

06-1665-CD
Capital One vs Robert C. Knepp

Capital One vs Robert Knepp
2006-1665-CD

Capital One Bank vs. Robert C. Knepp

Civil Other

Date		Judge
10/11/2006	New Case Filed.	No Judge
	✓ X Filing: Complaint in Civil Action Paid by: Warmbrodt, James C. (attorney for Capital One Bank) Receipt number: 1915954 Dated: 10/11/2006 Amount: \$85.00 (Check) 1CC shff.	No Judge
11/2/2006	✓ X Defendant's Preliminary Objections to Plaintiff's Complaint, filed by s/ Joseph Colavecchi, Esquire. 3CC Atty. Colavecchi	No Judge
11/28/2006	✓ X 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 10:00 a.m. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty J. Colavecchi.	Fredric Joseph Ammerman
12/5/2006	✓ X Motion For Continuance, filed by s/ Joseph Colavecchi Esq. 3CC Atty J. Colavecchi.	Fredric Joseph Ammerman
12/8/2006	✓ X Rule, in consideration of the Motion for Continuance, the Rule Returnable in this case formerly scheduled for Jan. 15, 2007 at 10:00 a.m. is continued, and said Rule is Returnable the 29th day of Jan., 2007, at 10:00 a.m. at the Clfd. Co. Courthouse, Courtroom Number 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
12/14/2006	✓ X Certificate of Service, filed. That a true and correct copy of the Defendant's Preliminary Objections and Rule Returnable in the above-captioned action was mailed on the 11th day of December 2006 to James C. Warmbrodt Esq., filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman
1/11/2007	✓ X Motion for Continuance, filed by s/Joseph Colavecchi, Esq. Three CC Attorney Colavecchi	Fredric Joseph Ammerman
1/12/2007	✓ X Rule, NOW, this 12th day of Jan., 2007, upon consideration of the foregoing Motion for Continuance, the Rule Returnable in this case presently scheduled for Jan. 29, 2007 is continued, and said Rule is Returnable the 10th day of May, 2007, at 10:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
1/22/2007	✓ X Certificate of Service, filed. That on January 16, 2007 a Motion for Continuance and Rule in the above matter was served on James C. Warmbrodt Esq., filed by s/ Paul Colavecchi Esq. NO CC.	Fredric Joseph Ammerman
1/23/2007	✓ X Sheriff Return, October 25, 2006 at 1:34 pm Served the within Complaint on Robert C. Knepp. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Weltman \$56.48	Fredric Joseph Ammerman
4/23/2007	✓ X Amended Complaint in Civil Action, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
5/18/2007	✓ X Defendant's Preliminary Objections to Plaintiff's Amended Complaint, filed by s/ Joseph Colavecchi, Esquire. 3CC to Atty	Fredric Joseph Ammerman
5/22/2007	✓ X Rule AND NOW, this 22nd 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 13th day of June 2007 at 2:00 p.m. in 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, P. Judge. 3CC Atty Colavecchi.	Fredric Joseph Ammerman

Civil Other

Date		Judge
6/13/2007	✓ X Certificate of Service, filed. That a true and correct copy of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint and Rule in the above-captioned action was mailed on the 23rd day of May 2007 to James C. Warmbrodt Esq., filed by s/ Joseph Colavecchi Esq. NO CC.	Fredric Joseph Ammerman
6/15/2007	✓ X Order, this 13th day of June, 2007, it is Ordered that the Preliminary Objections are granted to the extent that the Plaintiff shall have no more than 20 days from this date in which to file an Amended Complaint and attach thereto a legible copy of the credit card agreement entered into between the Plaintiff and Defendant and executed by the Defendant. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Warmbrodt, J. Colavecchi	Fredric Joseph Ammerman
7/2/2007	✓ X Plaintiff's Second Amended Complaint in Civil Action, filed by s/James C. Warmbrodt, Esq. No CC	Fredric Joseph Ammerman
7/30/2007	✓ X Answer to Second Amended Complaint, New Matter And Counterclaim, filed by s/ Joseph Colavecchi, Esquire. 2CC Atty. J. Colavecchi	Fredric Joseph Ammerman
8/21/2007	✓ X Plaintiff's Reply to New Matter, filed by s/ James C. Warmbrodt, Esquire. 2CC Atty.	Fredric Joseph Ammerman
8/22/2007	✓ X Plaintiff's Preliminary Objections to Defendant's Counterclaim, filed by s/James C. Warmbrodt, Esq. No CC	Fredric Joseph Ammerman
8/30/2007	✓ X Rule, this 29th day of August, 2007, upon consideration of the Preliminary Objections to Defendant's Counterclaim filed on behalf of the Plaintiff, a Rule is issued on the Defendant to appear. Rule made Returnable the 5th day of Oct., 2007, at 2:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Warmbrodt	Fredric Joseph Ammerman
9/12/2007	✓ X Affidavit of Service of Rule filed. That a copy of the Rule has been served on the Defendant's Counsel, Joseph Colavecchi Esq., filed by s/ James C. Warmbrodt Esq. NO CC.	Fredric Joseph Ammerman
9/13/2007	✓ X Certificate of Service, filed. That on September 13, 2007 Defendant's Answer to Plaintiff's Preliminary Objections to Defendants' Counterclaim in the above matter was served on James C. Warmbrodt Esq., filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman
	✓ X Defendant's Answer to Plaintiff's Objections to Defendant's Counterclaim, filed by s/ Joseph Colavecchi, Esquire. 3CC Atty. J. Colavecchi	Fredric Joseph Ammerman
10/5/2007	✓ X Plaintiff's Motion to Postpone Argument Date on Plaintiff's Preliminary Objections to Defendant's Counterclaim, filed by s/ James C. Warmbrodt, Esquire. 2CC Atty. Warmbrodt	Fredric Joseph Ammerman
	✓ X Order, this 4th day of Oct., 2007, it is Ordered that the hearing scheduled for Oct. 5, 2007 at 2:30 p.m. for argument on Plaintiff's Preliminary Objections to Defendant's Counterclaim is postponed, said hearing is rescheduled for the 15th day of Nov., 2007 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Warmbrodt	Fredric Joseph Ammerman
10/17/2007	✓ X Affidavit of Service of Order of Court filed. On or about October 12, 2007, Plaintiff mailed Order of Court to Joseph Colavecchi Esq., filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
10/18/2007	✓ X Motion For Continuance, filed by s/Joseph Colavecchi, Esquire. 3CC Atty. Colavecchi	Fredric Joseph Ammerman

Date: 12/11/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:43 AM

ROA Report

Page 3 of 3

Case: 2006-01665-CD

Current Judge: Fredric Joseph Ammerman

Capital One Bank vs. Robert C. Knepp

Civil Other

Date		Judge
10/22/2007	☒ Rule, this 22nd day of Oct., 2007, motion for Continuance is granted and Argument on Plaintiff's Preliminary Objections to Defendant's Counterclaim scheduled for Nov. 15, 2007 is continued until Dec. 7, 2007, at 9:30 a.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 3CC to Atty.	Fredric Joseph Ammerman
10/29/2007	☒ Certificate of Service, filed. That a true and correct copy of the Defendant's Motion for Continuance and Rule in the above-captioned action was mailed by first class mail to James C. Warmbrodt Esq., on this 25th day of October 2007, filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman

Date: 8/14/2008

Time: 09:10 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-01665-CD

Current Judge: Fredric Joseph Ammerman

User: LMILLER

Capital One Bankvs.Robert C. Knepp

Civil Other-COUNT

Date	Selected Items	Judge
12/10/2007	✓ Order, this 7th day of Dec., 2007, it is Ordered that Plaintiff's Preliminary Objections are sustained, and Defendant's Counterclaim is dismissed with prejudice. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Warmbrodt, J. Colavecchi	Fredric Joseph Ammerman
7/14/2008	✓ Motion for Summary Judgment, filed by s/James C. Warmbrodt, Esq. No CC	Fredric Joseph Ammerman
	✓ Praeipce to Schedule, filed by s/Benjamin R. Bibler, Esq. No CC	Fredric Joseph Ammerman
7/17/2008	✓ Order, this 16th day of July, 2008, it is Ordered that the Motion for Summary Judgment is scheduled for August 18, 2008 at 9:00 a.m. Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Bibler	Fredric Joseph Ammerman
7/22/2008	✓ Answer to Motion for Summary Judgment, filed by s/ Joseph Colavecchi Esq. 3CC Atty J. Colavecchi.	Fredric Joseph Ammerman
	✓ Motion for Summary Judgment filed on defendant, filed by s/ Joseph Colavecchi Esq. 3CC Atty Colavecchi.	Fredric Joseph Ammerman
7/23/2008	✓ Rule, this 23rd day of July, 2008, upon consideration of the Motion for Summary Judgment filed on behalf of the Defendant, a Rule is issued on the Plaintiff. Rule Returnable the 18th day of August, 2008, at 9:00 a.m. Courtroom 1. One-half hour has been set aside for this hearing. By The Court, /s/ Fredric J. Ammerman, Judge. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
7/28/2008	✓ Certificate of Service, filed. That a true and correct copy of the Motion for Summary Judgment filed on behalf of defendant and Rule in the above-captioned action was mail by first class mail the 25th day of July 2008 to James C. Warmbrodt Esq., filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman
8/4/2008	✓ Plaintiff's Answer to Motion For Summary Judgment Filed on Behalf of Defendant, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
	✓ Rule, this 4th day of august, 2008, upon consideration of the Plaintiff's Answer to Motion for Summary Judgment filed on behalf of the Defendant, a Rule is issued on the Defendant to appear and show cause why the Motion should not be granted. Rule made Returnable the 18th day of august, 2008, at 9:00 a.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
8/12/2008	✓ Defendant's Response to Plaintiff's Answer to Motion for Summary Judgment filed on behalf of Defendant, filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT C KNEPP

Defendant

No: 2006-1665-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
05215680 C A Pit VOC

FILED

M/2:25 LM

OCT 11 2006

pd \$85.00 AH
ICC 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

ROBERT C KNEPP

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:

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG, PA 16866

3. Defendant applied for and received a credit card bearing the account number 4862362140763510 .

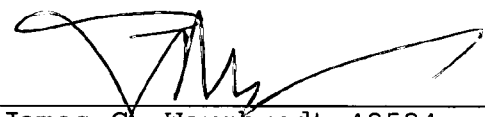
4. Defendant made use of said credit card and has a current balance due of \$4981.78 , as of September 30, 2006 .

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 30, 2006 . A copy of Plaintiff's STATEMENT OF ACCOUNT 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 , ROBERT C KNEPP , INDIVIDUALLY , in the amount of \$4981.78 with continuing interest thereon at the rate of 25.900% per annum from September 30, 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
05215680 C A Pit VOC

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.

Your account is delinquent.
We want to help!



Take Action!
Call Today!

5215680

014

- 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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.85
New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.06

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2640400058002640409

New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



000300



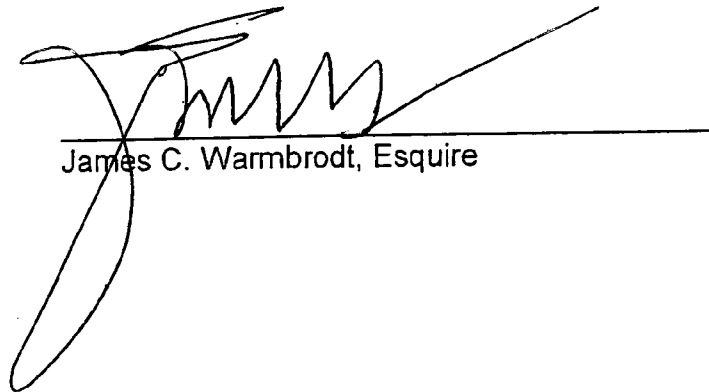
#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

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

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

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

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
11/9/27/06
NOV 02 2006

3CC
Amy Colavecchi
60

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 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant :

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

Defendant, Robert C. Knepp, through his 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 11, 2006, which was served on Defendant on or about October 26, 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 Four Thousand Nine Hundred Eighty-one Dollars and Seventy-eight Cents (\$4,981.78).

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 that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees and other various charges which may or may not 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 Robert C. Knepp 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

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
01/11/27/64
NOV 28 2006
Atty J. 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 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant :

RULE

AND NOW, this 23rd 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 10:00 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

~~X~~ 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.

ROBERT C. KNEPP,
Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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 Atty J. Colavecchi*
0/8:30am
DEC 05 2006 

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
ROBERT C. KNEPP, :
Defendant :

MOTION FOR CONTINUANCE

Joseph Colavecchi, Esquire, Attorney for Robert C. Knepp, Defendant in the above-captioned case, hereby moves for a continuance of the Rule presently Returnable on January 15, 2007 at 10:00 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

17A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE,
Plaintiff

vs.

ROBERT C. KNEPP,
Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
019:53/01 Atty Colavecchi
DEC 08 2006 (60)
William A. Shaw
Prothonotary/Clerk of Courts

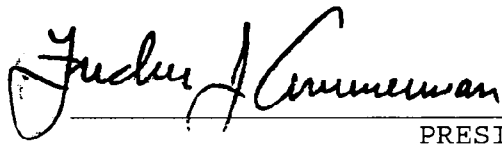
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1665 - CD
ROBERT C. KNEPP, :
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 10:00 a.m., is continued, and said Rule is Returnable the 29th day of January, 2007, at 10:00 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

X 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 - 1665 - CD

VS.

ROBERT C. KNEPP,

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

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

FILED NO CC
013:2130
DEC 13 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
0/2:42/54 Amy
JAN 11 2007 Colavecchi
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 - 1665 - CD

VS.

ROBERT C. KNEPP,

Defendant :

MOTION FOR CONTINUANCE

Joseph Colavecchi, Esquire, attorney for Robert C. Knepp, 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 11, 2006, a copy of which is attached hereto and marked Exhibit "A".

2. Defendant, Robert C. Knepp, through his attorney, Joseph Colavecchi, Esquire, filed Preliminary Objections to the Complaint on November 2, 2006, a copy of which is attached hereto marked Exhibit "B".

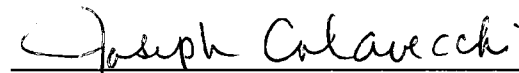
3. The Court issued a Rule directed to the Plaintiff returnable before this Court on January 29, 2007, at 10:00 a.m. A copy of said Rule is attached hereto and marked Exhibit "C".

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 his 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 10:00 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 his 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

2006-10-26-06

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

CAPITAL ONE BANK

Plaintiff

vs.

ROBERT C KNEPP

Defendant

No: 2006-1665-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
05215680 C A Pit VOC

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

OCT 11 2006

Attest.

William E. R...
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

ROBERT C KNEPP

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:

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG, PA 16866

3. Defendant applied for and received a credit card bearing the account number 4862362140763510 .

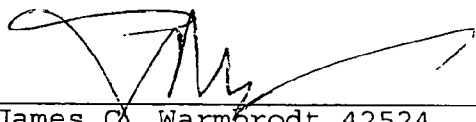
4. Defendant made use of said credit card and has a current balance due of \$4981.78 , as of September 30, 2006 .

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 30, 2006 . A copy of Plaintiff's STATEMENT OF ACCOUNT 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 , ROBERT C KNEPP , INDIVIDUALLY , in the amount of \$4981.78 with continuing interest thereon at the rate of 25.900% per annum from September 30, 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
05215680 C A Pit VOC

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.

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

014-1102

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.85
New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.06

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2640400058002640409

New Balance \$2,640.40
Minimum Amount Due \$2,640.40
Payment Due Date August 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



050300



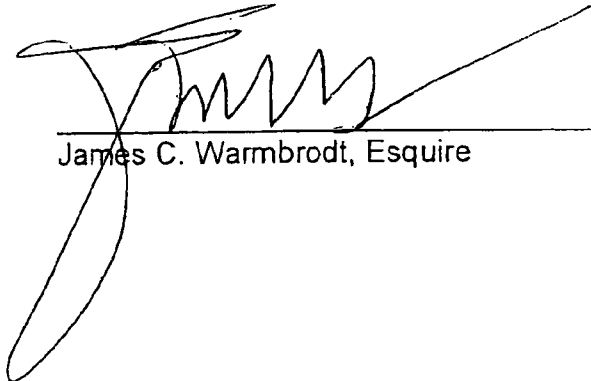
#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

vs.

No. 06 - 1665 - CD

ROBERT C. KNEPP,

Defendant

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

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
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(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

EXHIBIT
"B"

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

CAPITAL ONE BANK,
Plaintiff : No. 06 - 1665 - CD
vs. :
ROBERT C. KNEPP,
Defendant :

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

Defendant, Robert C. Knepp, through his 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 11, 2006, which was served on Defendant on or about October 26, 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 Four Thousand Nine Hundred Eighty-one Dollars and Seventy-eight Cents (\$4,981.78).

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 that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees and other various charges which may or may not 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 Robert C. Knepp 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.

ROBERT C. KNEPP,
Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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 - 1665 - CD
ROBERT C. KNEPP, :
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 10:00 a.m., is continued, and said Rule is Returnable the 29th day of January, 2007, at 10:00 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 correct copy of the original statement filed in this case.

DEC 08 2006

2

Attest,

[Signature]
Prothonotary/
Clerk of Court

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

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
01/30/07
JAN 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Amy Colavecchi
@

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1665 - CD

vs.

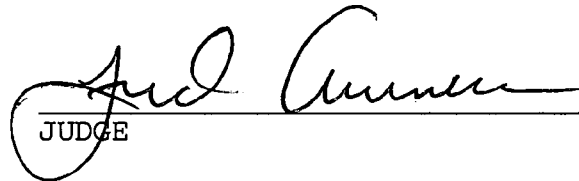
ROBERT C. KNEPP,

Defendant :

R U L E

AND NOW, this 12th 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 10:00 a.m., is continued, and said Rule is Returnable the 10th
day of May, 2007, at 10:00 A.M. at the
Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:


JUDGE

FILED

JAN 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

CERTIFICATE OF SERVICE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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 *WAC*
01/10/06
JAN 22 2007 *(SM)*

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
ROBERT C. KNEPP :
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
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

DOCKET # 102024
NO: 06-1665-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: ROBERT C. KNEPP

SHERIFF RETURN

NOW, October 25, 2006 AT 1:34 PM SERVED THE WITHIN COMPLAINT ON ROBERT C. KNEPP DEFENDANT AT 615 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT C. KNEPP, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
07/11/2007
JAN 23 2007

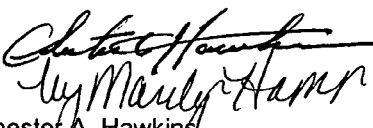
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2624552	10.00
SHERIFF HAWKINS	WELTMAN	2624552	46.48

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

FILED No CC.

m/11:17am

APR 23 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

vs.

ROBERT C KNEPP

Defendant

No. 2006-1665-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#05215680

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-1665-CD

ROBERT C KNEPP

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 STREET, 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 615 Decatur Street, Philipsburg, PA. 16866.
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 February 9, 2002 Defendant received a credit card issued by Plaintiff bearing the account number 4862362140763510.
5. The aforesaid account is subject to the terms and provisions of a 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 "1" and made a part hereof.
6. Defendant used the aforementioned credit card to make cash advances and to purchase goods, merchandise and services.
7. Attached hereto, marked as Exhibit "2" and made a part hereof is a true and correct copy of the monthly statements on Defendant's aforementioned account, account number 4862362140763510, dated February 25, 2002 through August 25, 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 her account on January 27, 2003, which payment was in the amount of \$58.00
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 August 25, 2003 was \$2,763.75.

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, ROBERT C. KNEPP, individually, in the amount of \$2,763.75, plus interest at the rate of 25.90% per annum from August 25, 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 I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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.

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 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.

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

"1"

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

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Welcome to Capital One®

Have you activated your card?

To use your card, you must first activate it by calling our toll-free customer service line. In case you haven't already done so, be sure to call the 800 number printed on the activation sticker on the front of your card.

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021-1100

Capital One®

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JAN 26 - FEB 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$1,347.14
Finance Charges	\$34.50
New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$618.36
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	15 FEB	WM SUPERCENTER CLEARFIELD PA	\$73.67
2	15 FEB	COUNTY NATIONAL BANK PHILIPSBURG PA	1,000.00
3	16 FEB	LOWE'S #273 STATE COLLEGE PA	34.47
4	19 FEB	LH POWERS FUELS INC PHILIPSBURG PA	200.00
5	25 FEB	MEMBERSHIP FEE	39.00
6	25 FEB	CASH ADVANCE FEE - FINANCE CHARGE	30.00

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	0.4082%	14.90%	\$0.00
CASH	\$355.56	0.4082%	14.90%	\$4.50

ANNUAL PERCENTAGE RATE applied this period

41.40%

58478S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4862362140763510 25 1381640000000041001

New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 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



058478



#9005745953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



EXHIBIT

"2"

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



25R03 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 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 balances 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.

