits or call 1-800-955-7070 now for complete benefit information.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,981.57	.05521% P	20.15%	\$30.63
CASH	\$1,447.43	.05521% P	20.15%	\$22.38

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4388642294278547 27 3540550146000206002

New Balance \$3,540.55
 Minimum Amount Due \$206.00
 Payment Due Date April 26, 2003
 Total enclosed \$
 Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276

#9008777517042194# MAIL ID NUMBER
 BONNIE L CAMPBELL
 5 GARDEN GRV
 DU BOIS PA 15801-8949

EXHIBIT
 3

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Acceleration: is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with E 5.5 SP2.

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1. How To Avoid A Finance Charge.

a. **Grace Period:** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accounting Finance Charge:** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to billing period in full. Finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the bill, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge:** For each billing period, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge:** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees:** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your consumer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account:** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have each fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account:** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any due fees, overdraft fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account:** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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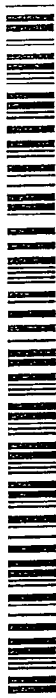
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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1. How To Avoid A Finance Charge.

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- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
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2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code M appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlooked and Returned Payment Fees.

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5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, account access checks, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 011GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231



Take Action!
Call Today!

013-1102

Capital One

VISA GOLD ACCOUNT
4388-6422-9427-8547

APR 28 - MAY 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,673.69
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$79.01
New Balance	\$3,787.70
Minimum Amount Due	\$429.00
Payment Due Date	June 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One is a proud sponsor of the American Film Institute's CBS primetime special presentation -- "AFI's 100 Years...100 Heroes & Villains: America's Greatest Screen Characters." Of the century's great film heroes and villains, who is the greatest hero and who is the greatest villain? Will the list contain James Bond, Rocky Balboa, Hannibal Lecter, Carwoman, Indiana Jones, Norman Bates? To find out the answers to these questions and many more, tune in to CBS, Tuesday, June 3 from 8-11 PM (ET/PT) 7-10 PM (CDT).

Payments, Credits and Adjustments

Transactions

1	27 MAY	PAST DUE FEE	\$35.00
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"Important Notice" Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 05/27/2003 because your minimum payment was not received by the due date of 05/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges		Please see reverse side for important information		
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,127.70	.07096%	25.90%	\$45.29
CASH	\$1,584.03	.07096%	25.90%	\$33.72

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4388642294278547 27 3787700146000429006

New Balance	\$3,787.70
Minimum Amount Due	\$429.00
Payment Due Date	June 27, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone:	Alternate Phone	
	@	
Email Address		

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



050808

#9014877517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

27903 0100

Z-*****

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accounting Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charges included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you closed your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or after the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation. If possible, if why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK</p>
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

MAY 28 - JUN 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,787.70
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$84.22
New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 JUN	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 06/27/2003 because your minimum payment was not received by the due date of 06/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,209.60	.07096%	25.90%	\$48.61
CASH	\$1,618.68	.07096%	25.90%	\$35.61

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4388642294278547 27 3906920146000546004

New Balance	\$3,906.92
Minimum Amount Due	\$546.00
Payment Due Date	July 26, 2003
Total enclosed \$	
Account Number:	4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



50065



#9017977517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Terminating Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have each fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!

- To protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231



Take Action!
Call Today!

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUN 28 - JUL 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$3,906.92
Payments, Credits and Adjustments	\$20.00
Transactions	\$35.00
Finance Charges	\$83.63
New Balance	\$4,005.55
Minimum Amount Due	\$646.00
Payment Due Date	August 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 30 JUN PAYMENT RECEIVED - THANK YOU \$20.00-

Transactions

2 27 JUL PAST DUE FEE \$35.00

You were assessed a past due fee of \$35.00 on 07/27/2003 because your minimum payment was not received by the due date of 07/26/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,274.45	.07096%	25.90%	\$48.42
CASH	\$1,654.08	.07096%	25.90%	\$35.21

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4005550020000646007

New Balance **\$4,005.55**
Minimum Amount Due **\$646.00**
Payment Due Date **August 27, 2003**
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



048017

#9020877517042196# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Fixed), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlook and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One O1GLBAK</p>
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480175

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1102

CapitalOne

VISA GOLD ACCOUNT
4388-6422-9427-8547

JUL 28 - AUG 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,005.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$74.00
Finance Charges	\$89.08
New Balance	\$4,168.63
Minimum Amount Due	\$4,168.63
Payment Due Date	September 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	27 AUG	CAPITAL ONE MEMBER FEE	\$39.00
2	27 AUG	PAST DUE FEE	35.00

Remember, as long as you do not miss two consecutive minimum payments as calculated by the terms of your account, we will waive your annual membership fee for the upcoming year.