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 covered by your periodic statement ending in the months January, April, July and October.

d. 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.

e. **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.

f. **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.

g. **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.

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

i. **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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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 Cardholder Offer!

Now with **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

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!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
 4862-3621-4076-3510

FEB 26 - MAR 25, 2002
 Page 1 of 1

Account Summary

Previous Balance	\$1,381.64
Payments, Credits and Adjustments	\$41.00
Transactions	\$10.00
Finance Charges	\$15.83
New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$633.53
Credit Line for Cash	\$1,000
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

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1 22 MAR PAYMENT RECEIVED - THANK YOU \$41.00-

Transactions

2 21 MAR CHOICE CIC. #44007 CHESTER HILL PA \$10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$350.35	.04082%	14.90%	\$4.00
CASH	\$1,034.84	.04082%	14.90%	\$11.83

ANNUAL PERCENTAGE RATE applied this period

14.90%

56864S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1366470041000040004

New Balance \$1,366.47
 Minimum Amount Due \$40.00
 Payment Due Date April 25, 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



056864

#9008545953021877# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



peoplepc[™] online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

ROBERT G. KNIPF

1-888-587-9669

Mention Offer Code: EMERALD

Or visit www.peoplepc.com/go/emerald

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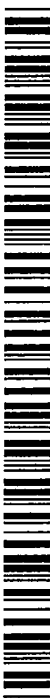
*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change of any time. Phone technical support available for \$1.95 per minute.

†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 of the service 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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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."
- 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 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. 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.

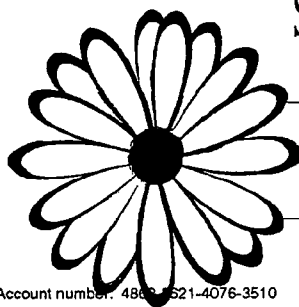
† Does not apply to consumer non-credit card accounts

† 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.



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Account number: 4862-3621-4076-3510

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PHILIPSBURG PA 16866-2611
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Capital One®

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,366.47
Payments, Credits and Adjustments	\$40.00
Transactions	\$233.65
Finance Charges	\$19.53
New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$420.35
Credit Line for Cash	\$1,000
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

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www.capitalone.com

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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	22 APR	PAYMENT RECEIVED - THANK YOU	\$40.00-

Transactions

2	29 MAR	PHONECHARGE FEE 888-840-9603 NY	\$5.50
3	29 MAR	PENNSYLVANIA-AMERICAN 888-840-9603 PA	127.82
4	08 APR	FAMILY BOOKSTORE #33 ALTOONA PA	56.11
5	09 APR	CVS #1919 PHILIPSBURG PA	23.00
6	15 APR	CHOICE CIGARETTES 4400 CHESTER HILL PA	21.22

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$531.30	.04082%	14.90%	\$6.72
CASH	\$1,012.37	.04082%	14.90%	\$12.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

59885S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4862362140763510 25 1579650040000047008

New Balance **\$1,579.65**
Minimum Amount Due **\$47.00**
Payment Due Date **May 25, 2002**

Total enclosed \$

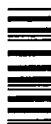
Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

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



059885



#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

- 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.
- 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).

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

6. Using Your Account.

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

7. 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 01LGLBAK

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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.

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\$4.97*

a month
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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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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

APR 26 - MAY 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,579.65
Payments, Credits and Adjustments	\$47.00
Transactions	\$400.33
Finance Charges	\$22.18
New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$44.84
Credit Line for Cash	\$1,000
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: Send inquiries to:
Attn: Remittance Processing Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 22 MAY PAYMENT RECEIVED - THANK YOU \$47.00-

Transactions

2 29 APR	PRIME SIRLOIN DUNCANSVILLE PA	\$14.69
3 03 MAY	CVS #1919 PHILIPSBURG PA	30.35
4 05 MAY	ADVANCE AUTO PARTS #12 PHILIPSBURG PA	60.40
5 10 MAY	NAPA AUTO PARTS-PHILIP PHILLIPSBURG PA	111.01
6 10 MAY	THE PEPBOYS 00005231 SATE COLLEGE PA	6.24
7 10 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	14.16
8 10 MAY	KMART 00030486 STATE COLLEGE PA	36.28
9 10 MAY	SHONEYS OF STATE COLLEGE STATE COLLEGE PA	15.42
10 11 MAY	NAPA AUTO PARTS-PHILIP PHILLIPSBURG PA	46.61
11 12 MAY	SARINA'S RESTAURANT PHILLIPSBURG PA	18.96
12 13 MAY	WM SUPERCENTER CLEARFIELD PA	34.10
13 15 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	12.11

Capital One is a proud supporter of the National Youth Anti-Drug Media Campaign -- PARENTS. THE ANTI-DRUG.
Stay Involved. Ask Questions. For advice and questions to ask, call 1-800-788-2800 or visit www.theAntiDrug.com

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$895.41	.04082%	14.90%	\$9.86
CASH	\$1,005.93	.04082%	14.90%	\$12.32

ANNUAL PERCENTAGE RATE applied this period

14.90%

56414S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1955160047000058001

New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 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



056414

#9014645953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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 Internal service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 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 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. 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 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, 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.
- e. 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.
- f. 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, overlook 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 filed in good faith to contact 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.



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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.

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2. Average Daily Balance (Including New Purchases).

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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.

e. **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.

f. **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.

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

h. **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

014-1102

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAY 26 - JUN 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,403.47
Payments, Credits and Adjustments	\$0.00
Transactions	\$54.00
Finance Charges	\$54.08
New Balance	\$2,521.55
Minimum Amount Due	\$521.55
Payment Due Date	July 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 MAY	OVERLIMIT FEE	\$29.00
2	25 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/25/2003 because your minimum payment was not received by the due date of 06/25/2003. 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	\$1,720.09	.07096%	25.90%	\$37.84
CASH	\$738.45	.07096%	25.90%	\$16.24

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2521550058000521555

New Balance **\$2,521.55**
Minimum Amount Due **\$521.55**
Payment Due Date July 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

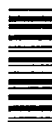
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



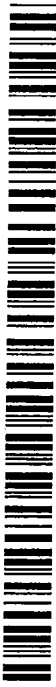
052079



#9017745953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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. 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. 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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. © 2002 Capital One O1LGLBAK

52079S

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

PLATINUM VISA ACCOUNT

JUN 26 - JUL 25, 2003

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$.00
Transactions	\$64.00
Finance Charges	\$54.85

New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003

Total Credit Line	\$2,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
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	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. 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	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.06

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 2640400058002640409

New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



050300



#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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



25R04 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 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 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 <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. 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. 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 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 01LGLBAC

503005

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUL 26 - AUG 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,640.40
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$59.35
New Balance	\$2,763.75
Minimum Amount Due	\$2,763.75
Payment Due Date	September 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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 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	26 JUL	OVERLIMIT FEE	\$29.00
2	25 AUG	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 08/25/2003 because your minimum payment was not received by the due date of 08/25/2003. 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	\$1,926.91	.07096%	25.90%	\$42.39
CASH	\$771.09	.07096%	25.90%	\$16.96

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2763750058002763757

New Balance **\$2,763.75**
Minimum Amount Due **\$2,763.75**
Payment Due Date **September 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



018091



#9023845953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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



25R04 0 0100
23-7-2002

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

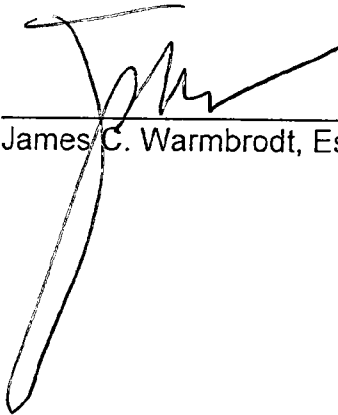
† Does not apply to business non-credit card accounts

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. © 2002
Capital One 01LGLBAA

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

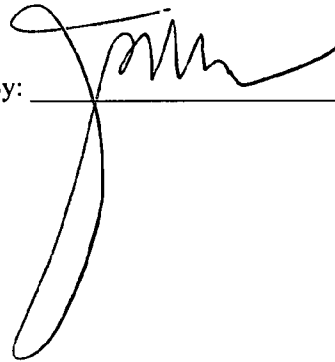
CERTIFICATE OF SERVICE

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, appearing to be "John", is written over a horizontal line. A large, loopy flourish extends from the bottom of the signature, looping back up towards the line.

WWR No.



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 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 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.

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 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.

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,176.56
Payments, Credits and Adjustments	\$.00
Transactions	\$64.00
Finance Charges	\$49.04
New Balance	\$2,289.60
Minimum Amount Due	\$289.60
Payment Due Date	May 24, 2003
Total Credit Line	\$2,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
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: 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

This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

Transactions

1	26 MAR	OVERLIMIT FEE	\$29.00
2	25 APR	PAST DUE FEE	35.00

****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 04/25/2003 because your minimum payment was not received by the due date of 04/25/2003. 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	\$1,522.01	.07096%	25.90%	\$33.48
CASH	\$707.17	.07096%	25.90%	\$15.56

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2289600058000289605

New Balance **\$2,289.60**
Minimum Amount Due **\$289.60**
Payment Due Date **May 24, 2003**

Total enclosed \$
Account Number: **4862-3621-4076-3510**

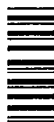
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



052794



#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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.
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 - 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 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 90 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 inquiring 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.
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Capital One 011GLBAC

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

APR 26 - MAY 25, 2003

Page 1 of 1

Account Summary

Previous Balance	\$2,289.60
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.87
New Balance	\$2,403.47
Minimum Amount Due	\$403.47
Payment Due Date	June 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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/PDT) 7-10 PM (CDT).

Payments, Credits and Adjustments

Transactions

1	26 APR	OVERLIMIT FEE	\$29.00
2	25 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/25/2003 because your minimum payment was not received by the due date of 05/24/2003. 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	\$1,619.96	.07096%	25.90%	\$34.49
CASH	\$722.64	.07096%	25.90%	\$15.38

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2403470058000403473

New Balance **\$2,403.47**
Minimum Amount Due **\$403.47**
Payment Due Date **June 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



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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".

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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. Transferring 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

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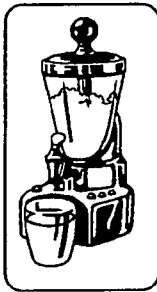
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23-----

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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.

Capital One® and SkyMall™ bring you quality, brand-name products!

Save **10%** on SkyMall merchandise* for any occasion through 03/31/03.



FRONTGATE.

Ultimate Smoothie Machine, Item #8412, \$89.00**
And order your Fruit Mix Kit, Item #16340, \$2.99**
Flavors include: Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields®
Every
Occasion
Nibblers Cookie
Basket, Item #938,
\$40.99**



For these and other valuable product offerings, visit

www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
(Please indicate Coupon Code ONE10)

Plus many more
great items.

To order by mail ***

Capital One®

PLATINUM VISA ACCOUNT

JAN 26 - FEB 25, 2003

4862-3621-4076-3510

Page 1 of 2

Account Summary

Previous Balance	\$2,042.76
Payments, Credits and Adjustments	\$58.00
Transactions	\$83.98
Finance Charges	\$25.42

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	27 JAN	PAYMENT RECEIVED - THANK YOU	\$58.00-

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	25 JAN	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	22 FEB	AUTOVANTAGE 1-800-224-3528 #57229151	7.99
4	25 FEB	CAPITAL ONE MEMBER FEE	39.00
5	25 FEB	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,321.62	.04082%	14.90%	\$16.72
CASH	\$687.55	.04082%	14.90%	\$8.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4862362140763510 25 2094160058000123008

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total enclosed	\$
Account Number:	4862-3621-4076-3510

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



051644



#9005745953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



Capital One® and SkyMall™ bring you hundreds of product offers from brand-name companies.

Shop for special occasions or yourself and save 10%! Capital One and SkyMall make it easy to own great products from the world's leading companies. Purchase quality, brand-name items such as Mrs. Fields Cookies, Frontgate's Ultimate Smoothie Machine and hundreds more. Plus, shop worry-free with the SkyMall guarantee. See Web site for terms and conditions and delivery information.

Three easy ways to order:

- Visit www.skymall.com/capitalone02
- Call 1-800-SKYMALL (759-6255)
- Complete and mail this coupon with your credit card payment
- Don't forget to use Coupon Code ONE10 at checkout

Take advantage of this opportunity to save 10% through 03/31/03.

Important Information

*Not all of the companies that advertise in SkyMall participate in discount programs. Therefore, the discount will not apply to some products. See Web site for complete details.

**Plus shipping and handling, plus applicable taxes. Shipping and handling will vary by order. Shipments to Alaska, Hawaii, Puerto Rico, Guam, APOs and FPOs require an additional \$10 shipping charge. SkyMall is solely responsible for this offer and is not affiliated with Capital One. Any trademarks mentioned here are solely owned by the respective entity. All rights reserved. Capital One has no affiliation with these non-credit card entities or products. Capital One does not provide, endorse or guarantee any product or service shown here. By responding to this offer, you may be communicating information about yourself to SkyMall, which provides this product—for example, that you are a Capital One customer. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

Name _____

Mailing Address _____

City _____ State _____ ZIP _____

E-mail Address _____

Phone Number (____) _____

Credit Card Number _____

Credit Card Expiration Date _____

Smoothie Machine @ \$89.00 x Qty (____) = _____

Total Fruit Mix Kit @ \$2.99 x Qty (____) = _____

Cookie Basket @ \$40.99 x Qty (____) = _____

Fruit Mix Kit flavors:
 Strawberry-Banana _____ (Qty)
 Tropical Mango _____ (Qty)
 Peach-Berry _____ (Qty)

Deduct 10% Off Now _____

Total Cost to You* _____

Signature _____ Date _____

I authorize Capital One to forward this coupon on my behalf to the company that provides this product

2/CAP



25R03 0 0100
2-4-000000

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 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.

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) 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 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.



Good credit is priceless.

Payment Protection from Capital One makes protecting it affordable!

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code **9SA**

Dear ROBERT C KNEPP,

Page 2 of 2

**Affordable credit protection
designed with you in mind**

Your minimum monthly payment
will be paid—including the monthly
charge for Payment Protection

Late and overlimit
fees may be waived

You can use your Capital One
card even while benefit payments
are being made!

You made a smart move when you signed up for your Capital One® credit card.
And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings
you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program **pays the minimum monthly
payment** you owe on your eligible balance **if you or your secondary cardholder
loses a job** involuntarily or one of you becomes **temporarily disabled** due to an
accident or illness. Plus, in the **event of death** or permanent disability of you or
your secondary cardholder, Payment Protection will pay off the eligible balance on
your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement
balance. For example, if your balance is \$200, the cost for the month is only \$1.78.
If it is zero, there's no cost to you at all. **And there are no hidden fees.**

Over 5 million Capital One customers safeguard their credit with Payment
Protection. To join them, just sign and return your attached Enrollment Form in
the provided Capital One credit card statement envelope. You will receive your
Payment Protection Addendum, including complete plan terms and conditions,
in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

Sincerely,

Thank you for choosing
Capital One®

Customer Relations:
(800) 955-7070
www.capitalone.com

J. Alan Berson

J. Alan Berson
Senior Vice President, Capital One

P.S. The power of Payment Protection has never been more affordable. Enroll
now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

200800

200800

Key Code: 9SA

Payment Protection Enrollment Form

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

Account # 4862-3621-4076-3510

☐ **YES!** I want the peace of mind that comes with Payment
Protection. By signing below, I authorize you to enroll me in this
program to safeguard my current Capital One® account. I understand
that by enrolling, I will be charged \$0.89 per \$100 of my monthly
statement balance, which will be billed to my Capital One credit card
account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

*Please sign in black or blue ink only. Detach and return this form in your
Capital One credit card payment envelope.*

IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance if you or your secondary cardholder becomes involuntarily unemployed or are unable to work due to disability. It also pays the entire balance, up to \$10,000, in the event of death or permanent total disability of you or your secondary cardholder. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

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51644S

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

FEB 26 - MAR 25, 2003

Page 1 of 1

Account Summary

Previous Balance	\$2,094.16
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$24.40
New Balance	\$2,176.56
Minimum Amount Due	\$188.00
Payment Due Date	April 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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	26 FEB	OVERLIMIT FEE	\$29.00
2	25 MAR	PAST DUE FEE	29.00

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	\$1,439.34	.04082%	14.90%	\$16.45
CASH	\$695.55	.04082%	14.90%	\$7.95

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2176560058000188002

New Balance **\$2,176.56**
Minimum Amount Due **\$188.00**
Payment Due Date **April 25, 2003**

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



052573



#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

ROBERT C KNEPP,

let your home open the door to cash.



ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

- Get cash to consolidate debts!
- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call **1-800-551-0898** or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne®

PLATINUM VISA ACCOUNT

OCT 26 - NOV 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,908.34
Payments, Credits and Adjustments	\$57.00
Transactions	\$7.99
Finance Charges	\$24.26
New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$116.41
Credit Line for Cash	\$1,000
Available Credit for Cash	\$116.41

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

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.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 won!

Payments, Credits and Adjustments

1	20 NOV	PAYMENT RECEIVED - THANK YOU	\$57.00-

Transactions

2	26 OCT	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99

Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,208.21	.04082%	14.90%	\$15.29
CASH	\$708.85	.04082%	14.90%	\$8.97

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362140763510 25 1883590057000056005

New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total enclosed \$	

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



056433



#9033045953021877# MAIL ID NUMBER
ROBERT C KNEPP
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PHILIPSBURG PA 16866-2611



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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 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 01LGLBAC

25R03 0100
25-5-13

564335

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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Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

NOV 26 - DEC 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,883.59
Payments, Credits and Adjustments	\$56.00
Transactions	\$107.75
Finance Charges	\$23.43
New Balance	\$1,958.77
Minimum Amount Due	\$58.00
Payment Due Date	January 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$41.23
Credit Line for Cash	\$1,000
Available Credit for Cash	\$41.23

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

It's 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

1	23 DEC	PAYMENT RECEIVED - THANK YOU	\$56.00-

Transactions

2	23 NOV	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	21 DEC	WM SUPERCENTER CLEARFIELD PA	99.76

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,215.35	.04082%	14.90%	\$14.88
CASH	\$698.50	.04082%	14.90%	\$8.55

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1958770056000058002

New Balance **\$1,958.77**
Minimum Amount Due **\$58.00**
Payment Due Date January 25, 2003

Total enclosed \$

Account Number: 4862-3621-4076-3510

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



055949



#9035945953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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, and 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 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 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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23-----9----

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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.

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CapitalOne®

PLATINUM VISA ACCOUNT

DEC 26, 2002 - JAN 25, 2003

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,958.77
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.77
Finance Charges	\$25.22
New Balance	\$2,042.76
Minimum Amount Due	\$119.00
Payment Due Date	February 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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	28 DEC	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
2	05 JAN	SHEETZ #064 PHILIPSBURG PA	21.78
3	25 JAN	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,304.59	.04082%	14.90%	\$16.51
CASH	\$688.54	.04082%	14.90%	\$8.71

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362140763510 25 2042760056000119006

New Balance	\$2,042.76
Minimum Amount Due	\$119.00
Payment Due Date	February 25, 2003

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



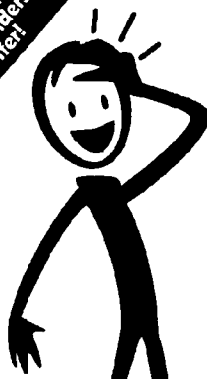
048609



#9002645953021871# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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- 🚫 Pop-Up Blocker™
- 📧 Spam Controls
- 📞 Smart Dialer
- 🔒 Phisher Security
- 📞 Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT

JUL 26 - AUG 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,970.56
Payments, Credits and Adjustments	\$500.00
Transactions	\$21.11
Finance Charges	\$24.49
New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$483.84
Credit Line for Cash	\$1,000
Available Credit for Cash	\$261.96

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 22 AUG PAYMENT RECEIVED - THANK YOU \$500.00-

Transactions

2 27 JUL AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99
3 03 AUG COUNTRY CONVENIENCE OSCEOLA MILLS PA 13.12

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been automatically billed to your Capital One credit card. Membership will be renewed quarterly so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$988.75	.04082%	14.90%	\$12.51
CASH	\$946.92	.04082%	14.90%	\$11.98

ANNUAL PERCENTAGE RATE applied this period

14.90%

551385

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1516160500000045009

New Balance **\$1,516.16**
Minimum Amount Due **\$45.00**
Payment Due Date **September 25, 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



055138

#9023745953021874# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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.

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1. How To Avoid A Finance Charge.

- 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".
- 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.
- 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.
- 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).

- 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.
- 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).

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

- 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.
- 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.
- 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

1 Does not apply to business non-credit card accounts

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551385

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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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne

PLATINUM VISA ACCOUNT

AUG 26 - SEP 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,516.16
Payments, Credits and Adjustments	\$50.00
Transactions	\$7.99
Finance Charges	\$19.35
New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$506.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$276.89

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:
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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 23 SEP PAYMENT RECEIVED - THANK YOU \$50.00-

Transactions

2 24 AUG AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$788.45	.04082%	14.90%	\$9.98
CASH	\$740.22	.04082%	14.90%	\$9.37

ANNUAL PERCENTAGE RATE applied this period

14.90%

57537S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1493500050000044008

New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 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



057537



#9026945953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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2....78....

- 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 finance transfers, new special purchases and new other transactions if you pay the entire 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. Timing of your payment will determine whether you are a special transferer. 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 purchased, whichever is later, through 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 the unpaid balance of the balance that was not 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 closing date. But any finance charges you 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 is not subject to a grace period, a minimum finance charge of 1.5% of the unpaid balance of the previous month's statement will be assessed. If the total finance charge resulting from the application of your periodic rate(s) is less than 1.5% of the unpaid balance of the previous month's statement, 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 as a multiple of the daily balance of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been assigned to the decision segment of your account. 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 calculations to arrive at the average daily balance. We add up the results from each segment to arrive at the total periodic finance charge. Finance charges are added to the balance of 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 each segment. Then we add up the 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 the daily New Balance shows 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 transactions segment are added to the balance of that segment. 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 the average daily balance, we add up the 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 small difference between our 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 by the applicable rate for the month.**
- 3. Annual Percentage Rates (APR).**
- The term "Annual Percentage Rate" may appear as "APR" on the statement.
- a. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard APR) appears on the front of this statement, the applicable rate is the rate for the segment and corresponding ANNUAL PERCENTAGE RATE(s) 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.**
- b. If the code D (1-mo. LIBOR) or G (3-mo. LIBOR Reported Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates indicated on the statement will be applied to the balance of your account 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.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.**
- Your account will be assessed finance charges for 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 amount without prior notification to you. We will not assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the statement this means 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 paying the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full. If you are a member for less than 30 days prior to the end of the third day of the month.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. If you close your account, we will cancel all account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will continue to accept or charge your authorization to receive 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. If you applied for a credit limit on your account, we will request the account to be closed on the reopening of your credit limit.
- 7. Notice About Electronic Check Conversion.** When you provide a check payment, you authorize us to obtain information from your bank to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we obtain information from your bank 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**
- Call 1-800-876-6766 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 or by mail to the address on the back 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 Department to help us 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 our position. If possible, we will tell you if the error is or if you need more information, a description of the error you are unsure about. You do not have to pay any amount until we resolve the error. If you are not sure 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 Rate 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 credit card balance on the purchase. This is called the "cooling-off" protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or in a state where you are a resident. We will not 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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003

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Capital One

PLATINUM VISA ACCOUNT

SEP 26 - OCT 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,493.50
Payments, Credits and Adjustments	\$50.00
Transactions	\$444.29
Finance Charges	\$20.55

New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002

Total Credit Line	\$2,000
Total Available Credit	\$91.66
Credit Line for Cash	\$1,000
Available Credit for Cash	\$91.66

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

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.

Payments, Credits and Adjustments

1	23 OCT	PAYMENT RECEIVED - THANK YOU	\$50.00

Transactions

2	28 SEP	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	12 OCT	LOWE'S #273 STATE COLLEGE PA	114.66
4	12 OCT	AMES DEPT STOR00010272 STATE COLLEGE PA	188.97
5	19 OCT	LOWE'S #273 STATE COLLEGE PA	132.67

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$952.86	.04082%	14.90%	\$11.67
CASH	\$725.06	.04082%	14.90%	\$8.98

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1908340050000057002

New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002

Total enclosed \$

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



056676



#9029945953021874# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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FREE* RAZR V3

after rebate and 2-year service agreement

Motorola RAZR V3 phone includes:

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- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

Cingular Wireless Plans include:

- > Unlimited Mobile to Mobile
 - > FREE Nationwide Long Distance
 - > No Roaming Charges
 - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

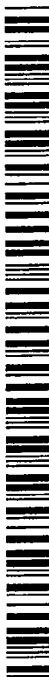
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1. How To Avoid A Finance Charge.

- 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".
- 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.
- 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.
- 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).

- 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 balance. 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.
- 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).

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAY 26 - JUN 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,955.16
Payments, Credits and Adjustments	\$58.00
Transactions	\$40.13
Finance Charges	\$25.29
New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$37.42
Credit Line for Cash	\$1,000
Available Credit for Cash	\$15.25

At your service

To call Customer Relations or to report a lost or stolen card:
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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	22 JUN	PAYMENT RECEIVED - THANK YOU	\$58.00

Transactions

2	27 MAY	AMES DEPT STOR00000711 PHILIPSBURG PA	\$30.07
3	28 MAY	CHOICE CIG. #44007 CHESTER HILL PA	10.06

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$994.53	.04082%	14.90%	\$12.59
CASH	\$1,003.99	.04082%	14.90%	\$12.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1962580058000058007

New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 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



056858



#9017745953021872# MAIL ID NUMBER
ROBERT C KNEPP
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PHILIPSBURG PA 16866-2611



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1. How To Avoid A Finance Charge.

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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 N appears on the front of this statement next to "Balance Rate Applied To," we will use 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).

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

b. If the code P (Prime), F (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.

e. **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.

f. **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.

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

h. **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 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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website at www.capitalone.com.

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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.

ROBERT C KNEPP, let your home open the door to cash.



ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

- > Get cash to consolidate debts!
- > Reduce your monthly mortgage payment!
- > Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call **1-888-304-3460** or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,962.58
Payments, Credits and Adjustments	\$58.00
Transactions	\$41.79
Finance Charges	\$24.19
New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$29.44
Credit Line for Cash	\$1,000
Available Credit for Cash	\$27.20

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3437

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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	25 JUL	CAPITAL PAY PAYMENT	\$58.00

Transactions

2	23 JUL	PHILIPSBURG TRUE VALUE PHILIPSBURG PA	\$31.79
3	25 JUL	CAPITAL PAY FEE	10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$986.02	.04082%	14.90%	\$12.07
CASH	\$989.79	.04082%	14.90%	\$12.12

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1970560058000059008

New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total enclosed \$	

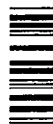
Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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



057229



#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



Looking for a solution to pay off bills or free up extra cash? Look no further than your own home.

Homeowners, take advantage of current low interest rates!

Call **1-888-304-3460** today
or visit www.capitalone.com/freshstart.

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1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new transactions, 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."
- 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.
- 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.
- 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).

- 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.
- 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 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.

- Annual Percentage Rates (APR).**
 - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - 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.
 - 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.
- 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.
- 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. 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.
- 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

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

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

FILED

MAY 18 2007

6/3:40/0

William A. Shaw

Prothonotary/Clerk of Courts (CK)

3 Cmt to Art

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 - 1665 - CD
vs. :
ROBERT C. KNEPP, :
Defendant :

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

Defendant, Robert C. Knepp, through his attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Amended Complaint and respectfully avers as follows:

1. Plaintiff filed an Amended Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about May 4, 2007, alleging a credit card account between Defendant and Capital One Bank.

2. Plaintiff alleges that there is an unpaid balance on the credit card account of Two Thousand Seven Hundred Sixty-three Dollars and Seventy-five Cents (\$2,763.75), plus interest at the rate of 25.90% per annum from August 25, 2003, to the date of judgment, plus costs.

3. Plaintiff failed to attached a copy of the alleged written agreement between Defendant and Capital One Bank.

4. Plaintiff attached an exhibit to the Amended Complaint which appears to be statements commencing January or February 2002 through August 25, 2003.

5. Plaintiff had filed an earlier Complaint to which Preliminary Objections were filed and one of the Preliminary Objections specifically stated that Plaintiff failed to attach a copy of the alleged written agreement between Defendant and Capital One Bank.

6. There is nothing of record based on Plaintiff's documents showing a written agreement between Plaintiff and Defendant.

7. It is required that Plaintiff submit a written agreement showing their authority to make charges against Defendant, including the various itemized charges set forth in their account.

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 Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

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07/14/07
MAY 22 2007
William A. Shaw
Prothonotary/Clerk of Courts
Atty Colavecchi

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

CAPITAL ONE BANK,

Plaintiff : No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant :

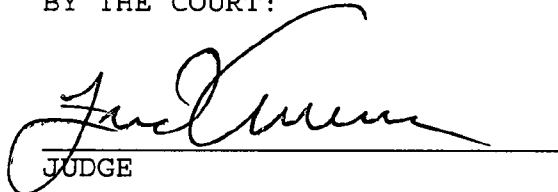
RULE

AND NOW, this 22 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 13th day of June, 2007, at 2:00 P..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

MAY 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/22/07

☒ 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. 06 - 1665 - CD
:
vs. :
:
ROBERT C. KNEPP, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint and Rule in the above-captioned action was mailed by First Class Mail, postage prepaid, the 23rd day of May 2007, to the attorney of record:

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



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

Dated: 6/12/07

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

FILED
JUN 13 2007
10 cc
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William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK :
-VS- : No. 06-1665-CD
ROBERT C. KNEPP :

O R D E R

AND NOW, this 13th day of June, 2007, this being the date set for argument on the Defendant's Preliminary Objections; the Court noting that Joseph Colavecchi, Esquire, attorney for the Defendant, has appeared to argue the same; the Court notes that neither counsel for or any representative of Capital One Bank has appeared; accordingly, it is the ORDER of this Court that the Preliminary Objections be and are hereby granted to the extent that the Plaintiff shall have no more than twenty (20) days from this date in which to file an Amended Complaint and attach thereto a legible copy of the credit card agreement entered into between the Plaintiff and Defendant and executed by the Defendant.

FILED
03:03:04
JUN 15 2007

acc Atty:
Warmbrodt
J. Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

GR

BY THE COURT,

President Judge

FILED

JUN 15 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/15/07

____ 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

CAPITAL ONE BANK,

Plaintiff,

v.

ROBERT C. KNEPP,

Defendant.

CIVIL DIVISION

NO.: 2006-1665-CD

**PLAINTIFF'S SECOND AMENDED
COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff.

Counsel of record for this Party:

JAMES C. WARMBRODT, ESQUIRE
P.A.I.D.# 42524

WELTMAN, WEINBERG & REIS CO
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR# 5215680

FILED
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JUL 02 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1665-CD

v.

ROBERT C. KNEPP,

Defendant.

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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1665-CD

v.

ROBERT C. KNEPP,

Defendant.

PLAINTIFF'S SECOND AMENDED COMPLAINT

AND NOW, comes the Plaintiff, CAPITAL ONE BANK, by and through its attorneys, and hereby files the following Second Amended Complaint, as follows:

1. Plaintiff, Capital One Bank, is a corporation with offices at 6851 Jericho Turnpike #190, Syosset, NY 11791.
2. Defendant, Robert C. Knepp, is an adult individual residing at 615 Decatur Street, Philipsburg, PA 16866.
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.

COUNT I

4. The averments contained in paragraphs 1 through 3, above, are incorporated herein by reference thereto as though herein set forth at length.
5. On or about February 9, 2002 Defendant received a credit card issued by Plaintiff bearing the account number 4862362140763510.

6. Enclosed with the credit card mailed by Plaintiff to the Defendant was a written customer agreement. A true and correct copy of the aforesaid 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 "1" and made a part hereof.
7. The mailing of the credit card by the Plaintiff to the Defendant was an offer by the Plaintiff to the Defendant to enter into a business relationship pursuant to the terms of the written customer agreement.
8. Defendant used the aforementioned credit card to make cash advances and to purchase goods, merchandise and services.
9. By using the aforementioned credit card, and by making payments to Plaintiff, Defendant accepted the Plaintiff's offer to enter into a business relationship pursuant to the terms of the written customer agreement.
10. Attached hereto, marked as Exhibit "2" and made a part hereof is a true and correct copy of the monthly statements on Defendant's aforementioned account, account number 4862362140763510, dated February 25, 2002 through August 25, 2003.
11. Pursuant to the terms of the agreement between the parties, Defendant agreed to make monthly payments on the outstanding balance on his account.
12. Defendant last made a payment on her account on January 27, 2003, which payment was in the amount of \$58.00
13. Defendant is in default of the agreement between the parties by failing to make the monthly payments when due.

14. The balance due and owing to the Plaintiff on the aforementioned credit card account as of August 25, 2003 was \$2,763.75.

15. 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.

16. 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, ROBERT C. KNEPP, individually, on Count I, in the amount of \$2,763.75, plus interest at the rate of 25.90% per annum from August 25, 2003 to the date of judgment, plus costs.

COUNT II-UNJUST ENRICHMENT

17. The averments contained in paragraphs 1 through 16, above, are incorporated herein by reference thereto as though herein set forth at length.

18. Defendant used the aforementioned credit card from on or about February 15, 2002 through on or about February 25, 2003 to make cash advances and to purchase goods, merchandise and services.

19. Defendant has failed to pay for all of the cash advances, goods, merchandise and services obtained using the aforementioned credit card.

20. The balance presently owed to Plaintiff for the aforementioned goods,
merchandise and services is \$2,763.75.

21. By his use, acceptance and retention of the aforementioned cash advances, goods,
merchandise and services without paying the balance owed to the Plaintiff,
Defendant has been unjustly enriched to the detriment of the Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant,
ROBERT C. KNEPP, individually, on Count II, in the amount of \$2,763.75, plus costs.

Respectfully submitted,



JAMES C. WARMBRODT, ESQUIRE
P.A.I.D.# 42524
WELTMAN, WEINBERG & REIS CO L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

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 joined 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 let 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 or 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.

3. 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. You may still owe finance charges, 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 fees, returned check fees, cash advance fees and any

EXHIBIT

"1"

Your first 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

Welcome to Capital One®

Have you activated your card?

To use your card, you must first activate it by calling our toll-free customer service line. In case you haven't already done so, be sure to call the 800 number printed on the activation sticker on the front of your card.

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021-1100

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JAN 26 - FEB 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$1,347.14
Finance Charges	\$34.50
New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$618.36
Credit Line for Cash	\$1,000
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	15 FEB	WM SUPERCENTER CLEARFIELD PA	\$73.67
2	15 FEB	COUNTY NATIONAL BANK PHILIPSBURG PA	1,000.00
3	16 FEB	LOWE'S #273 STATE COLLEGE PA	34.47
4	19 FEB	LH POWERS FUELS INC PHILIPSBURG PA	200.00
5	25 FEB	MEMBERSHIP FEE	39.00
6	25 FEB	CASH ADVANCE FEE -- FINANCE CHARGE	30.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$355.56	.04082%	14.90%	\$4.50

ANNUAL PERCENTAGE RATE applied this period

41.40%

584785

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 1381640000000041001

New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 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



058478

#9005745953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



EXHIBIT

"2"

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. 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, 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 of your account to the daily balance of each segment of 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.

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.

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 fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. 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.

f. 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

Capital One supports information privacy protection; see our website at www.capitalone.com.

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Capital One 01LGLBAK

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 any other 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!

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

\$497 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.

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

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
 4862-3621-4076-3510

FEB 26 - MAR 25, 2002
 Page 1 of 1

Account Summary

Previous Balance	\$1,381.64
Payments, Credits and Adjustments	\$41.00
Transactions	\$10.00
Finance Charges	\$15.83
New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$633.53
Credit Line for Cash	\$1,000
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

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1 22 MAR PAYMENT RECEIVED - THANK YOU \$41.00-

Transactions

2 21 MAR CHOICE CIG. #44007 CHESTER HILL PA \$10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$350.35	.04082%	14.90%	\$4.00
CASH	\$1,034.84	.04082%	14.90%	\$11.83

ANNUAL PERCENTAGE RATE applied this period

14.90%

568645

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1366470041000040004

New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street		Appt. #
City	State	ZIP
Home Phone	Alternate Phone	

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



056864

#9008545953021877# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



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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Mention Offer Code: EMERALD

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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 of PeoplePC Online 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 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 (i.e., 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 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 (3-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 less 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. 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 close 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 late 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 be closed 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

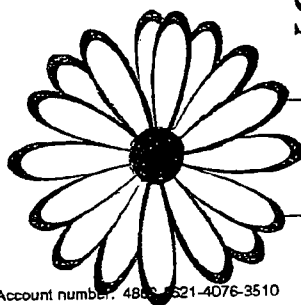
‡ Does not apply to business non-credit card accounts

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Capital One OILGUBAK

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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.



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on your next purchase when
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Account number: 4862-3621-4076-3510

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Capital One

PLATINUM VISA ACCOUNT

4862-3621-4076-3510

MAR 26 - APR 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,366.47
Payments, Credits and Adjustments	\$40.00
Transactions	\$233.65
Finance Charges	\$19.53
New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$420.35
Credit Line for Cash	\$1,000
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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	22 APR	PAYMENT RECEIVED - THANK YOU	\$40.00

Transactions

2	29 MAR	PHONECHARGE FEE 888-840-9603 NY	\$5.50
3	29 MAR	PENNSYLVANIA-AMERICAN 888-840-9603 PA	127.82
4	08 APR	FAMILY BOOKSTORE #33 ALTOONA PA	56.11
5	09 APR	CVS #1919 PHILIPSBURG PA	23.00
6	15 APR	CHOICE CIGARETTES 4400 CHESTER HILL PA	21.22

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$531.30	.04082%	14.90%	\$6.72
CASH	\$1,012.37	.04082%	14.90%	\$12.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

598855

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1579650040000047008

New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002

Total enclosed \$

\$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	ZIP
Alternate Phone	

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



059885

#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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- 100% satisfaction and freshness guaranteed
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plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM*
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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
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 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 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 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.

c. If the code D (Fixed), F (1-mo. LIBOR) or G (3-mo.
LIBOR) 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.

d. If the code D (Fixed), F (1-mo. LIBOR) or G (3-mo.
LIBOR) 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
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 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.

† 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.

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First 3 months half-price

\$4.97* a month; \$9.95/mo. thereafter

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 Or visit www.peoplepc.com/go/garnet

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- More Email Addresses
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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT

APR 26 - MAY 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,579.65
Payments, Credits and Adjustments	\$47.00
Transactions	\$400.33
Finance Charges	\$22.18
New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$44.84
Credit Line for Cash	\$1,000
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

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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

Payments, Credits and Adjustments

1 22 MAY	PAYMENT RECEIVED - THANK YOU	\$47.00

Transactions

2 29 APR	PRIME SIRLOIN DUNCANSVILLE PA	\$14.69
3 03 MAY	CVS #1919 PHILIPSBURG PA	30.35
4 05 MAY	ADVANCE AUTO PARTS #12 PHILIPSBURG PA	60.40
5 10 MAY	NAPA AUTO PARTS-PHILIP PHILIPSBURG PA	111.01
6 10 MAY	THE PEPBOYS 00005231 SATE COLLEGE PA	6.24
7 10 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	14.16
8 10 MAY	KMART 00030486 STATE COLLEGE PA	36.28
9 10 MAY	SHONEYS OF STATE COLLEGE STATE COLLEGE PA	15.42
10 11 MAY	NAPA AUTO PARTS-PHILIP PHILIPSBURG PA	46.61
11 12 MAY	SARINA'S RESTAURANT PHILIPSBURG PA	18.96
12 13 MAY	WM SUPERCENTER CLEARFIELD PA	34.10
13 15 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	12.11

Capital One is a proud supporter of the National Youth Anti-Drug Media Campaign --
PARENTS. THE ANTI-DRUG.
 Stay Involved. Ask Questions. For advice and questions to ask, call 1-800-788-2800 or visit
www.theAntiDrug.com

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$805.41	.04082%	14.90%	\$9.86
CASH	\$1,065.93	.04082%	14.90%	\$12.32

ANNUAL PERCENTAGE RATE applied this period

14.90%

564145

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1955160047000058001

New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 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



056434

#9014645953021877# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



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

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAY 26 - JUN 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,403.47
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.08
New Balance	\$2,521.55
Minimum Amount Due	\$521.55
Payment Due Date	July 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	25 MAY	OVERLIMIT FEE	\$29.00
2	25 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/25/2003 because your minimum payment was not received by the due date of 06/25/2003. 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	\$1,720.09	.07096%	25.90%	\$37.84
CASH	\$738.45	.07096%	25.90%	\$16.24

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 2521550058000521555

New Balance **\$2,521.55**
Minimum Amount Due **\$521.55**
Payment Due Date **July 25, 2003**
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



052079



#9017745953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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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., 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 balance. 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 <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. 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. 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 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

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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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.85
New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. 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	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.06

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2640400058002640409

New Balance **\$2,640.40**
Minimum Amount Due **\$2,640.40**
Payment Due Date **August 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



000300

#9020745953021877# MAIL ID NUMBER

ROBERT C KNEPP
515 DECATUR ST
PHILIPSBURG PA 16866-2611



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



26R04 0 0100

2

503005

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 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 accounts 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 interest-generating 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 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.