You were assessed a past due fee of \$35.00 on 08/27/2003 because your minimum payment was not received by the due date of 08/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions- including auto loans, personal loans, CDs, money market accounts and more- to one out of every three homes in the U.S.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,359.47	.07096%	25.90%	\$51.90
CASH	\$1,690.26	.07096%	25.90%	\$37.18

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4388642294278547 27 4168630020004168634

New Balance \$4,168.63
Minimum Amount Due \$4,168.63
Payment Due Date September 27, 2003
Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
E-mail Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



046708

#9024077517042199# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949



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467085

1. How To Avoid A Finance Charge.
 - a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
 - b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
2. Average Daily Balance (Including New Purchases).
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. Annual Percentage Rates (APR).
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

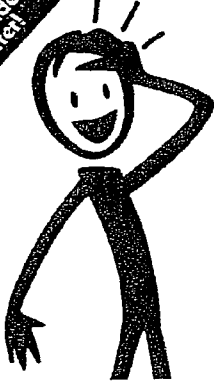
† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 011GLBAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

**Special
Capital One
Offer!**



First 3 months half-price

\$4.97
a month
\$9.95/mo. thereafter*

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: ONYX
Or visit www.peoplepc.com/go/onyx

peoplepc® online
A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- 🛡 Email Virus Protection
- 🛡 Pop-Up Blocker™
- 🛡 Spam Controls
- 🛡 Smart Dialer
- 🛡 Phisher Security
- 🛡 Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

VISA GOLD ACCOUNT
4388-6422-9427-8547

AUG 28 - SEP 27, 2003
Page 1 of 1

Account Summary

Previous Balance	\$4,168.63
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$92.68
New Balance	\$4,296.31
Minimum Amount Due	\$4,296.31
Payment Due Date	October 27, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$5,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 Richmond, VA 23285-5015
Richmond, VA 23276

Payments, Credits and Adjustments

Transactions

1	27 SEP PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 09/27/2003 because your minimum payment was not received by the due date of 09/27/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 45 million accounts, Capital One provides valuable financial solutions - including auto loans, personal loans, CDs, money market accounts and more - to one out of every three homes in the U.S.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,485.46	.07096%	25.90%	\$54.67
CASH	\$1,727.84	.07096%	25.90%	\$38.01

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4388642294278547 27 4296310020004296312

New Balance \$4,296.31
Minimum Amount Due \$4,296.31
Payment Due Date October 27, 2003

Total enclosed \$
Account Number: 4388-6422-9427-8547

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
@	
Email Address	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

#9027177517042194# MAIL ID NUMBER
BONNIE L CAMPBELL
5 GARDEN GRV
DU BOIS PA 15801-8949

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

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SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: ONYX

Or visit www.peoplepc.com/go/onyx

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*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that date that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding in a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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47753S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'J. Warmbrodt', written over a horizontal line.

James C. Warmbrodt, Esquire

A large, vertical, oval-shaped handwritten mark or flourish in black ink, extending downwards from the signature area.

CUSTOMER AGREEMENT

come to Capital One.® We are pleased to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who used the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" refer to Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have approved) using your card, account number, or any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or losses we or they pay as a result of such impermissible use.

We agree that we are not responsible if anyone refuses to honor your account. If you do use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you may use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of money orders, transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may include cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

1. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

2. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid.

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late fees, cash advance fees and any

your first statement closing date, there is no grace period on any transactions.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed a finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

Agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. We may stay in enforcing our rights under this

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

CAPITAL ONE BANK

vs.

BONNIE L. CAMPBELL

:
:
: No. 06-1615-CD
:
:

ORDER

NOW, this 1 day of May, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, May 13, 2008 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

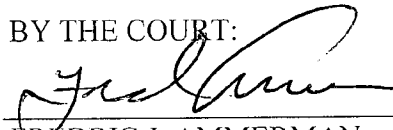
Earle D. Lees, Jr., Esquire, Chairman

R. Denning Gearhart, Esquire

J. Richard Lhota, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED
MAY 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Capital One Bank
vs.
Bonnie L. Campbell

No. 2006-01615-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 13th day of May, 2008, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Earle D. Lees, Jr., Esq.

R. Denning Gearhart, Esq.
J. Richard Lhota, Esq.

Chairman

Sworn to and subscribed before me this
May 13, 2008

Prothonotary

AWARD OF ARBITRATORS

Now, this 13th day of MAY, 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT FOR PLAINTIFF IN THE
AMOUNT OF ONE THOUSAND (\$1000.00) DOLLARS

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 13th day of May, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

FILED

MAY 13 2008

Prothonotary

By

William A. Shaw
Prothonotary/Clerk of Courts
Notices to Atty's Warmbrodt
and J. Colavecchi mailed 5/13/08.

COPY

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

Capital One Bank

:

Vs.

: No. 2006-01615-CD

:


Bonnie L. Campbell

NOTICE OF AWARD

TO: James C. Warmbrodt, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 13, 2008, and have awarded:

Judgment for Plaintiff in the amount of One Thousand (\$1,000.00) Dollars.



William A. Shaw, Prothonotary

May 13, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 13, 2008, at 2:23 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

COPY

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

Capital One Bank

:

Vs.

: No. 2006-01615-CD

:


Bonnie L. Campbell

NOTICE OF AWARD

TO: Joseph Colavecchi, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 13, 2008, and have awarded:

Judgment for Plaintiff in the amount of One Thousand (\$1,000.00) Dollars.



William A. Shaw, Prothonotary

May 13, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 13, 2008, at 2:23 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

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

CAPITAL ONE BANK

Plaintiff

vs.

BONNIE L CAMPBELL

Defendant

No. 2006-01615-CD

PRAECIPE FOR JUDGMENT ON AWARD
OF ARBITRATORS

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05414990

FILED 1000 Notice
m/10:3361 to Def. & Atty
SEP 26 2008 Colavetechi
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts Statement to
Atty

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-01615-CD

BONNIE L CAMPBELL

Defendant

PRAECIPE FOR JUDGMENT ON AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Enter Judgment against Defendant, BONNIE L CAMPBELL on the Award of Arbitrators in the amount of
\$1,000.00.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05414990

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 5 GARDEN GROVE, DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Capital One Bank

vs.

Bonnie L. Campbell

No. 2006-01615-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 13th day of May, 2008, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Earle D. Lees, Jr., Esq.

R. Denning Gearhart, Esq.

J. Richard Lhota, Esq.

Chairman

Sworn to and subscribed before me this
May 13, 2008

Prothonotary

AWARD OF ARBITRATORS

Now, this 13th day of MAY, 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT FOR PLAINTIFF IN THE
AMOUNT OF ONE THOUSAND (\$1000.00) DOLLARS

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 13th day of May, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

FILED

05/19/08
MAY 13 2008

Prothonotary

By

William A. Shaw
Prothonotary/Clerk of Courts
Notice to Atty's Warmbrodt
and J. Colavecchi mailed 5/13/08.

JW

5414990

COPY

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

Capital One Bank

:

Vs.

: No. 2006-01615-CD

:


Bonnie L. Campbell

NOTICE OF AWARD

TO: James C. Warmbrodt, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 13, 2008, and have awarded:

Judgment for Plaintiff in the amount of One Thousand (\$1,000.00) Dollars.



William A. Shaw, Prothonotary

May 13, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 13, 2008, at 2:23 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Capital One Bank

Vs.

No. 2006-01615-CD

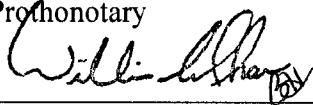
Bonnie L. Campbell

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$1,000.00 on September 26, 2008.

William A. Shaw

Prothonotary

A handwritten signature in cursive script, appearing to read 'William A. Shaw', is written over a horizontal line.

William A. Shaw

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Capital One Bank
Plaintiff(s)

No.: 2006-01615-CD

Real Debt: \$1,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bonnie L. Campbell
Defendant(s)

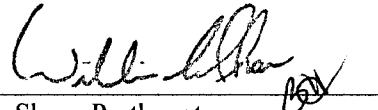
Entry: \$20.00

Instrument: Judgment on Arbitration Award

Date of Entry: September 26, 2008

Expires: September 26, 2013

Certified from the record this 26th day of September, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Arb.
5/13

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

TYPE OF PLEADING:

vs.

PLAINTIFF'S PRE-TRIAL
MEMORANDUM

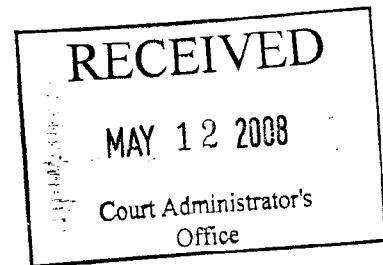
BONNIE L. CAMPBELL,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990



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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

vs.

BONNIE L. CAMPBELL,

Defendant.