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 from each segment to arrive at your 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 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 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 R 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 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 (Banker's 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 or by mail to: Capital One Customer Relations Department, P.O. Box 1000, Merrifield, VA 22073. If you do not cancel your account, your account will be closed.

6. If You Close Your Account. You may 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, 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.

2. 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

01LGLBAK

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.

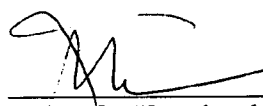
A handwritten signature in black ink, appearing to read 'J. Warmbrodt', written over a horizontal line.

James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the above Second Amended Complaint has been served by First Class, U.S. Mail, postage pre-paid, on this 27th day of June, 2007, upon the following:

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



James C. Warmbrodt, Esquire


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

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,176.56
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.04
New Balance	\$2,289.60
Minimum Amount Due	\$289.60
Payment Due Date	May 24, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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

Payments, Credits and Adjustments

This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

Transactions

1	26 MAR	OVERLIMIT FEE	\$29.00
2	25 APR	PAST DUE FEE	35.00

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 04/25/2003 because your minimum payment was not received by the due date of 04/25/2003. 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	\$1,522.01	.07096%	25.90%	\$33.48
CASH	\$707.17	.07096%	25.90%	\$15.56

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2289600058000289605

New Balance **\$2,289.60**
Minimum Amount Due **\$289.60**
Payment Due Date **May 24, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



002794



#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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 substitute 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 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 "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 in 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 011GBLBAK

52794S

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

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

APR 26 - MAY 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,289.60
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.87
New Balance	\$2,403.47
Minimum Amount Due	\$403.47
Payment Due Date	June 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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).

Payments, Credits and Adjustments

Transactions

1	26 APR	OVERLIMIT FEE	\$29.00
2	25 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/25/2003 because your minimum payment was not received by the due date of 05/24/2003. 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	\$1,619.96	.07096%	25.90%	\$34.49
CASH	\$722.64	.07096%	25.90%	\$15.38

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2403470058000403473

New Balance \$2,403.47
Minimum Amount Due \$403.47
Payment Due Date June 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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

051027

#9014545953021879# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

25000 0100
2-6

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 (i.e., 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 Replicat 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. 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.
6. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
7. **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 01LGLBAC

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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

012-1102

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

FEB 26 - MAR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,094.16
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$24.40
New Balance	\$2,176.56
Minimum Amount Due	\$188.00
Payment Due Date	April 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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	26 FEB	OVERLIMIT FEE	\$29.00
2	25 MAR	PAST DUE FEE	29.00

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	\$1,439.34	.04082%	14.90%	\$16.45
CASH	\$695.55	.04082%	14.90%	\$7.95

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2176560058000188002

New Balance **\$2,176.56**
Minimum Amount Due **\$188.00**
Payment Due Date **April 25, 2003**

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



052973



#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611





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2346

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 Instructions 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 on 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. 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.

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 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.

e. **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.

f. **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 late payment 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

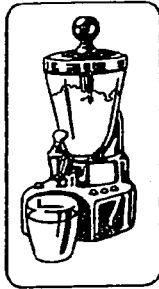
1 Does not apply to business non-credit card accounts

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Capital One: D1LGLBAK

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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.

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Save 10% on SkyMall merchandise* for any occasion through 03/31/03.



FRONTGATE.

Ultimate Smoothie Machine, Item #8412, \$89.00
 And order your Fruit Mix Kit, Item #16340, \$2.99**
 Flavors include: Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields®
 Every
 Occasion
 Nibblers Cookie
 Basket, Item #938,
 \$40.99**



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www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
 (Please indicate Coupon Code ONE10)

Plus many more
 great items.

To order by mail ***

Capital One®

PLATINUM VISA ACCOUNT

4862-3621-4076-3510

JAN 26 - FEB 25, 2003

Page 1 of 2

Account Summary

Previous Balance	\$2,042.76
Payments, Credits and Adjustments	\$58.00
Transactions	\$83.98
Finance Charges	\$25.42

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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

Payments, Credits and Adjustments

1	27 JAN	PAYMENT RECEIVED - THANK YOU	\$58.00-

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	25 JAN	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	22 FEB	AUTOVANTAGE 1-800-224-3528 #57229151	7.99
4	25 FEB	CAPITAL ONE MEMBER FEE	39.00
5	25 FEB	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,321.62	.04082%	14.90%	\$16.72
CASH	\$687.55	.04082%	14.90%	\$8.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 4862362140763510 25 2094160058000123008

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total enclosed	\$
Account Number:	4862-3621-4076-3510

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



051644

#9005745953021876# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



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Shop for special occasions or yourself and save 10%! Capital One and SkyMall make it easy to own great products from the world's leading companies. Purchase quality, brand-name items such as Mrs. Fields Cookies, Frontgate's Ultimate Smoothie Machine and hundreds more. Plus, shop worry-free with the SkyMall guarantee. See Web site for terms and conditions and delivery information.

Three easy ways to order:

- Visit www.skymall.com/capitalone02
- Call 1-800-SKYMALL (759-6255)
- Complete and mail this coupon with your credit card payment
- Don't forget to use Coupon Code ONE10 at checkout

Take advantage of this opportunity to save 10% through 03/31/03.

Important information

*Not all of the companies that advertise in SkyMall participate in discount programs. Therefore, the discount will not apply to some products. See Web site for complete details.

**Plus shipping and handling, plus applicable taxes. Shipping and handling will vary by order. Shipments to Alaska, Hawaii, Puerto Rico, Guam, APOs and FPOs require an additional \$30 shipping charge. SkyMall is solely responsible for this offer and is not affiliated with Capital One. Any trademarks mentioned here are solely owned by the respective entity. All rights reserved. Capital One has no affiliation with these non-credit card entities or products. Capital One does not provide, endorse or guarantee any products shown here. By responding to this offer, you are communicating information about yourself to SkyMall, which provides this product—for example, that you are a Capital One customer. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

Name _____
 Mailing Address _____
 City _____ State _____ ZIP _____
 E-mail Address _____
 Phone Number (____) _____
 Credit Card Member _____
 Credit Card Expiration Date _____
 Smoothie Machine @ \$89.00 x Qty (____) = _____
 Total Fruit Mix Kit @ \$2.99 x Qty (____) = _____
 Cookie Basket @ \$40.99 x Qty (____) = _____
 Deduct 10% Off Now _____
 Total Cost to You* _____
 Fruit Mix Kit flavors:
 Strawberry-Banana (Qty) _____
 Tropical Mango (Qty) _____
 Peach-Berry (Qty) _____
 Signature _____ Date _____

I authorize Capital One to forward this coupon on my behalf to the company that provides this product

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1. How To Avoid A Finance Charge.

- 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".
- 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.
- 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.
- 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).

- 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.
- 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).

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

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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 90 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.

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 2-4-000000

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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.



Good credit is priceless.

Payment Protection from Capital One makes protecting it affordable!

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code 9SA

Dear ROBERT C KNEPP,

Page 2 of 2

**Affordable credit protection
designed with you in mind**

Your minimum monthly payment
will be paid—including the monthly
charge for Payment Protection

Late and overlimit
fees may be waived

You can use your Capital One
card even while benefit payments
are being made!

You made a smart move when you signed up for your Capital One® credit card.
And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings
you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program pays the **minimum monthly
payment** you owe on your eligible balance if you or your secondary cardholder
loses a job involuntarily or one of you becomes temporarily disabled due to an
accident or illness. Plus, in the event of death or permanent disability of you or
your secondary cardholder, Payment Protection will pay off the eligible balance on
your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement
balance. For example, if your balance is \$200, the cost for the month is only \$1.78.
If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment
Protection. To join them, just sign and return your attached Enrollment Form in
the provided Capital One credit card statement envelope. You will receive your
Payment Protection Addendum, including complete plan terms and conditions,
in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

Sincerely,

J. Alan Berson
Senior Vice President, Capital One

Thank you for choosing
Capital One®

Customer Relations:
(800) 955-7070
www.capitalone.com

P.S. The power of Payment Protection has never been more affordable. Enroll
now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

200800

200800

Key Code:9SA

Payment Protection Enrollment Form

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

Account # 4862-3621-4076-3510

☐ **YES!** I want the peace of mind that comes with Payment
Protection. By signing below, I authorize you to enroll me in this
program to safeguard my current Capital One® account. I understand
that by enrolling, I will be charged \$0.89 per \$100 of my monthly
statement balance, which will be billed to my Capital One credit card
account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

*Please sign in black or blue ink only. Detach and return this form in your
Capital One credit card payment envelope.*

IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance if you or your secondary cardholder becomes involuntarily unemployed or are unable to work due to disability. It also pays the entire balance, up to \$10,000, in the event of death or permanent total disability of you or your secondary cardholder. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

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CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

NOV 26 - DEC 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,883.59
Payments, Credits and Adjustments	\$56.00
Transactions	\$107.75
Finance Charges	\$23.43
New Balance	\$1,958.77
Minimum Amount Due	\$58.00
Payment Due Date	January 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$41.23
Credit Line for Cash	\$1,000
Available Credit for Cash	\$41.23

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

It's 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

1	23 DEC	PAYMENT RECEIVED - THANK YOU	\$56.00

Transactions

2	23 NOV	AUTOVANTAGE 1-800-224-3528 #5729151	\$7.99
3	21 DEC	WM SUPERCENTER CLEARFIELD PA	99.76

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,215.35	.04082%	14.90%	\$14.88
CASH	\$698.50	.04082%	14.90%	\$8.55

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 1958770056000058002

New Balance **\$1,958.77**
Minimum Amount Due **\$58.00**
Payment Due Date **January 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



055949



#9035945953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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: DOLLAR

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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 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 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 to 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 the 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 (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 *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 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 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 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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ROBERT C KNEPP,*let your home open the door to cash.***ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!**

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

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- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call **1-800-832-4992** or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

Capital One

PLATINUM VISA ACCOUNT

DEC 26, 2002 - JAN 25, 2003

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,958.77
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.77
Finance Charges	\$25.22
New Balance	\$2,042.76
Minimum Amount Due	\$119.00
Payment Due Date	February 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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

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	28 DEC	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
2	05 JAN	SHEETZ #064 PHILIPSBURG PA	21.78
3	25 JAN	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,304.59	.04082%	14.90%	\$16.51
CASH	\$688.54	.04082%	14.90%	\$8.71

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2042760056000119006

New Balance **\$2,042.76**
Minimum Amount Due **\$119.00**
Payment Due Date **February 25, 2003**

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



048409

#9002645953021871# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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Homeowners, take advantage of current low interest rates!

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or visit www.capitalone.com/freshstart.

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A MEMBER OF THE COUNTRYWIDE FAMILY

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1. How To Avoid A Finance Charge.

- 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."
- 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.
- 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 interest 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.
- 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).

- 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 balance. 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.
- 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.

- Annual Percentage Rates (APR).**
 - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - 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.
 - 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.
- 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.
- 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.
- 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, 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 at 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.
- 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 back 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.

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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

AUG 26 - SEP 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,516.16
Payments, Credits and Adjustments	\$50.00
Transactions	\$7.99
Finance Charges	\$19.35
New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$506.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$276.89

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	23 SEP	PAYMENT RECEIVED - THANK YOU	\$50.00-

Transactions

2	24 AUG	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$788.45	.04082%	14.90%	\$9.98
CASH	\$740.22	.04082%	14.90%	\$9.37

ANNUAL PERCENTAGE RATE applied this period

14.90%

57537S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 1493500050000044008

New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 2002
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Appt. #
City	State ZIP
Home Phone	Alternate Phone

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



057537



#9026945953021877# MAIL ID NUMBER
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2-78

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 on 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 interest 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 the total periodic finance charge for each segment. We then 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) 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 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**
1. **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.

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- > BONUS Free Bluetooth® Headset (\$60 Value)
- > FREE Shipping & Handling

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Limited Time Offer
for Capital One®
Cardholders

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PLATINUM VISA ACCOUNT
4862-3621-4076-3510

SEP 26 - OCT 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,493.50
Payments, Credits and Adjustments	\$50.00
Transactions	\$444.29
Finance Charges	\$20.55
New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$91.66
Credit Line for Cash	\$1,000
Available Credit for Cash	\$91.66

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

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.

Payments, Credits and Adjustments

1 23 OCT PAYMENT RECEIVED - THANK YOU \$50.00-

Transactions

2 28 SEP	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3 12 OCT	LOWE'S #273 STATE COLLEGE PA	114.66
4 12 OCT	AMES DEPT STOR00010272 STATE COLLEGE PA	188.97
5 19 OCT	LOWE'S #273 STATE COLLEGE PA	132.67

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$952.86	.04082%	14.90%	\$11.67
CASH	\$725.06	.04082%	14.90%	\$8.88

ANNUAL PERCENTAGE RATE applied this period 14.90%

56676S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362140763510 25 1908340050000057002

New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total enclosed \$	

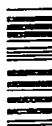
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Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

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



056676



#9029945953021874# MAIL ID NUMBER
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PHILIPSBURG PA 16866-2611



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- How To Avoid A Finance Charge.
 - 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".
 - 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.
 - 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.
 - Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
- Average Daily Balance (Including New Purchases).
 - 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 segment are not added to the daily balance. 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 balance, 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.
 - If the code 2 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.
- Annual Percentage Rates (APR).
 - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - 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.
 - 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.
- Assessment of Late, Overlooked 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.
- 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. 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.
- 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.

† 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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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

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PLATINUM VISA ACCOUNT

OCT 26 - NOV 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,908.34
Payments, Credits and Adjustments	\$57.00
Transactions	\$7.99
Finance Charges	\$24.26
New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$116.41
Credit Line for Cash	\$1,000
Available Credit for Cash	\$116.41

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

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.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 won!

Payments, Credits and Adjustments

1 20 NOV PAYMENT RECEIVED - THANK YOU \$57.00-

Transactions

2 26 OCT AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

***Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,208.21	.04082%	14.90%	\$15.29
CASH	\$708.85	.04082%	14.90%	\$8.97

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 4862362140763510 25 1883590057000056005

New Balance \$1,883.59
Minimum Amount Due \$56.00
Payment Due Date December 24, 2002
Total enclosed \$

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

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



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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 2 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) 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, 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.
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 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, overlook 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 send 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

1 Does not apply to business non-credit card accounts

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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 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.

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25R03 01000

2-8-06

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 payment 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), I (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.

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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 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

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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.

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- Spam Controls
- Smart Dialer
- More Email Addresses
- Internet Call Waiting

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Capital One

PLATINUM VISA ACCOUNT

MAY 26 - JUN 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,955.16
Payments, Credits and Adjustments	\$58.00
Transactions	\$40.13
Finance Charges	\$25.29
New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$37.42
Credit Line for Cash	\$1,000
Available Credit for Cash	\$15.25

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-905-3637

For free online account service and special customer offers, log on to:
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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	22 JUN	PAYMENT RECEIVED - THANK YOU	\$58.00-

Transactions

2	27 MAY	AMES DEPT STOR00000711 PHILIPSBURG PA	\$30.07
3	28 MAY	CHOICE CIG. #44007 CHESTER HILL PA	10.06

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$994.53	.04082%	14.90%	\$12.59
CASH	\$1,003.89	.04082%	14.90%	\$12.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

55858S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1962580058000058007

New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 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



000000

#9017745953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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Mention Offer Code: OPAL

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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 balance of each segment of your account to the daily periodic rate for 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 2 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).

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. USBOR), 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.

c. If the code D (Prime), F (1-mo. USBOR) or G (3-mo.

USBOR Replicated Margin) 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

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.

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.

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 not 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 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.

2. 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

1. Does not apply to business non-credit card accounts

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56858S

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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,962.58
Payments, Credits and Adjustments	\$58.00
Transactions	\$41.79
Finance Charges	\$24.19
New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$29.44
Credit Line for Cash	\$1,000
Available Credit for Cash	\$27.20

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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	25 JUL	CAPITAL PAY PAYMENT	\$58.00

Transactions

2	23 JUL	PHILIPSBURG TRUE VALUE PHILIPSBURG PA	\$31.79
3	25 JUL	CAPITAL PAY FEE	10.00

Finance Charges *Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	5.986.02	.04082%	14.90%	\$12.07
CASH	\$989.79	.04082%	14.90%	\$12.12

ANNUAL PERCENTAGE RATE applied this period **14.90%**

57229S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1970560058000059008

New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total enclosed \$	

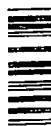
Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

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



057229



#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

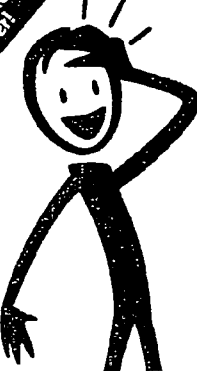


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Capital One
Offer!**



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\$4.97*

a month;
\$9.95/mo. thereafter

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- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
 4862-3621-4076-3510

JUL 26 - AUG 25, 2002
 Page 1 of 1

Account Summary

Previous Balance	\$1,970.56
Payments, Credits and Adjustments	\$500.00
Transactions	\$21.11
Finance Charges	\$24.49
New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$483.84
Credit Line for Cash	\$1,000
Available Credit for Cash	\$261.96

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

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 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	22 AUG	PAYMENT RECEIVED - THANK YOU	\$500.00

Transactions

2	27 JUL	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	03 AUG	COUNTRY CONVENIENCE OSCEOLA MILLS PA	13.12

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been automatically billed to your Capital One credit card. Membership will be renewed quarterly so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$988.75	.04082%	14.90%	\$12.51
CASH	\$946.92	.04082%	14.90%	\$11.98

ANNUAL PERCENTAGE RATE applied this period **14.90%**

551385

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1516160500000045009

New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 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



055138

#9023745953021874# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



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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SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: JADE

Or visit www.peoplepc.com/go/jade

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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 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, 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 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 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 (One, 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

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 disclosed 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.

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Capital One

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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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

**ANSWER TO SECOND AMENDED
COMPLAINT, NEW MATTER AND
COUNTERCLAIM**

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

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COLAVECCHI
& COLAVECCHI
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COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 2cc
8/9/30/07
JUL 30 2007
Amy J. 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 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
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 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
Defendant :

*ANSWER TO SECOND AMENDED COMPLAINT,
NEW MATTER AND COUNTERCLAIM*

ANSWER

NOW COMES, Robert C. Knepp, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer to Plaintiff's Second Amended Complaint and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Defendant avers that he has no actual knowledge nor should he clearly have knowledge of the truth or falsity of the facts averred in the Plaintiff's Complaint, and that he has made a reasonable investigation to obtain knowledge thereof but has been unable to certain their truth or falsity. Therefore, Defendant denies the averments of the aforesaid Complaint and, if material, demands proof thereof on the trial of this cause.
4. This does not require an answer.

5. Defendant does not recall the dates set forth by the Plaintiff in the Complaint and for this reason, denies the averment and demands strict proof at the trial of this case.

6. Denied. Defendant does not recall receiving a written Customer Agreement. Strict proof of this averment is demanded at the trial of this case.

7. Denied. This is a legal conclusion.

8. It is admitted that Defendant made various charges on the credit card. However, Defendant does not recall the exact details and strict proof of this averment is demanded at the trial of this case.

9. Denied. It is necessary for there to be a written agreement between Plaintiff and Defendant in order for Defendant to be bound by any unilateral arrangement by Plaintiff.

10. It is admitted that there is an exhibit attached to the Complaint. However, Defendant does not recall the details as set forth in the statements and strict proof of said details are demanded at the trial of this case.

11. Denied. It is necessary for Defendant to have signed a written agreement with Plaintiff who has failed to produce a written agreement between Plaintiff and Defendant.

12. Denied. Defendant does not recall the charges set forth in said Complaint and strict proof of this averment is demanded at the trial of this case.

13. Denied. On the contrary, there is no written agreement between Plaintiff and Defendant.

14. Denied. On the contrary, there are various charges that Plaintiff is claiming which are totally unauthorized and not legal under the laws of the Commonwealth of Pennsylvania, including an excessive interest rate and items such as over limit fees and past due fees which in absence of a written agreement are not authorized.

15. Denied. The legal rate of interest in the Commonwealth of Pennsylvania is 6% per annum. Any charges in excess of this rate are clearly illegal.

16. It is denied that Defendant owes the amounts as set forth in Plaintiff's Complaint.

17. This does not require an answer.

18. Denied. Defendant does not recall making all of these charges as set forth in Plaintiff's Complaint. Strict proof is demanded at the trial of this case.

19. It is denied that Defendant has a legal obligation to pay the amounts demanded by Plaintiff.

20. Denied. As set forth earlier, there are itemized charges set forth by Plaintiff which are not authorized under the laws of the Commonwealth of Pennsylvania.

21. Denied. If there were any charges which are owed to Plaintiff from Defendant, they were accepted by Plaintiff voluntarily.

WHEREFORE, Defendant asks that the Second Amended Complaint in this case be dismissed and that judgment be entered in favor of Defendant.

NEW MATTER

Defendant, through his attorney, Joseph Colavecchi, Esquire, files this New Matter and respectfully avers as follows:

22. Defendant specifically avers the defense of the four-year Statute of Limitations. It is averred that it has been more than four years since there was any activity in this account prior to Plaintiff filing a Complaint.

23. Defendant specifically avers that Plaintiff's actions should be dismissed pursuant to Doctrine of Unclean Hands because Plaintiff was asserting an interest rate in excess of 6% per annum which is illegal under the laws of the Commonwealth of Pennsylvania, plus additional costs such as over limit fees, and late fees which are illegal under Pennsylvania law unless specifically agreed to by Defendant.

WHEREFORE, Plaintiff asks that the Second Amended Complaint be dismissed and that judgment be entered in favor of Defendant, together with interest and costs.

COUNTERCLAIM

COUNT I

ROBERT C. KNEPP VS. CAPITAL ONE BANK
FOR VIOLATION OF STATE USURY LAW

NOW COMES the Defendant, who, through his attorney Joseph Colavecchi, Esquire, files his Counterclaim against the Plaintiff and respectfully avers as follows:

24. Capital One Bank has been charging interest against Defendant at rates of 25.90% and higher.

25. Capital One Bank has been making charges for over the limit fees.

26. Capital One Bank has been making charges for late fees.

27. It is alleged on information and belief that there are other charges that Capital One Bank has been making against Defendant which are not authorized.

28. Capital One Bank does not have a written agreement from Defendant authorizing the above charges, all of which are in violation of the Pennsylvania Usury Law. The maximum legal rate of interest in Pennsylvania is 6% simple interest under 41 PS. 201.

29. Defendant is entitled to triple the amount of excess interest paid to Capital One Bank, plus attorney's fees and such other relief as the Court may deem appropriate.

COUNT II

ROBERT C. KNEPP VS. CAPITAL ONE BANK
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

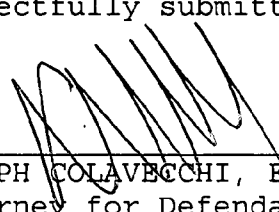
Paragraphs 1 through 29 are incorporated herein by reference thereto.

30. The above transactions are a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law and Defendant has been damaged in an amount to be determined by jury trial.

31. Plaintiff is entitled to a judgment awarding treble damages under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, interest, costs and attorney's fees.

WHEREFORE, Defendant ask that Plaintiff's Second Amended Complaint be dismissed and that judgment be entered in his favor, together with interest and costs.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer, New Matter and 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.


ROBERT C. KNEPP

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

CAPITAL ONE BANK,

Plaintiff,

vs.

ROBERT C. KNEPP,

Defendant.

No. 06-1665-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 # 5215680

FILED *rec*
m110-02324
AUG 21 2007 *Atty*
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. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

PLAINTIFF'S REPLY TO NEW MATTER

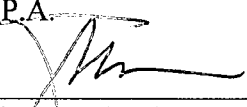
AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and files the following Reply to New Matter:

22. The averments contained in Paragraphs 22 and 23 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:

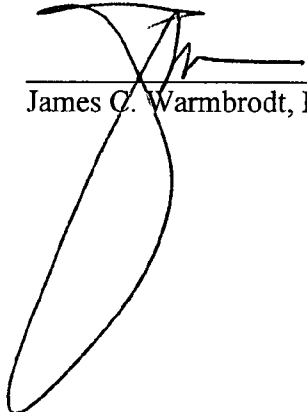
WELTMAN, WEINBERG & REIS,
CO., L.P.A.

By: 
James C. Warmbrodt, Esquire
PA I.D.# 42524
2718 Koppers Bldg.

436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5950528

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.

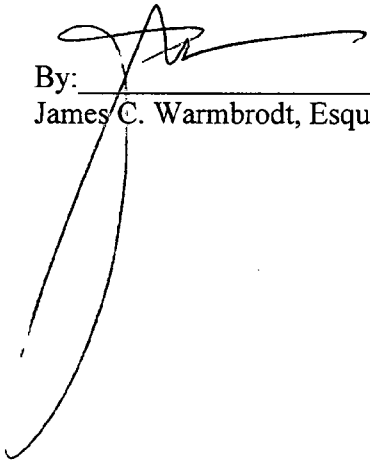


James C. Warmbrodt, Esquire

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 20th day of August, 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

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

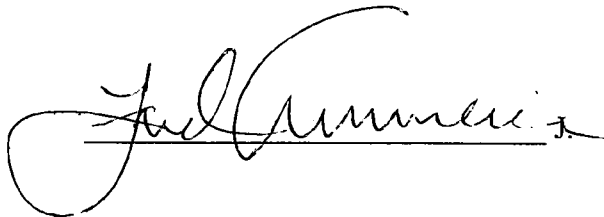
RULE

AND NOW, this 29 day of August, 2007,
upon consideration of the foregoing Preliminary Objections to Defendant's Counterclaim
filed on behalf of the Plaintiff, a Rule is issued on the Defendant to appear and show
cause why the relief requested therein should not be granted.

Rule made Returnable the 5th day of October, 2007 at
2:30 P.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,



FILED ^{2cc}
018:4564 Atty Warmbrodt
AUG 30 2007
(EK)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/30/07

X 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:

CA

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

TYPE OF PLEADING:

PLAINTIFF'S PRELIMINARY
OBJECTIONS TO DEFENDANT'S
COUNTERCLAIM

ROBERT C. KNEPP,

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5215680

FILED

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AUG 22 2007

NO CC

WWR

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

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 11, 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. Defendant thereafter filed Preliminary Objections to the Amended Complaint.
4. By Order entered June 15, 2007, Defendant's Preliminary Objections were sustained, and Plaintiff was directed to file an amended complaint in 20 days.

5. Plaintiff filed its Second Amended Complaint on July 2, 2007.
6. Defendant has filed an Answer, New Matter and Counterclaim, a copy of which is pleading is attached hereto as Exhibit "1".

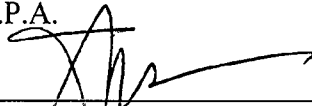
I. – LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)

7. The averments contained in Paragraph 1 through 6, above, are incorporated herein by reference thereto as though herein set forth at length.
8. In Count I of his Counterclaim, Defendant alleges that the interest rates charged by Plaintiff violate the Pennsylvania Usury Law, 41 P.S. § 201.
9. In Count II of his Counterclaim, Defendant alleges that Plaintiff has violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law as a result of Plaintiff's alleged violation of the Pennsylvania Usury Law.
10. Plaintiff is not a Pennsylvania corporation.
11. The interest rates that Plaintiff may charge are governed by the National Bank Act, 12 U.S.C. 85, which preempts the Pennsylvania statute.
12. Defendant has failed to set forth a legal or factual basis for a cause of action based upon Plaintiff's alleged violation of the Pennsylvania Usury Law, 41 P.S. § 201.
13. Defendant has failed to set forth a legal or factual basis for a cause of action based upon Plaintiff's alleged violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.
14. 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 # 5215680

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

CAPITAL ONE BANK,

Plaintiff,

vs.

ROBERT C. KNEPP,

Defendant.

No. 06-1665-CD

TYPE OF PLEADING:

RULE

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
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

*ANSWER TO SECOND AMENDED
COMPLAINT, NEW MATTER AND
COUNTERCLAIM*

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

Counsel of Record for This
Party:

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

COLAVECCHI & COLAVECCHI
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814/765-1566

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

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

JUL 30 2007

EXHIBIT

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
Defendant :

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CIVIL DIVISION

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
Defendant :

*ANSWER TO SECOND AMENDED COMPLAINT,
NEW MATTER AND COUNTERCLAIM*

ANSWER

NOW COMES, Robert C. Knepp, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer to Plaintiff's Second Amended Complaint and respectfully avers as follows:

1. Admitted.

2. Admitted.

3. Defendant avers that he has no actual knowledge nor should he clearly have knowledge of the truth or falsity of the facts averred in the Plaintiff's Complaint, and that he has made a reasonable investigation to obtain knowledge thereof but has been unable to certain their truth or falsity. Therefore, Defendant denies the averments of the aforesaid Complaint and, if material, demands proof thereof on the trial of this cause.

4. This does not require an answer.

5. Defendant does not recall the dates set forth by the Plaintiff in the Complaint and for this reason, denies the averment and demands strict proof at the trial of this case.

6. Denied. Defendant does not recall receiving a written Customer Agreement. Strict proof of this averment is demanded at the trial of this case.

7. Denied. This is a legal conclusion.

8. It is admitted that Defendant made various charges on the credit card. However, Defendant does not recall the exact details and strict proof of this averment is demanded at the trial of this case.

9. Denied. It is necessary for there to be a written agreement between Plaintiff and Defendant in order for Defendant to be bound by any unilateral arrangement by Plaintiff.

10. It is admitted that there is an exhibit attached to the Complaint. However, Defendant does not recall the details as set forth in the statements and strict proof of said details are demanded at the trial of this case.

11. Denied. It is necessary for Defendant to have signed a written agreement with Plaintiff who has failed to produce a written agreement between Plaintiff and Defendant.

12. Denied. Defendant does not recall the charges set forth in said Complaint and strict proof of this averment is demanded at the trial of this case.

13. Denied. On the contrary, there is no written agreement between Plaintiff and Defendant.

14. Denied. On the contrary, there are various charges that Plaintiff is claiming which are totally unauthorized and not legal under the laws of the Commonwealth of Pennsylvania, including an excessive interest rate and items such as over limit fees and past due fees which in absence of a written agreement are not authorized.

15. Denied. The legal rate of interest in the Commonwealth of Pennsylvania is 6% per annum. Any charges in excess of this rate are clearly illegal.

16. It is denied that Defendant owes the amounts as set forth in Plaintiff's Complaint.

17. This does not require an answer.

18. Denied. Defendant does not recall making all of these charges as set forth in Plaintiff's Complaint. Strict proof is demanded at the trial of this case.

19. It is denied that Defendant has a legal obligation to pay the amounts demanded by Plaintiff.

20. Denied. As set forth earlier, there are itemized charges set forth by Plaintiff which are not authorized under the laws of the Commonwealth of Pennsylvania.

21. Denied. If there were any charges which are owed to Plaintiff from Defendant, they were accepted by Plaintiff voluntarily.

WHEREFORE, Defendant asks that the Second Amended Complaint in this case be dismissed and that judgment be entered in favor of Defendant.

NEW MATTER

Defendant, through his attorney, Joseph Colavecchi, Esquire, files this New Matter and respectfully avers as follows:

22. Defendant specifically avers the defense of the four-year Statute of Limitations. It is averred that it has been more than four years since there was any activity in this account prior to Plaintiff filing a Complaint.

23. Defendant specifically avers that Plaintiff's actions should be dismissed pursuant to Doctrine of Unclean Hands because Plaintiff was asserting an interest rate in excess of 6% per annum which is illegal under the laws of the Commonwealth of Pennsylvania, plus additional costs such as over limit fees, and late fees which are illegal under Pennsylvania law unless specifically agreed to by Defendant.

WHEREFORE, Plaintiff asks that the Second Amended Complaint be dismissed and that judgment be entered in favor of Defendant, together with interest and costs.

COUNTERCLAIM

COUNT I

ROBERT C. KNEPP VS. CAPITAL ONE BANK
FOR VIOLATION OF STATE USURY LAW

NOW COMES the Defendant, who, through his attorney Joseph Colavecchi, Esquire, files his Counterclaim against the Plaintiff and respectfully avers as follows:

24. Capital One Bank has been charging interest against Defendant at rates of 25.90% and higher.

25. Capital One Bank has been making charges for over the limit fees.

26. Capital One Bank has been making charges for late fees.

27. It is alleged on information and belief that there are other charges that Capital One Bank has been making against Defendant which are not authorized.

28. Capital One Bank does not have a written agreement from Defendant authorizing the above charges, all of which are in violation of the Pennsylvania Usury Law. The maximum legal rate of interest in Pennsylvania is 6% simple interest under 41 PS. 201.

29. Defendant is entitled to triple the amount of excess interest paid to Capital One Bank, plus attorney's fees and such other relief as the Court may deem appropriate.

COUNT II

ROBERT C. KNEPP VS. CAPITAL ONE BANK
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

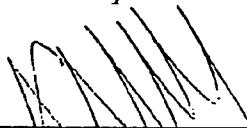
Paragraphs 1 through 29 are incorporated herein by reference thereto.

30. The above transactions are a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law and Defendant has been damaged in an amount to be determined by jury trial.

31. Plaintiff is entitled to a judgment awarding treble damages under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, interest, costs and attorney's fees.

WHEREFORE, Defendant ask that Plaintiff's Second Amended Complaint be dismissed and that judgment be entered in his favor, together with interest and costs.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer, New Matter and 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.

Robert C. Knepp
ROBERT C. KNEPP

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Plaintiff's Preliminary Objections to Defendant's Counterclaim, by First Class Mail, Postage Pre-Paid, on the 17th day of August, 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



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

CAPITAL ONE BANK

Plaintiff

No. 06-1665-CD

vs.

AFFIDAVIT OF SERVICE OF
RULE

ROBERT C. KNEPP

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#05215680

FILED ^{NO CC}
m/11-09/54
SEP 12 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. 06-1665-CD

vs.

ROBERT C. KNEPP

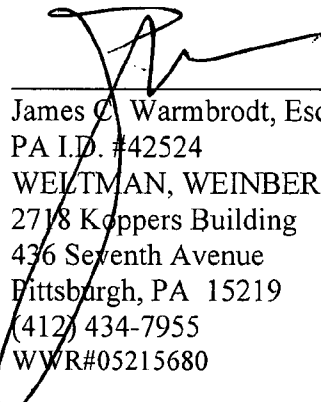
Defendant

AFFIDAVIT OF SERVICE OF RULE

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

1. On or about August 31, 2007, Plaintiff received a signed Rule for a Rule Returnable on the Preliminary Objections to Defendant's Counterclaim for October 05, 2007 at 2:30 P.M. Said Rule is attached as Exhibit "1".
2. On or about September 07, 2007, Plaintiff mailed the Rule to 221 E. Market Street, P.O. Box 131, Clearfield, PA. 16830-0131.

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

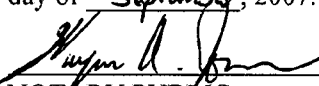
436 Seventh Avenue

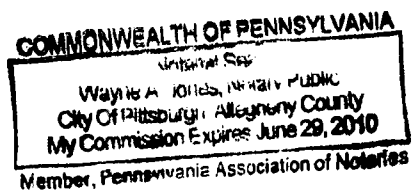
Pittsburgh, PA 15219

(412) 434-7955

WWR#05215680

Sworn to and subscribed
before me this 10
day of September, 2007.


NOTARY PUBLIC



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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

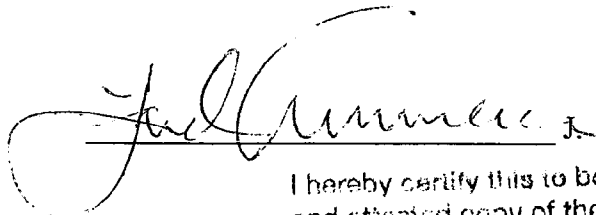
RULE

AND NOW, this 29 day of August, 2007,
upon consideration of the foregoing Preliminary Objections to Defendant's Counterclaim
filed on behalf of the Plaintiff, a Rule is issued on the Defendant to appear and show
cause why the relief requested therein should not be granted.

Rule made Returnable the 5th day of October, 2007 at
2:30 P.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,



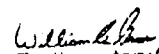
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

EXHIBIT

"1"

AUG 30 2007

Attest.


Prothonotary/
Clerk of Courts

105215680

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

CERTIFICATE OF SERVICE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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*
01/10/4000
SEP 13 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
ROBERT C. KNEPP :
Defendant :

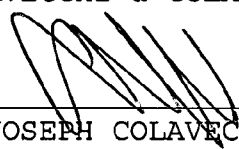
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 13, 2007,
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

COLAVECCHI & COLAVECCHI

DATE: 9/12/07

BY: 
JOSEPH 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

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

vs.

No. 06 - 1665 - CD

ROBERT C. KNEPP,

Defendant

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

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
010:4001
SEP 13 2007
Atty 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 - 1665 - CD
ROBERT C. KNEPP, :
Defendant :

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

NOW COMES, Robert C. Knepp, who, through his Attorney, Joseph Colavecchi, Esquire, files his Answer to Plaintiff's Preliminary Objections to Defendant's Counterclaim and respectfully avers as follows:

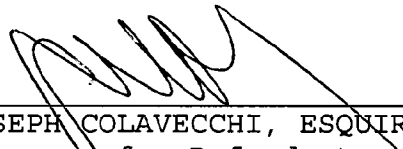
1. Plaintiff has failed to supply a copy of a written agreement signed by Robert C. Knepp with Capital One Bank.
2. Without a written agreement between Plaintiff and Defendant, the highest interest rate that could be charged for goods, service or cash to Defendant would be the Pennsylvania legal rate of six (6%) percent simple interest.

Further, charges over and above six (6%) percent simple interest would be unauthorized in absence of a written agreement between Plaintiff and Defendant.

3. Defendant has specifically asked that the Complaint be dismissed pursuant to the doctrine of unclean hands since additional costs such as over limit fees, late fees and any interest rate in excess of six (6%) percent simple interest per annum would be illegal under Pennsylvania law, unless specifically agreed to by Defendant.

WHEREFORE, Defendant asks that the Amended Complaint against him be dismissed and that the case be allowed to go forward based on the Counterclaim.

Respectfully submitted:



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

9/13/07

Date

CA

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

CAPITAL ONE BANK,

Plaintiff,

vs.

ROBERT C. KNEPP,

Defendant.

No. 06-1665-CD

TYPE OF PLEADING:

PLAINTIFF'S MOTION TO
POSTPONE ARGUMENT DATE
ON 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 # 5215680

FILED acc AH
0/2:35um Warmbrodt
OCT 05 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

PLAINTIFF'S MOTION TO POSTPONE ARGUMENT DATE ON 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 in support of its Motion herein respectfully represents as follows:

1. Plaintiff has filed Preliminary Objections to Defendant's Counterclaim in the within matter.
2. By Rule issued August 29, 2007, this Honorable Court scheduled an argument on said Preliminary Objections for October 5, 2007 at 2:30 p.m.
3. Due to scheduling conflicts, Plaintiff's undersigned counsel is unavailable to appear for the scheduled argument in this matter.
4. Plaintiff's counsel has contacted several local attorneys to appear on his behalf, none of which attorneys are available on that date at that time.

5. Per a telephone conversation on October 4, 2007, Joseph Colavecchi, counsel for the Defendant, graciously consented to a postponement of the October 5, 2007 argument.

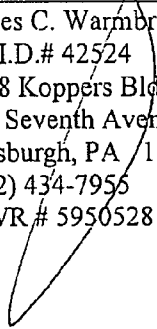
WHEREFORE, Plaintiff humbly requests that this Honorable Court enter an order postponing the October 5, 2007 argument in the within matter, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

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

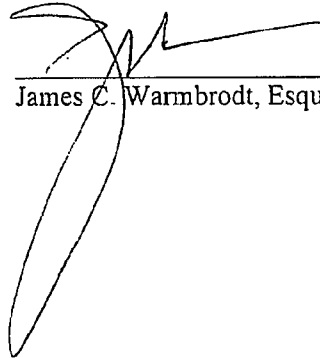
By: 

James C. Warmbrodt, Esquire
PA I.D.# 42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7956
WWR # 5950528



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 Motion to Postpone Argument Date on Plaintiff's Preliminary Objections to Defendant's Counterclaim by facsimile, on the 4 day of October, 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



12

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

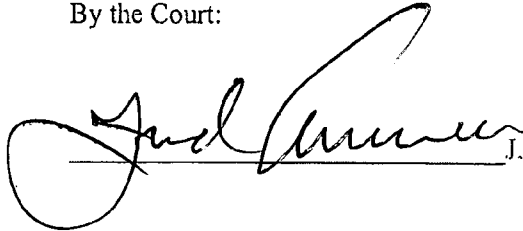
ROBERT C. KNEPP,

Defendant.

ORDER OF COURT

AND NOW, this 4 day of October, 2007, it is
ORDERED, ADJUDGED and DECREED that the hearing scheduled in the above matter
for October 5, 2007 at 2:30 p.m. for argument on Plaintiff's Preliminary Objections to
Defendant's Counterclaim be and hereby is postponed; said hearing is rescheduled for the
15th day of November, 2007 at 3:00 P.m.

By the Court:



FILED 2cc AH
9/21 35 cm Warmbrodt
OCT 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-5-2007

☒ 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

OCT 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

No. 06-1665-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

ROBERT C. KNEPP

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#05215680

FILED *no cc*
10/11/07
OCT 17 2007
LM
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

No. 06-1665-CD

vs.

ROBERT C. KNEPP

Defendant

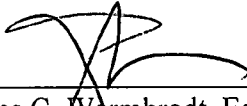
AFFIDAVIT OF SERVICE OF ORDER OF COURT

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 October 11, 2007, Plaintiff received a signed Order of Court for a scheduled hearing on the Plaintiff's Preliminary Objections to Defendant's Counterclaim for November 15, 2007 @ 3:00 P. M. Said Order of Court is attached as Exhibit "1".

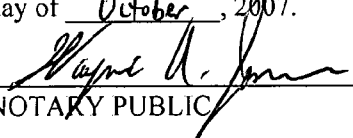
2. On or about October 12, 2007, Plaintiff mailed the Order of Court to 221 East Market Street, P.O. Box 131, Clearfield, PA. 16830.

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

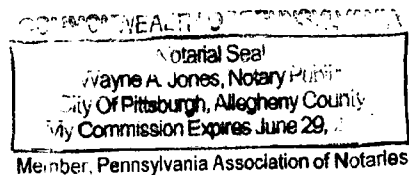


James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 484-7955
WWR#05215680

Sworn to and subscribed
before me this 12
day of October, 2007.



NOTARY PUBLIC



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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

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

OCT 05 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

ORDER OF COURT

AND NOW, this 4 day of October, 2007, it is
ORDERED, ADJUDGED and DECREED that the hearing scheduled in the above matter
for October 5, 2007 at 2:30 p.m. for argument on Plaintiff's Preliminary Objections to
Defendant's Counterclaim be and hereby is postponed; said hearing is rescheduled for the
15th day of November, 2007 at 3:00 P.m.

By the Court:

/s/ Fredric J Ammerman

J.

EXHIBIT

"1"

0521 5680

EXHIBIT

FILED

OCT 17 2007

**William A. Shaw
Prothonotary/Clerk of Courts**

W. Fredric J. Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,
Plaintiff

vs.

ROBERT C. KNEPP,
Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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
0/10/25/01
OCT 18 2007
Atty Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts
(GK)

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

CAPITAL ONE BANK, :
Plaintiff :
 :
vs. : No. 06 - 1665 - CD
 :
ROBERT C. KNEPP, :
Defendant :

MOTION FOR CONTINUANCE

NOW COMES, Robert C. Knepp, Defendant in the above-captioned action, by and through his Attorney, Joseph Colavecchi, Esquire, and moves for a continuance as follows:

1. The above captioned matter is scheduled for Argument on Plaintiff's Preliminary Objections to Defendant's Counterclaim on the 15th day of November 2007 at 3:00 p.m. before Honorable Fredric J. Ammerman.

2. The opposing party is Capital One Bank, represented by James C. Warmbrodt, Esquire.

3. The proceeding was scheduled by Order dated October 4, 2007, a copy of said Order is attached hereto marked Exhibit "A".

4. The proceeding has been previously continued one time. The moving party has not obtained a prior continuance.

5. A continuance is requested because Joseph Colavecchi, Esquire, Attorney for Defendant, has an appointment in Pittsburgh that was made approximately four months ago. If a change of this appointment is made, it will be another four-month wait before a new appointment will be set.

6. James C. Warmbrodt, Esquire, the opposing party has been notified of this request and has no objection.

7. I hereby certify that if a continuance is granted, I will serve a copy of the Order granting the continuance on all parties forthwith.

8. I specifically request a continuance to the next available date.

Respectfully submitted,



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

October 16, 2007

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

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

OCT 05 2007

Attest.

William H. Brown
Prothonotary/
Clerk of Courts

ORDER OF COURT

AND NOW, this 4 day of October, 2007, it is
ORDERED, ADJUDGED and DECREED that the hearing scheduled in the above matter
for October 5, 2007 at 2:30 p.m. for argument on Plaintiff's Preliminary Objections to
Defendant's Counterclaim be and hereby is postponed; said hearing is rescheduled for the
15th day of November, 2007 at 3:00 P.m.

By the Court:

/s/ Fredric J Ammerman

J.

EXHIBIT "A"

0521 5680

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

FILED

OCT 22 2007

0/2:45/10

William A. Shaw
Prothonotary/Clerk of Courts

3 sent to ATT

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 ACTION

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1665 - CD
ROBERT C. KNEPP, :
Defendant :

R U L E

AND NOW, this 22 day of October, 2007, upon
consideration of the attached Motion for Continuance requesting a
continuance:

_____ the motion is denied.

X the motion is granted and the Argument on
Plaintiff's Preliminary Objections to Defendant's Counterclaim
scheduled for November 15, 2007 at 3:00 p.m. is hereby continued
until December 7, 2007, at 9:30 o'clock A.m.
at the Clearfield County Courthouse, Courtroom Number 1.

The moving party shall promptly notify all interested parties
of this Order and shall serve a copy of this Order upon them.

BY THE COURT:


FREDERIC J. AMMERMAN - JUDGE

FILED

OCT 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-22-07

4 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 - 1665 - CD

vs.

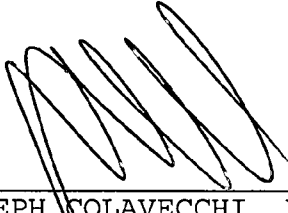
ROBERT C. KNEPP,

Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Motion for Continuance and Rule in the above-captioned action was mailed by First Class Mail, postage prepaid, the 25th day of October 2007, to the attorney of record:

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


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

Dated: 10/25/07

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

FILED No CC
0/2:10am
OCT 29 2007


William A. Shaw
Prothonotary/Clerk of Courts

62

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

CAPITAL ONE BANK,
Plaintiff

vs.

ROBERT C. KNEPP,
Defendant

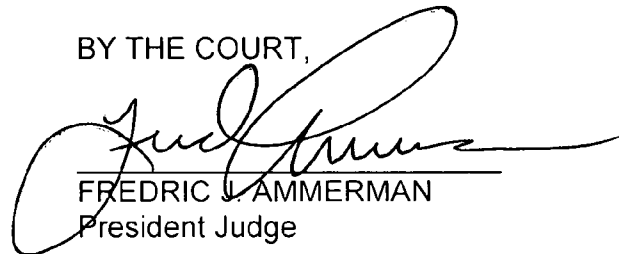
*
*
*
*
*

NO. 06-1665-CD

ORDER

NOW, this 7th day of December, 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 dismissed with prejudice.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/4:00/60
DEC 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

1CC Mrs. Warmbrodt
J. Colavesech

(6K)

FILED

DEC 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/10/07

☐ 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:

LA

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2006-1665-CD

vs.

MOTION FOR SUMMARY JUDGMENT

ROBERT C KNEPP,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esq.
PA I.D. # 42524
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *no cc*
m/11/22/08
JUL 14 2008

*Best
Box*

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.: 2006-1665-CD

vs.

ROBERT C KNEPP,
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 Second Amended Complaint against Defendant seeking judgment in the amount of \$2763.75 with interest at the interest rate of 25.9% per annum from August 25, 2003 and costs. A true and correct copy of the Second Amended Complaint is attached hereto as Exhibit "A" and made a part hereof.

2. Included as Exhibits to Plaintiff's Second Amended Complaint are the written customer agreement for the account (Exhibit 1) and the monthly statements for the account, dated February 25, 2002 through August 25, 2003 (Exhibit 2).

3. Defendant has filed an Answer containing New Matter and a Counterclaim. A true and correct copy of Defendant's Answer, New Matter and Counterclaim is attached hereto as Exhibit "B" and made a part hereof.

4. Defendant's New Matter and Counterclaim are based upon assertions that the finance charges on the account are contrary to Pennsylvania's usury laws, and that this action was commenced beyond the four-year statute of limitations. See, Paragraphs 22-31.

5. Plaintiff filed preliminary objections to Defendant's counterclaim, and by its Order of December 10, 2007, this Honorable Court dismissed with prejudice the counterclaim.

6. On April 20, 2007, Plaintiff served on Defendant Requests for Admissions. A true and correct copy of Plaintiff's Request for Admissions is attached hereto as Exhibit "C" and made a part hereof.

7. Attached to Plaintiff's Request for Admissions are copies of the monthly statements dated February 25, 2002 through August 25, 2003, which statements reflect the date, amount and description of each and every charge and payment made in connection with the Defendant's account.

8. Each of the aforesaid statements sets forth the applicable rate of finance charge applicable to the outstanding balance on the account.

9. On or about May 8, 2007, Defendant served his Answer to Plaintiff's Request for Admissions. A true and correct copy of the Defendant's Answer is attached hereto as Exhibit "D" and made a part hereof.

10. Requested to admit that he applied for the credit card referenced in the Complaint, Defendant objected on the basis that Plaintiff failed to supply a copy of the alleged credit card agreement (Request for Admission no. 1).

11. Requested to admit that the attached monthly statements correctly identified the charges, payments and balances on the account, Defendant answered that he is unable to admit the request due to lack of information (Request for Admission no. 2).

12. Requested to admit that he last made a payment on the account on January 27, 2003, Defendant answered that he is unable to admit the request due to lack of information (Request for Admission no. 3).

13. Requested to admit that he has made no written dispute concerning the billing accuracy on this account, Defendant answered that he had disputed the accuracy of the account many times by telephone (Request for Admission no. 4). Defendant offered no information as to the dates of those conversations or the matters allegedly disputed.

14. Requested to admit that the balance owed on the account is \$2,763.75, Defendant answered that he is unable to admit the request due to lack of information (Request for Admission no. 5).

15. As the record in this matter reflects, Defendant has failed to assert any facts to contradict the payments, charges and balances set forth on the statements of Defendant's account.

16. As the record in this matter reflects, Defendant has not asserted, nor has he produced any evidence, that he has paid the account in full.

17. As the record in this matter reflects, Defendant has failed to aver any facts that would establish a meritorious defense to Plaintiff's Complaint.

18. The record in this matter, as set forth above, reveals that there is no genuine issue of any material fact as to a necessary element of Plaintiff's cause of action or the defense thereto which could be established by additional discovery or expert report, and that Plaintiff is entitled to judgment in its favor as a matter of law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$2763.75 with interest at the legal interest rate of 25.9% per annum from August 25, 2003 and costs.

Respectfully Submitted:


By: _____
James C. Warmbrodt, Esq.
PA I.D. # 42524
WELTMAN WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff,

v.

ROBERT C. KNEPP,

Defendant.

CIVIL DIVISION

NO.: 2006-1665-CD

**PLAINTIFF'S SECOND AMENDED
COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff.

Counsel of record for this Party:

JAMES C. WARMBRODT, ESQUIRE
P.A.I.D.# 42524

WELTMAN, WEINBERG & REIS CO
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR# 5215680

File Copy

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1665-CD

v.

ROBERT C. KNEPP,

Defendant.

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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1665-CD

v.

ROBERT C. KNEPP,

Defendant.

PLAINTIFF'S SECOND AMENDED COMPLAINT

AND NOW, comes the Plaintiff, CAPITAL ONE BANK, by and through its attorneys, and hereby files the following Second Amended Complaint, as follows:

1. Plaintiff, Capital One Bank, is a corporation with offices at 6851 Jericho Turnpike #190, Syosset, NY 11791.
2. Defendant, Robert C. Knepp, is an adult individual residing at 615 Decatur Street, Philipsburg, PA 16866.
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.

COUNT I

4. The averments contained in paragraphs 1 through 3, above, are incorporated herein by reference thereto as though herein set forth at length.
5. On or about February 9, 2002 Defendant received a credit card issued by Plaintiff bearing the account number 4862362140763510.

6. Enclosed with the credit card mailed by Plaintiff to the Defendant was a written customer agreement. A true and correct copy of the aforesaid 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 "1" and made a part hereof.
7. The mailing of the credit card by the Plaintiff to the Defendant was an offer by the Plaintiff to the Defendant to enter into a business relationship pursuant to the terms of the written customer agreement.
8. Defendant used the aforementioned credit card to make cash advances and to purchase goods, merchandise and services.
9. By using the aforementioned credit card, and by making payments to Plaintiff, Defendant accepted the Plaintiff's offer to enter into a business relationship pursuant to the terms of the written customer agreement.
10. Attached hereto, marked as Exhibit "2" and made a part hereof is a true and correct copy of the monthly statements on Defendant's aforementioned account, account number 4862362140763510, dated February 25, 2002 through August 25, 2003.
11. Pursuant to the terms of the agreement between the parties, Defendant agreed to make monthly payments on the outstanding balance on his account.
12. Defendant last made a payment on her account on January 27, 2003, which payment was in the amount of \$58.00
13. Defendant is in default of the agreement between the parties by failing to make the monthly payments when due.

14. The balance due and owing to the Plaintiff on the aforementioned credit card account as of August 25, 2003 was \$2,763.75.
15. 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.
16. 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, ROBERT C. KNEPP, individually, on Count I, in the amount of \$2,763.75, plus interest at the rate of 25.90% per annum from August 25, 2003 to the date of judgment, plus costs.

COUNT II-UNJUST ENRICHMENT

17. The averments contained in paragraphs 1 through 16, above, are incorporated herein by reference thereto as though herein set forth at length.
18. Defendant used the aforementioned credit card from on or about February 15, 2002 through on or about February 25, 2003 to make cash advances and to purchase goods, merchandise and services.
19. Defendant has failed to pay for all of the cash advances, goods, merchandise and services obtained using the aforementioned credit card.

20. The balance presently owed to Plaintiff for the aforementioned goods,
merchandise and services is \$2,763.75.

21. By his use, acceptance and retention of the aforementioned cash advances, goods,
merchandise and services without paying the balance owed to the Plaintiff,
Defendant has been unjustly enriched to the detriment of the Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant,
ROBERT C. KNEPP, individually, on Count II, in the amount of \$2,763.75, plus costs.

Respectfully submitted,



JAMES C. WARMBRODT, ESQUIRE
P.A.I.D.# 42524
WELTMAN, WEINBERG & REIS CO L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412)434-7955
Fax: 412-338-7130

CUSTOMER AGREEMENT

elcome 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 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.

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.

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, your account balance will remain unpaid until the unpaid balance is

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 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. From any transactions you have authorized, finance charges, late

EXHIBIT

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

3. 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 stay in enforcing our rights under this

5215680
SNT
PA
WLC

Welcome to Capital One®

Have you activated your card?

To use your card, you must first activate it by calling our toll-free customer service line. In case you haven't already done so, be sure to call the 800 number printed on the activation sticker on the front of your card.

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021-1100

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JAN 26 - FEB 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$1,347.14
Finance Charges	\$34.50
New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$618.36
Credit Line for Cash	\$1,000
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	15 FEB	WM SUPERCENTER CLEARFIELD PA	\$73.67
2	15 FEB	COUNTY NATIONAL BANK PHILIPSBURG PA	1,000.00
3	16 FEB	LOWE'S #273 STATE COLLEGE PA	34.47
4	19 FEB	LH POWERS FUELS INC PHILIPSBURG PA	200.00
5	25 FEB	MEMBERSHIP FEE	39.00
6	25 FEB	CASH ADVANCE FEE -- FINANCE CHARGE	30.00

Finance Charges

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	0.4082%	14.90%	\$0.00
CASH	\$355.56	0.4082%	14.90%	\$4.50

ANNUAL PERCENTAGE RATE applied this period 41.40%

584785

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 1381640000000041001

New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Appt. #
City	State
Home Phone	Alternate Phone
ZIP	

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

058478

#9005745953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

EXHIBIT

" 2 "

... 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 of 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 (i.e., 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 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 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

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 interest, 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 interest, 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. 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.

2. 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.

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\$497
a month for first 3 months; \$9.95/mo. thereafter

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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3570

FEB 26 - MAR 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,381.64
Payments, Credits and Adjustments	\$41.00
Transactions	\$10.00
Finance Charges	\$15.83
New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$633.53
Credit Line for Cash	\$1,000
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

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1	22 MAR	PAYMENT RECEIVED - THANK YOU	\$41.00

Transactions

2	21 MAR	CHOICE CIG. #44007 CHESTER HILL PA	\$10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	5.350.35	.04082%	14.90%	\$4.00
CASH	\$1,034.84	.04082%	14.90%	\$11.83

ANNUAL PERCENTAGE RATE applied this period

14.90%

568645

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

00000000 0 4862362140763510 25 1366470041000040004

New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Sweet	Appt #
City	State ZIP
Home Phone	Alternate Phone

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



056864

#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



Check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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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 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 period. 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 of PeoplePC Online 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. 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 first 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 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 extend the amount from the \$0.50 minimum to 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 (i.e., 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 (or 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 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 (Chemo, 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 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.

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.

e. Removing 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.

f. 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 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 advance fees and any other less assessed to your account. You are responsible for these amounts whether you request to close the account or 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 survive 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 contact 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

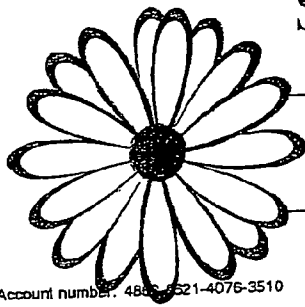
‡ Does not apply to business non-credit card accounts

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26R03 D 0100

56864S

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 statement and your check in the enclosed remittance envelope must be received on a business day by 3:00 p.m. ET. Payments addressed to our address to our Virginia or Georgia 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 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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CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,366.47
Payments, Credits and Adjustments	\$40.00
Transactions	\$233.65
Finance Charges	\$19.53
New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$420.35
Credit Line for Cash	\$1,000
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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	22 APR	PAYMENT RECEIVED - THANK YOU	\$40.00-

Transactions

2	29 MAR	PHONECHARGE FEE 888-840-9603 NY	\$5.50
3	29 MAR	PENNSYLVANIA-AMERICAN 888-840-9603 PA	127.82
4	08 APR	FAMILY BOOKSTORE #33 ALTOONA PA	56.11
5	09 APR	CVS #1919 PHILIPSBURG PA	23.00
6	15 APR	CHOICE CIGARETTES 4400 CHESTER HILL PA	21.22

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$571.30	.040825%	14.90%	\$6.72
CASH	\$1,012.37	.040825%	14.90%	\$12.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

598855

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1579650040000047008

New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	Alternate Phone
ZIP	

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



059885

#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



Order must be payable to Capital One Bank and mail in the enclosed envelope.

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plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM*
by leading brands you trust.

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or Click www.1800flowers.com today!

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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 payment 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 Charges. 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 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.

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. USDR), 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 (3-mo. USDR) or G (3-mo. USDR 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 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 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, 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 part 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.

2.† 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. Of 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.

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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
 4862-3621-4076-3510

APR 26 - MAY 25, 2002
 Page 1 of 1

Account Summary

Previous Balance	\$1,579.65
Payments, Credits and Adjustments	\$47.00
Transactions	\$400.33
Finance Charges	\$22.18
New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$44.84
Credit Line for Cash	\$1,000
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 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 22 MAY PAYMENT RECEIVED - THANK YOU \$47.00-

Transactions

2 29 APR	PRIME SIRLOIN DUNCANSVILLE PA	\$14.69
3 03 MAY	CVS #1919 PHILIPSBURG PA	30.35
4 05 MAY	ADVANCE AUTO PARTS #12 PHILIPSBURG PA	60.40
5 10 MAY	NAPA AUTO PARTS-PHILIP PHILLIPSBURG PA	111.01
6 10 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	6.24
7 10 MAY	THE PEPBOYS 00005231 SATE COLLEGE PA	14.16
8 10 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	36.28
9 10 MAY	KMART 00030486 STATE COLLEGE PA	15.42
10 11 MAY	SHONEYS OF STATE COLLEGE STATE COLLEGE PA	46.61
11 12 MAY	NAPA AUTO PARTS-PHILIP PHILLIPSBURG PA	18.96
12 13 MAY	SARINA'S RESTAURANT PHILIPSBURG PA	34.10
13 15 MAY	WM SUPERCENTER CLEARFIELD PA	12.11
13 15 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	

Capital One is a proud supporter of the National Youth Anti-Drug Media Campaign - PARENTS. THE ANTI-DRUG.
 Stay Involved. Ask Questions. For advice and questions to ask, call 1-800-788-2800 or visit www.theAntiDrug.com

Finance Charges

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$805.41	.04082%	14.90%	\$9.86
CASH	\$1,005.93	.04082%	14.90%	\$12.32

ANNUAL PERCENTAGE RATE applied this period

14.90%

56414S

PLEASE RETURN PORTION BELOW WITH PAYMENT.

Capital One

0000000 0 4862362140763510 25 1955160047000058001

New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Appt #
City	State
Home Phone	ZIP
	Alternate Phone

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

#9014645953021877# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611

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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAY 26 - JUN 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,955.16
Payments, Credits and Adjustments	\$58.00
Transactions	\$40.13
Finance Charges	\$25.29
New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$37.42
Credit Line for Cash	\$1,000
Available Credit for Cash	\$15.25

At your service

To call Customer Relations or to report a lost or stolen card:
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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	22 JUN	PAYMENT RECEIVED - THANK YOU	\$58.00

Transactions

2	27 MAY	AMES DEPT STOR00000711 PHILIPSBURG PA	\$30.07
3	28 MAY	CHOICE CIG. #44007 CHESTER HILL PA	10.06

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$994.53	.04082%	14.90%	\$12.59
CASH	\$1,003.89	.04082%	14.90%	\$12.70

ANNUAL PERCENTAGE RATE applied this period 14.90%

56858S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 1962580058000058007

New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 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

#9017745953021872# MAIL ID NUMBER
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615 DECATUR ST
PHILIPSBURG PA 16866-2611

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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

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PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,962.58
Payments, Credits and Adjustments	\$58.00
Transactions	\$41.79
Finance Charges	\$24.19
New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$29.44
Credit Line for Cash	\$1,000
Available Credit for Cash	\$27.20

Payments, Credits and Adjustments

1	25 JUL	CAPITAL PAY PAYMENT	\$58.00

Transactions

2	23 JUL	PHILIPSBURG TRUE VALUE PHILIPSBURG PA	\$31.79
3	25 JUL	CAPITAL PAY FEE	10.00

At your service

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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

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 manufacturer's written U.S. repair warranty up to one year or warranties of 3 years or less. Register your purchases by phone or online. Certain restrictions and conditions apply. Go to www.visa.com/benefits or call 1-800-595-9928 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	\$986.02	.040629%	14.90%	\$12.07
CASH	\$989.79	.040629%	14.90%	\$12.12

ANNUAL PERCENTAGE RATE applied this period

14.90%

572295

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

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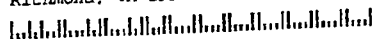
0000000 0 4862362140763510 25 1970560058000059008

New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 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



057229

#9020745953021877# MAIL ID NUMBER
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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 the date of the transaction or the date of the statement 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, 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, the difference will be added 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. Average Daily Balance 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. 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 transactions are not added to the daily balance. 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 M appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each payment 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).

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) appears on the front of your periodic 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. 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 30-day period. 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 close using your account. If you do not cancel and close using your account, we will consider preauthorized billing arrangements, we will consider 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 you 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 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 call our attention to the error or problem. To 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, as 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

1 Does not apply to business non-credit card accounts

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25R04 0 0100
2-7-00

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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UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUL 26 - AUG 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,970.56
Payments, Credits and Adjustments	\$500.00
Transactions	\$21.11
Finance Charges	\$24.49
New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$483.84
Credit Line for Cash	\$1,000
Available Credit for Cash	\$261.96

At your service

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1-800-903-3637

For free online account service and special customer offers, log on to:
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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	22 AUG	PAYMENT RECEIVED - THANK YOU	\$500.00

Transactions

2	27 JUL	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	03 AUG	COUNTRY CONVENIENCE OSCEOLA MILLS PA	13.12

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been automatically billed to your Capital One credit card. Membership will be renewed quarterly so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$988.75	.04082%	14.90%	\$12.51
CASH	\$946.92	.04082%	14.90%	\$11.98

ANNUAL PERCENTAGE RATE applied this period **14.90%**

551385

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

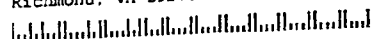
0000000 0 4862362140763510 25 1516160500000045009

New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 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



055138

#9023745953021874# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed a 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 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.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any of 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 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).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (Low), LIBOR, C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate, 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) appears on the front of your statement next to the periodic rate, 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.

e. **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 do so, 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.

f. **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.

g. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
h. **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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2604 00100

551385

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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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

AUG 26 - SEP 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,516.16
Payments, Credits and Adjustments	\$50.00
Transactions	\$7.99
Finance Charges	\$19.35
New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$506.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$276.89

At your service

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www.capitalone.com

Send payments to:
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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 23 SEP PAYMENT RECEIVED - THANK YOU \$50.00

Transactions

2 24 AUG AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Please see reverse side for important information

Finance Charges	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$788.45	.04082%	14.90%	\$9.98
CASH	\$740.22	.04082%	14.90%	\$9.37
ANNUAL PERCENTAGE RATE applied this period				14.90%

575375

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

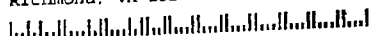
0000000 0 4862362140763510 25 1493500050000044008

New Balance \$1,493.50
Minimum Amount Due \$44.00
Payment Due Date October 25, 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



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PLATINUM VISA ACCOUNT

4862-3621-4076-3510

SEP 26 - OCT 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,493.50
Payments, Credits and Adjustments	\$50.00
Transactions	\$444.29
Finance Charges	\$20.55
New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$91.66
Credit Line for Cash	\$1,000
Available Credit for Cash	\$91.66

Payments, Credits and Adjustments

1	23 OCT	PAYMENT RECEIVED - THANK YOU	\$50.00

Transactions

2	28 SEP	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	12 OCT	LOWE'S #273 STATE COLLEGE PA	114.66
4	12 OCT	AMES DEPT STOR00010272 STATE COLLEGE PA	188.97
5	19 OCT	LOWE'S #273 STATE COLLEGE PA	132.67

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

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

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

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	1952.86	.04082%	14.90%	\$11.67
CASH	\$725.06	.04082%	14.90%	\$8.88

ANNUAL PERCENTAGE RATE applied this period

14.90%

56676S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1908340050000057002

New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total enclosed	\$

Please print mailing address and/or e-mail changes before 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



056676

#9029945953021874# MAIL ID NUMBER
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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. 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 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 purchases are not added to the daily balance. 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.

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), E (Euro), 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 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.

- d. Assessment of Late, Overlooked 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.

- e. 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.

- f. 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, overlooked 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 respective 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 right. 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. 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 contact the merchant with the problem, 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.

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CapitalOne®

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

OCT 26 - NOV 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,908.34
Payments, Credits and Adjustments	\$57.00
Transactions	\$7.99
Finance Charges	\$24.26
New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$116.41
Credit Line for Cash	\$1,000
Available Credit for Cash	\$116.41

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: 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

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.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 won!

Payments, Credits and Adjustments

1 20 NOV PAYMENT RECEIVED - THANK YOU \$57.00

Transactions

2 26 OCT AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

Capital One proudly supports the National Youth Anti-Drug Media Campaign. **PARENTS. THE ANTI-DRUG.** Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges		Please see reverse side for important information			FINANCE CHARGE
	Balance rate applied to	Periodic rate	Corresponding APR		
PURCHASES	\$1,208.21	.04082%	14.90%	\$15.29	
CASH	\$708.85	.04082%	14.90%	\$8.97	
ANNUAL PERCENTAGE RATE applied this period				14.90%	

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362140763510 25 1883590057000056005

New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total enclosed \$	

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

#9033045953021877# MAIL ID NUMBER
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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. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed a 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 the date of the transaction or the date the transaction is processed to your Account. 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 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 (i.e., 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 each segment. We add up the finance charge for each segment to arrive at the total periodic finance charge for your account. 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 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).

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

b. If the code P (Prime), L (2-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.

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.

e. Renewing Your Account. If a membership fee appears on the front of this statement, we waited to you to 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. 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 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 Disputes 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

1 Does not apply to business non-credit card accounts

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23-6-0000-13

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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.

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Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

NOV 26 - DEC 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,883.59
Payments, Credits and Adjustments	\$56.00
Transactions	\$107.75
Finance Charges	\$23.43
New Balance	\$1,958.77
Minimum Amount Due	\$58.00
Payment Due Date	January 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$41.23
Credit Line for Cash	\$1,000
Available Credit for Cash	\$41.23

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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

It's 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

1	23 DEC	PAYMENT RECEIVED - THANK YOU	\$56.00-

Transactions

2	23 NOV	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	21 DEC	WM SUPERCENTER CLEARFIELD PA	99.76

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Please see reverse side for important information

Finance Charges	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,215.35	.04082%	14.90%	\$14.88
CASH	\$698.50	.04082%	14.90%	\$8.55
ANNUAL PERCENTAGE RATE applied this period				14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1958770056000058002

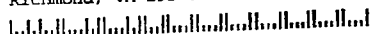
New Balance **\$1,958.77**
Minimum Amount Due **\$58.00**
Payment Due Date **January 25, 2003**

Total enclosed \$
Account Number: **4862-3621-4076-3510**

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

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City State ZIP
Home Phone Alternate Phone
E-mail Address

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



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PHILIPSBURG PA 16866-2611



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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 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 charged 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. **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 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. 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 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 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).

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, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, 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. LIBOR Replicated Monthly appears on the front of your statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, 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, Overdue 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 or without waiving our right to assess the same or similar fees at a later time.

e. **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.

f. **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, overdue 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 request a credit review 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.

2. 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

1 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.

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CapitalOne

PLATINUM VISA ACCOUNT

DEC 26, 2002 - JAN 25, 2003

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,958.77
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.77
Finance Charges	\$25.22
New Balance	\$2,042.76
Minimum Amount Due	\$119.00
Payment Due Date	February 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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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

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	28 DEC	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
2	05 JAN	SHEETZ #064 PHILIPSBURG PA	21.78
3	25 JAN	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,304.59	.04082%	14.90%	\$16.51
CASH	\$688.54	.04082%	14.90%	\$8.71

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2042760056000119006

New Balance **\$2,042.76**
Minimum Amount Due **\$119.00**
Payment Due Date **February 25, 2003**

Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



048409

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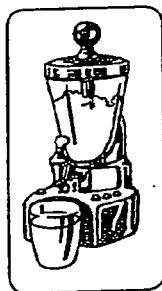
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- 1. How To Avoid A Finance Charge.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special interest rates and new other interest charges if you pay the full amount of your bill on or before the date of the "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. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- 2. 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 for the first calendar day of the next billing period. Additionally, each calendar day you do not pay the full amount of your bill on or before the date of the "New Balance" from the previous billing period in full, finance charges continue to accrue to your account until you pay the full amount of finance charges, even if you prepaid 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 difference between your bill and your payment to determine 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 interest 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 bill.
- 3. Temporary Finance Charge.** We reserve the right to assess or to access any of all finance charges for any given billing period.
- 4. 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 interest rate) by the corresponding periodic rate 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 and the result of the daily calculation, we add up the periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for each segment. 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 for the previous day's balance. We then subtract any payments, credits 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. If you are billed for the New Balance on your previous statement in full (or New Balance below zero or a credit amount), new transactions which post to your purchase or special interest rate segment are not added to the daily balance. 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 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 rate is 2% or more on the front of the statement or "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 each segment 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 in the "Balance Rate Applied To" section of the front of the statement, 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 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) may appear as:**
- 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 (Banker's Prime) appears on the front of the statement, 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, July or October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (1-mo. LIBOR Replaced Monthly) appears on the front of your statement, 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.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed a late fee on the first of the fees assessed on 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 date.
- 5. Renewing Your Account.** If a membership fee 30 appears on the front of this statement, you have 30 days from the date this statement was mailed to you to drop from the date this statement was mailed to you at 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 Customer Relations Department notify us by mail. We will 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.** If you wish to close your account, please call our Customer Relations Department. You must destroy your credit card and account access checks, cancel all preauthorized billing and cease using your account. If you have a card and account access billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will be closed if you until you pay any amount due including: finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed. 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. If you request to close your account, your account after you have requested the account to be closed or the resumption of
- 7. If you authorized a purchase from a merchant and we receive the transaction from the merchant after we receive a transaction on your account, your bill will be resubmitted, the amount of the change will be added to your account, and you will be responsible for payment. If there is a membership fee for the account, we will continue the membership fee 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 transaction.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us to either use information on the 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 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 receive your letter no later than 60 days after we send you the bill. If the error or problem appeared, you can call our Customer Relations number, but doing so will not preserve your rights. To your letter, give us the following information: your name and account number, 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 questioning. 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 Rate For Credit Card Purchases**
- 2. If you have a problem with the quality of property or service 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 on the remaining amount due on the purchase. You must have this time period 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. You must own or operate the property, or have the property mailed you for the merchandise for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.**
- 1. Does not apply to consumer non-credit card accounts**
- 2. 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 any other 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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PLATINUM VISA ACCOUNT
 4862-3621-4076-3510

JAN 26 - FEB 25, 2003

Page 1 of 2

Account Summary

Previous Balance	\$2,042.76
Payments, Credits and Adjustments	\$58.00
Transactions	\$83.98
Finance Charges	\$25.42
New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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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	27 JAN	PAYMENT RECEIVED - THANK YOU	\$58.00

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	25 JAN	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	22 FEB	AUTOVANTAGE 1-800-224-3528 #57229151	7.99
4	25 FEB	CAPITAL ONE MEMBER FEE	39.00
5	25 FEB	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,371.42	.040625%	14.90%	\$16.72
CASH	\$687.55	.040625%	14.90%	\$8.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

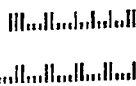
0000000 0 4862362140763510 25 2094160058000123008

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	

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003
Total enclosed \$	
Account Number:	4862-3621-4076-3510

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



051644

#9005745953021876# MAIL ID NUMBER
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 City _____ State _____ ZIP _____
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 Smoothie Machine @ \$89.00 x Qty (____) = _____
 Total Fruit Mix Kit @ \$2.99 x Qty (____) = _____
 Cookie Basket @ \$40.99 x Qty (____) = _____
 Deduct 10% Off Now _____
 Total Cost to You _____
 Signature _____ Date _____

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25R03 00100
 2-4

1. How To Avoid A Finance Charge

- 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" by the due date.
- 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.
- 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 interest 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.
- 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)

- 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 interest rate 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 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 New Balance shown on your purchase or special transactions which post to your purchase or special purchase segments are not added to the daily balance. 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.
- 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)

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Plan) 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 of January, April, July and October.
- 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, Overdue 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. Forfeiting 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 unauthorized 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 as including any past transactions you have authorized, finance charges, cash 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 at 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.

† 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.



Good credit is priceless.

Payment Protection from Capital One makes protecting it affordable!

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code 9SA

Page 2 of 2

Dear ROBERT C KNEPP,

**Affordable credit protection
designed with you in mind**

Your minimum monthly payment
will be paid—including the monthly
charge for Payment Protection

Late and overlimit
fees may be waived

You can use your Capital One
card even while benefit payments
are being made!

You made a smart move when you signed up for your Capital One® credit card.
And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings
you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program pays the minimum monthly
payment you owe on your eligible balance if you or your secondary cardholder
loses a job involuntarily or one of you becomes temporarily disabled due to an
accident or illness. Plus, in the event of death or permanent disability of you or
your secondary cardholder, Payment Protection will pay off the eligible balance on
your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement
balance. For example, if your balance is \$200, the cost for the month is only \$1.78.
If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment
Protection. To join them, just sign and return your attached Enrollment Form in
the provided Capital One credit card statement envelope. You will receive your
Payment Protection Addendum, including complete plan terms and conditions,
in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

Sincerely,

J. Alan Berson
Senior Vice President, Capital One

Thank you for choosing
Capital One®

Customer Relations:
(800) 955-7070
www.capitalone.com

P.S. The power of Payment Protection has never been more affordable. Enroll
now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

200800

200800

Key Code: 9SA

Payment Protection Enrollment Form

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

Account # 4862-3621-4076-3510

☐ **YES!** I want the peace of mind that comes with Payment
Protection. By signing below, I authorize you to enroll me in this
program to safeguard my current Capital One® account. I understand
that by enrolling, I will be charged \$0.89 per \$100 of my monthly
statement balance, which will be billed to my Capital One credit card
account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

*Please sign in black or blue ink only. Detach and return this form in your
Capital One credit card payment envelope.*

IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance if you or your secondary cardholder becomes involuntarily unemployed or are unable to work due to disability. It also pays the entire balance, up to \$10,000, in the event of death or permanent total disability of you or your secondary cardholder. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

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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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

FEB 26 - MAR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,094.16
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$24.40
New Balance	\$2,176.56
Minimum Amount Due	\$188.00
Payment Due Date	April 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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	26 FEB	OVERLIMIT FEE	\$29.00
2	25 MAR	PAST DUE FEE	29.00

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	\$1,439.34	.04082%	14.90%	\$16.45
CASH	\$695.53	.04082%	14.90%	\$7.95

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 2176560058000188002

New Balance \$2,176.56
Minimum Amount Due \$188.00
Payment Due Date April 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



052973

#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



26R03 0 0100
2345.....

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 advance 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. 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 rates 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 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 New Balance shown on your purchase or special transactions which post to your purchase or special purchase segments are not added to the daily balance. 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 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, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, 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, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, 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. Forfeiting 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 by canceling 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 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 subsequently 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 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
 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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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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,176.56
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.04
New Balance	\$2,289.60
Minimum Amount Due	\$289.60
Payment Due Date	May 24, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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 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

This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

Transactions

1	26 MAR	OVERLIMIT FEE	\$29.00
2	25 APR	PAST DUE FEE	35.00

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 04/25/2003 because your minimum payment was not received by the due date of 04/25/2003. 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	\$1,522.01	.07096%	25.90%	\$33.48
CASH	\$707.17	.07096%	25.90%	\$15.56

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2289600058000289605

New Balance \$2,289.60
Minimum Amount Due \$289.60
Payment Due Date May 24, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



032794

#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

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. **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 (i.e., 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 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 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, Overlooked 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. **Transferring 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 received 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.

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

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

APR 26 - MAY 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,289.60
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.87
New Balance	\$2,403.47
Minimum Amount Due	\$403.47
Payment Due Date	June 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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
Capital One Service	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
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 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).

Payments, Credits and Adjustments

Transactions

1	26 APR	OVERLIMIT FEE	\$29.00
2	25 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/25/2003 because your minimum payment was not received by the due date of 05/24/2003. 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	\$1,619.96	.07096%	25.90%	\$34.49
CASH	\$722.64	.07096%	25.90%	\$15.38

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2403470058000403473

New Balance	\$2,403.47
Minimum Amount Due	\$403.47
Payment Due Date	June 25, 2003
Total enclosed \$	
Account Number:	4862-3621-4076-3510

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



051027



#9014545953021879# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATOR ST
PHILIPSBURG PA 16866-2611



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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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. 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 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 balance. 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 the 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 (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 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.

2.† 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. Of 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.

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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.

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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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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.85
New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. 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	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.66

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2640400058002640409

New Balance **\$2,640.40**
Minimum Amount Due **\$2,640.40**
Payment Due Date **August 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



050300

#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

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

26R04 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 your total "New Balance", in accordance with the accompanying 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 balance. 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).
 - 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 (Fixed), 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 (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 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.

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. © 2002
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.

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 average 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 M 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 (Bankwide 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 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 you 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.

† 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 purchase 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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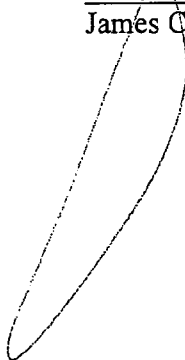
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or 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.

A handwritten signature in black ink, appearing to read 'J. Warmbrodt', written over a horizontal line.

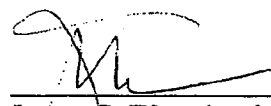
James C. Warmbrodt, Esquire

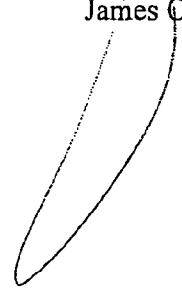
A large, stylized handwritten mark or flourish, possibly a large 'J' or a similar symbol, extending downwards from the signature area.

CERTIFICATE OF SERVICE

A true and correct copy of the above Second Amended Complaint has been served by First Class, U.S. Mail, postage pre-paid, on this 27th day of June, 2007, upon the following:

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



James C. Warmbrodt, Esquire


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

ANSWER TO SECOND AMENDED
COMPLAINT, NEW MATTER AND
COUNTERCLAIM

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

B

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

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

JUL 30 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK, :
Plaintiff : No. 06 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
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 - 1665 - CD
vs. : JURY TRIAL DEMANDED
ROBERT C. KNEPP, :
Defendant :

ANSWER TO SECOND AMENDED COMPLAINT,
NEW MATTER AND COUNTERCLAIM

ANSWER

NOW COMES, Robert C. Knepp, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer to Plaintiff's Second Amended Complaint and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Defendant avers that he has no actual knowledge nor should he clearly have knowledge of the truth or falsity of the facts averred in the Plaintiff's Complaint, and that he has made a reasonable investigation to obtain knowledge thereof but has been unable to certain their truth or falsity. Therefore, Defendant denies the averments of the aforesaid Complaint and, if material, demands proof thereof on the trial of this cause.
4. This does not require an answer.

5. Defendant does not recall the dates set forth by the Plaintiff in the Complaint and for this reason, denies the averment and demands strict proof at the trial of this case.

6. Denied. Defendant does not recall receiving a written Customer Agreement. Strict proof of this averment is demanded at the trial of this case.

7. Denied. This is a legal conclusion.

8. It is admitted that Defendant made various charges on the credit card. However, Defendant does not recall the exact details and strict proof of this averment is demanded at the trial of this case.

9. Denied. It is necessary for there to be a written agreement between Plaintiff and Defendant in order for Defendant to be bound by any unilateral arrangement by Plaintiff.

10. It is admitted that there is an exhibit attached to the Complaint. However, Defendant does not recall the details as set forth in the statements and strict proof of said details are demanded at the trial of this case.

11. Denied. It is necessary for Defendant to have signed a written agreement with Plaintiff who has failed to produce a written agreement between Plaintiff and Defendant.

12. Denied. Defendant does not recall the charges set forth in said Complaint and strict proof of this averment is demanded at the trial of this case.

13. Denied. On the contrary, there is no written agreement between Plaintiff and Defendant.

14. Denied. On the contrary, there are various charges that Plaintiff is claiming which are totally unauthorized and not legal under the laws of the Commonwealth of Pennsylvania, including an excessive interest rate and items such as over limit fees and past due fees which in absence of a written agreement are not authorized.

15. Denied. The legal rate of interest in the Commonwealth of Pennsylvania is 6% per annum. Any charges in excess of this rate are clearly illegal.

16. It is denied that Defendant owes the amounts as set forth in Plaintiff's Complaint.

17. This does not require an answer.

18. Denied. Defendant does not recall making all of these charges as set forth in Plaintiff's Complaint. Strict proof is demanded at the trial of this case.

19. It is denied that Defendant has a legal obligation to pay the amounts demanded by Plaintiff.

20. Denied. As set forth earlier, there are itemized charges set forth by Plaintiff which are not authorized under the laws of the Commonwealth of Pennsylvania.

21. Denied. If there were any charges which are owed to Plaintiff from Defendant, they were accepted by Plaintiff voluntarily.

WHEREFORE, Defendant asks that the Second Amended Complaint in this case be dismissed and that judgment be entered in favor of Defendant.

NEW MATTER

Defendant, through his attorney, Joseph Colavecchi, Esquire, files this New Matter and respectfully avers as follows:

22. Defendant specifically avers the defense of the four-year Statute of Limitations. It is averred that it has been more than four years since there was any activity in this account prior to Plaintiff filing a Complaint.

23. Defendant specifically avers that Plaintiff's actions should be dismissed pursuant to Doctrine of Unclean Hands because Plaintiff was asserting an interest rate in excess of 6% per annum which is illegal under the laws of the Commonwealth of Pennsylvania, plus additional costs such as over limit fees, and late fees which are illegal under Pennsylvania law unless specifically agreed to by Defendant.

WHEREFORE, Plaintiff asks that the Second Amended Complaint be dismissed and that judgment be entered in favor of Defendant, together with interest and costs.

COUNTERCLAIM

COUNT I

ROBERT C. KNEPP VS. CAPITAL ONE BANK
FOR VIOLATION OF STATE USURY LAW

NOW COMES the Defendant, who, through his attorney Joseph Colavecchi, Esquire, files his Counterclaim against the Plaintiff and respectfully avers as follows:

24. Capital One Bank has been charging interest against Defendant at rates of 25.90% and higher.

25. Capital One Bank has been making charges for over the limit fees.

26. Capital One Bank has been making charges for late fees.

27. It is alleged on information and belief that there are other charges that Capital One Bank has been making against Defendant which are not authorized.

28. Capital One Bank does not have a written agreement from Defendant authorizing the above charges, all of which are in violation of the Pennsylvania Usury Law. The maximum legal rate of interest in Pennsylvania is 6% simple interest under 41 PS. 201.

29. Defendant is entitled to triple the amount of excess interest paid to Capital One Bank, plus attorney's fees and such other relief as the Court may deem appropriate.

COUNT II

ROBERT C. KNEPP VS. CAPITAL ONE BANK
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

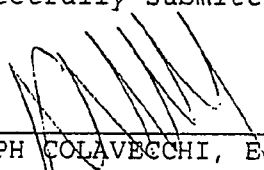
Paragraphs 1 through 29 are incorporated herein by reference thereto.

30. The above transactions are a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law and Defendant has been damaged in an amount to be determined by jury trial.

31. Plaintiff is entitled to a judgment awarding treble damages under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, interest, costs and attorney's fees.

WHEREFORE, Defendant ask that Plaintiff's Second Amended Complaint be dismissed and that judgment be entered in his favor, together with interest and costs.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer, New Matter and 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.

Robert C. Knepp
ROBERT C. KNEPP

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

CAPITAL ONE BANK,

Plaintiff,

v.

NO.: 2006-1665-CD

ROBERT C KNEPP,

Defendant.

**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.

EXHIBIT

C

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 or 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 Plaintiff's 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:

The attached monthly statements, from January 26, 2002 through July 26, 2003, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 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. 3:

The last payment on the account was made on January 27, 2003.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply 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:

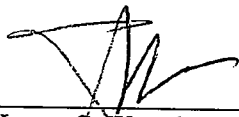
\$2,763.75 is a correct and accurate current balance of the credit card account in question.

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. No. 42524
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR:05215680

5215680
4 SNT
PD
WLC

021

Welcome to Capital One®

Have you activated your card?

To use your card, you must first activate it by calling our toll-free customer service line. In case you haven't already done so, be sure to call the 800 number printed on the activation sticker on the front of your card.

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021-1100

Capital One®

PLATINUM VISA ACCOUNT

JAN 26 - FEB 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$1,347.14
Finance Charges	\$34.50
New Balance	\$1,381.64
Minimum Amount Due	\$41.00
Payment Due Date	March 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$618.36
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	15 FEB	WM SUPERCENTER CLEARFIELD PA	\$73.67
2	15 FEB	COUNTY NATIONAL BANK PHILIPSBURG PA	1,000.00
3	16 FEB	LOWE'S #273 STATE COLLEGE PA	34.47
4	19 FEB	LH POWERS FUELS INC PHILIPSBURG PA	200.00
5	25 FEB	MEMBERSHIP FEE	39.00
6	25 FEB	CASH ADVANCE FEE -- FINANCE CHARGE	30.00

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	3.00	.04082%	14.90%	\$0.00
CASH	\$355.56	.04082%	14.90%	\$4.50

ANNUAL PERCENTAGE RATE applied this period

41.40%

58478S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 4862362140763510 25 1381640000000041001

New Balance \$1,381.64
Minimum Amount Due \$41.00
Payment Due Date March 25, 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



058478

#9005745953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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



26R03 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 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 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. 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.
6. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
7. 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

584785

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 Cardholder Offer!

Now with
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

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!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

FEB 26 - MAR 25, 2002
Page 1 of 1

Account Summary

Previous Balance	\$1,381.64
Payments, Credits and Adjustments	\$41.00
Transactions	\$10.00
Finance Charges	\$15.83
New Balance	\$1,366.47
Minimum Amount Due	\$40.00
Payment Due Date	April 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$633.53
Credit Line for Cash	\$1,000
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

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1 22 MAR PAYMENT RECEIVED - THANK YOU \$41.00-

Transactions

2 21 MAR CHOICE CIG. #44007 CHESTER HILL PA \$10.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$350.35	.04082%	14.90%	\$4.00
CASH	\$1,034.84	.04082%	14.90%	\$11.83

ANNUAL PERCENTAGE RATE applied this period

14.90%

56864S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1366470041000040004

New Balance \$1,366.47
Minimum Amount Due \$40.00
Payment Due Date April 25, 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



056864

#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

peoplepc[™] online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

ROBERT K. KNEP

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 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 of our service 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 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.

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), (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. **Transferring 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(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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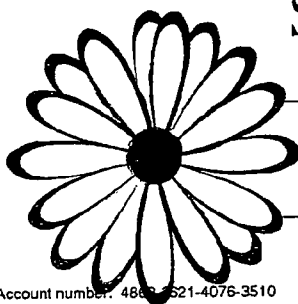
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing 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.



Show Mom your love!

Special savings for Capital One® Cardholders!

Save **15%***

on your next purchase when
you use Promotion Code **CAP66**
(See reverse for details)

Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

Account number: 4862-3621-4076-3510

Call 1-800-FLOWERS® (1-800-356-9377) or Click www.1800flowers.com today!

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PHILIPSBURG PA 16866-2611
Your florist of choice.

Capital One®

PLATINUM VISA ACCOUNT

4862-3621-4076-3510

MAR 26 - APR 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,366.47
Payments, Credits and Adjustments	\$40.00
Transactions	\$233.65
Finance Charges	\$19.53
New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$420.35
Credit Line for Cash	\$1,000
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

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 manufacturer's 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/benefits or call 1-800-595-9928 now for complete benefit information.

Payments, Credits and Adjustments

1	22 APR	PAYMENT RECEIVED - THANK YOU	\$40.00

Transactions

2	29 MAR	PHONECHARGE FEE 888-840-9603 NY	\$5.50
3	29 MAR	PENNSYLVANIA-AMERICAN 888-840-9603 PA	127.82
4	08 APR	FAMILY BOOKSTORE #33 ALTOONA PA	56.11
5	09 APR	CVS #1919 PHILIPSBURG PA	23.00
6	15 APR	CHOICE CIGARETTES 4400 CHESTER HILL PA	21.22

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$531.30	.04082%	14.90%	\$6.72
CASH	\$1,012.37	.04082%	14.90%	\$12.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

59885S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 4862362140763510 25 1579650040000047008

New Balance	\$1,579.65
Minimum Amount Due	\$47.00
Payment Due Date	May 25, 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



059885

#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

Get sweet savings on Mother's Day gifts
for all the moms in your life!

1-800-FLOWERS.COM* always promises you and all
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- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets,
plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM*
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Save this code! Offer good all year long!

Call **1-800-FLOWERS® (1-800-356-9377)**
or Click **www.1800flowers.com** today!

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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
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.

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 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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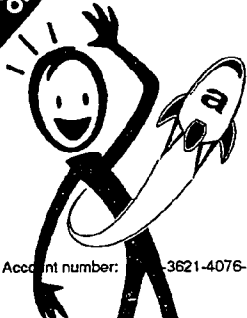
Capital One 011GLBAK

25R03 0 0100

598955

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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\$4.97*

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Mention Offer Code: GARNET
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615 DECATUR ST
PHILIPSBURG PA 16866-2611

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT

APR 26 - MAY 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,579.65
Payments, Credits and Adjustments	\$47.00
Transactions	\$400.33
Finance Charges	\$22.18
New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$44.84
Credit Line for Cash	\$1,000
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

1	22 MAY	PAYMENT RECEIVED - THANK YOU	\$47.00-

Transactions

2	29 APR	PRIME SIRLOIN DUNCANSVILLE PA	\$14.69
3	03 MAY	CVS #1919 PHILIPSBURG PA	30.35
4	05 MAY	ADVANCE AUTO PARTS #12 PHILIPSBURG PA	60.40
5	10 MAY	NAPA AUTO PARTS-PHILIP PHILIPSBURG PA	111.01
6	10 MAY	THE PEPBOYS 00005231 SATE COLLEGE PA	6.24
7	10 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	14.16
8	10 MAY	KMART 00030486 STATE COLLEGE PA	36.28
9	10 MAY	SHONEYS OF STATE COLLEGE STATE COLLEGE PA	15.42
10	11 MAY	NAPA AUTO PARTS-PHILIP PHILIPSBURG PA	46.61
11	12 MAY	SARINA'S RESTAURANT PHILIPSBURG PA	18.96
12	13 MAY	WM SUPERCENTER CLEARFIELD PA	34.10
13	15 MAY	CHOICE CIGARETTES 4400 CHESTER HILL PA	12.11

Capital One is a proud supporter of the National Youth Anti-Drug Media Campaign -- PARENTS. THE ANTI-DRUG.
Stay Involved. Ask Questions. For advice and questions to ask, call 1-800-788-2800 or visit www.theAntiDrug.com

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$805.41	.04082%	14.90%	\$9.86
CASH	\$1,005.93	.04082%	14.90%	\$12.32

ANNUAL PERCENTAGE RATE applied this period

14.90%

58414S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

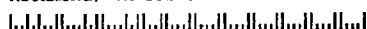
00000000 0 4862362140763510 25 1955160047000058001

New Balance	\$1,955.16
Minimum Amount Due	\$58.00
Payment Due Date	June 25, 2002
Total enclosed \$	[]

Please print address changes below using blue or black ink.

Street	Appt. #
City	State
Home Phone	Alternate Phone
ZIP	

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



056414



#9014645953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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UNLIMITED INTERNET ACCESS

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1-877-778-1207

Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

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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 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.

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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 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 face 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.

c. If the code D (Prime), F (1-mo. LIBOR) or G (2-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 covered by your periodic statement ending in the months January, April, July and October.

d. If the code D (Prime), F (1-mo. LIBOR) or G (2-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.

e. 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.

f. 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.

g. 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.

9. 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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PLATINUM VISA ACCOUNT

MAY 26 - JUN 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,955.16
Payments, Credits and Adjustments	\$58.00
Transactions	\$40.13
Finance Charges	\$25.29
New Balance	\$1,962.58
Minimum Amount Due	\$58.00
Payment Due Date	July 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$37.42
Credit Line for Cash	\$1,000
Available Credit for Cash	\$15.25

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Richmond, VA 23276

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

Payments, Credits and Adjustments

1 22 JUN PAYMENT RECEIVED - THANK YOU \$58.00-

Transactions

2 27 MAY AMES DEPT STOR00000711 PHILIPSBURG PA \$30.07
3 28 MAY CHOICE CIG. #44007 CHESTER HILL PA 10.06

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$994.53	.04082%	14.90%	\$12.59
CASH	\$1,003.89	.04082%	14.90%	\$12.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

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0000000 0 4862362140763510 25 1962580058000058007

New Balance \$1,962.58
Minimum Amount Due \$58.00
Payment Due Date July 25, 2002
Total enclosed \$

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City State ZIP
Home Phone Alternate Phone

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



000000



#9017745953021872# MAIL ID NUMBER
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615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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 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.

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.

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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.

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

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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 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.

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CapitalOne

PLATINUM VISA ACCOUNT

JUN 26 - JUL 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,962.58
Payments, Credits and Adjustments	\$58.00
Transactions	\$41.79
Finance Charges	\$24.19
New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$29.44
Credit Line for Cash	\$1,000
Available Credit for Cash	\$27.20

Payments, Credits and Adjustments

1	25 JUL	CAPITAL PAY PAYMENT	\$58.00

Transactions

2	23 JUL	PHILIPSBURG TRUE VALUE PHILIPSBURG PA	\$31.79
3	25 JUL	CAPITAL PAY FEE	10.00

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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 manufacturer's 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/benefits or call 1-800-595-9928 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	\$986.02	.04062%	14.90%	\$12.07
CASH	\$989.79	.04062%	14.90%	\$12.12

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1970560058000059008

New Balance	\$1,970.56
Minimum Amount Due	\$59.00
Payment Due Date	August 24, 2002
Total enclosed \$	

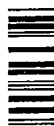
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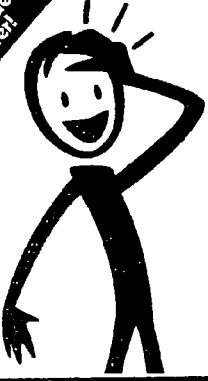
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

6. **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 pending billing and pending transactions. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, you must pay all amounts due 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 or charges assessed against you 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 includes charges occurring on your account after you have requested the account to be closed or the reopening of

Capital One 01LGLBA

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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Capital One
Offer!**



First 3 months half-price

\$4.97*

a month;
\$3.95/mo. thereafter

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- Spam Controls
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- Phisher Security
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UNLIMITED INTERNET ACCESS

CapitalOne®

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUL 26 - AUG 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,970.56
Payments, Credits and Adjustments	\$500.00
Transactions	\$21.11
Finance Charges	\$24.49
New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$483.84
Credit Line for Cash	\$1,000
Available Credit for Cash	\$261.96

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	22 AUG	PAYMENT RECEIVED - THANK YOU	\$500.00

Transactions

2	27 JUL	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	03 AUG	COUNTRY CONVENIENCE OSCEOLA MILLS PA	13.12

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been automatically billed to your Capital One credit card. Membership will be renewed quarterly so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	<i>Balance rate applied to</i>	<i>Periodic rate</i>	<i>Corresponding APR</i>	FINANCE CHARGE
PURCHASES	\$988.75	.04082%	14.90%	\$12.51
CASH	\$946.92	.04082%	14.90%	\$11.98

ANNUAL PERCENTAGE RATE applied this period

14.90%

551385

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

00000000 0 4862362140763510 25 1516160500000045009

New Balance	\$1,516.16
Minimum Amount Due	\$45.00
Payment Due Date	September 25, 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



055138



#9023745953021874# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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SIGN UP TODAY!

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Mention Offer Code: JADE

Or visit www.peoplepc.com/go/jade

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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 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 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 balances 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. 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 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.

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- Put extra cash in your pocket!

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*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

Capital One

PLATINUM VISA ACCOUNT

4862-3621-4076-3510

AUG 26 - SEP 25, 2002

Page 1 of 1

Account Summary

Previous Balance	\$1,516.16
Payments, Credits and Adjustments	\$50.00
Transactions	\$7.99
Finance Charges	\$19.35
New Balance	\$1,493.50
Minimum Amount Due	\$44.00
Payment Due Date	October 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$506.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$276.89

Payments, Credits and Adjustments

1 23 SEP PAYMENT RECEIVED - THANK YOU \$50.00-

Transactions

2 24 AUG AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$788.45	.04062%	14.90%	\$9.98
CASH	\$740.22	.04082%	14.90%	\$9.37

ANNUAL PERCENTAGE RATE applied this period

14.90%

57537S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1493500050000044008

New Balance \$1,493.50
Minimum Amount Due \$44.00
Payment Due Date October 25, 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



057537



#9026945953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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Homeowners, take advantage of current low interest rates!

Call 1-800-621-0129 today
or visit www.capitalone.com/freshstart.

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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, 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 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 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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Capital One 01GLBAC

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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.

The Deal You've Been Waiting For ...

003

FREE MOTOROLA RAZR V3

after rebate and 2-year service agreement

- > **FREE*** Wireless Camera Phone
- > **BONUS** Free Bluetooth® Headset (\$60 Value)
- > **FREE** Shipping & Handling

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raising the bar...all™

WIREFLY
The Wireless Superstore

ACT NOW
Limited Time Offer
for Capital One®
Cardholders

CapitalOne

PLATINUM VISA ACCOUNT

SEP 26 - OCT 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,493.50
Payments, Credits and Adjustments	\$50.00
Transactions	\$444.29
Finance Charges	\$20.55
New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total Credit Line	\$2,000
Total Available Credit	\$91.66
Credit Line for Cash	\$1,000
Available Credit for Cash	\$91.66

Payments, Credits and Adjustments

1	23 OCT	PAYMENT RECEIVED - THANK YOU	\$50.00

Transactions

2	28 SEP	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	12 OCT	LOWE'S #273 STATE COLLEGE PA	114.66
4	12 OCT	AMES DEPT STOR00010272 STATE COLLEGE PA	188.97
5	19 OCT	LOWE'S #273 STATE COLLEGE PA	132.67

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

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

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	\$952.86	.04082%	14.90%	\$11.67
CASH	\$725.06	.04082%	14.90%	\$8.88

ANNUAL PERCENTAGE RATE applied this period

14.90%

56676S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1908340050000057002

New Balance	\$1,908.34
Minimum Amount Due	\$57.00
Payment Due Date	November 25, 2002
Total enclosed	\$

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



056676



#9029945953021874# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



Please write 4862-3621-4076-3510 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

FREE* RAZR V3

after rebate and 2-year service agreement

Motorola RAZR V3 phone includes:

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

Cingular Wireless Plans include:

- > Unlimited Mobile to Mobile
 - > FREE Nationwide Long Distance
 - > No Roaming Charges
 - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

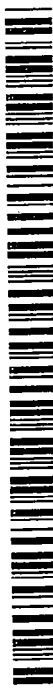
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WIREFLY
The Wireless Superstore

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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".
- 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 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 report 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.

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let your home open the door to cash.



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Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

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Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call **1-800-551-0898** or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

Capital One

PLATINUM VISA ACCOUNT

OCT