PLAINTIFF'S PRE-TRIAL MEMORANDUM

AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis, CO., L.P.A., and files the following Pre-Trial Memorandum:

1. This is an action to recover the unpaid balance on a credit card account.
2. This action is for breach of contract. Defendant has admitted to applying for the account, but has denied generally the remaining averments in the Complaint.
3. Bonnie L. Campbell.
4. Plaintiff is seeking judgment in the amount of \$4,296.31, plus interest at the rate of 25.90% from September 27, 2003, plus costs. Plaintiff's exhibits have previously been served and filed with the Court pursuant to Pa.R.C.P. 1305(b) and consist of the following:
 - a. Credit application signed by the Defendant on August 1, 2001;

- b. Monthly statements for the account, dated 10/28/01 through September 27, 2003;
- c. Card Member Agreement.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS,
CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

PA I.D.# 42524

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

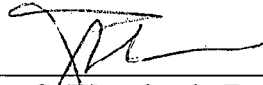
(412) 434-7955

WWR # 5414990

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Plaintiff's Pre-Trial Memorandum, by First Class Mail and by fax, Postage Pre-Paid, on the 7 day of May, 2007, upon the following:

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
Fax # 814-765-4570

By: 
James C. Warmbrodt, Esquire

Arb
5/13

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BONNIE L. CAMPBELL,

Defendant.

No. 06-1615-CD

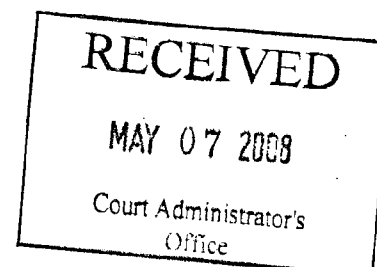
TYPE OF PLEADING:

PLAINTIFF'S PRE-TRIAL
MEMORANDUM

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990



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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1615-CD

vs.

BONNIE L. CAMPBELL,

Defendant.

PLAINTIFF'S PRE-TRIAL MEMORANDUM

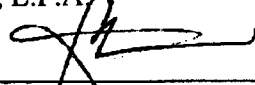
AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis, CO., L.P.A., and files the following Pre-Trial Memorandum:

1. This is an action to recover the unpaid balance on a credit card account.
2. This action is for breach of contract. Defendant has admitted to applying for the account, but has denied generally the remaining averments in the Complaint.
3. Bonnie L. Campbell.
4. Plaintiff is seeking judgment in the amount of \$4,296.31, plus interest at the rate of 25.90% from September 27, 2003, plus costs. Plaintiff's exhibits have previously been served and filed with the Court pursuant to Pa.R.C.P. 1305(b) and consist of the following:
 - a. Credit application signed by the Defendant on August 1, 2001;

- b. Monthly statements for the account, dated 10/28/01 through September 27, 2003;
- c. Card Member Agreement.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS,
CO., L.P.A.

By: 
James C. Warmbrodt, Esquire
PA I.D. # 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5414990

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Plaintiff's Pre-Trial Memorandum, by First Class Mail and by fax, Postage Pre-Paid, on the 7 day of May, 2007, upon the following:

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
Fax # 814-765-4570

By: 

James C. Warmbrodt, Esquire

Arb.
5/13 @
1:00 PM.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

BONNIE L. CAMPBELL,
Defendant

CIVIL DIVISION

No. 06 - 1615 - CD

PRE-TRIAL MEMORANDUM

Filed on Behalf of:

Defendant, BONNIE L. CAMPBELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

RECEIVED

MAY 07 2009

Court Administrator's
Office

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1615 - CD
vs. :
BONNIE L. CAMPBELL, :
Defendant :

PRE-TRIAL MEMORANDUM

Bonnie L. Campbell, Defendant in the above-captioned action,
files her Pre-trial Memorandum and respectfully avers as follows:

I. BRIEF STATEMENT OF CASE:

Plaintiff is suing on an alleged unpaid balance. It is being
denied by Defendant.

II. LIST OF WITNESSES:

Bonnie L. Campbell
5 Garden Grove Townhouse
DuBois, PA 15801

It is anticipated that officials from Capital One Bank will
testify on behalf of Plaintiff to prove their case as far as
documentation is concerned.

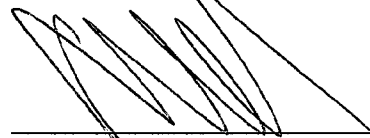
III. DEFENSE:

Defendant claims the Statute of Limitations and failure to prove their case through proper documentation and through witnesses to prove their averments.

Further, Defendant was under the supervision of the Department of Mental Health and has been unable to make any binding legal decisions.

Further, Plaintiff has failed to supply documentation from the beginning of this account to the date of the filing of the Complaint.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant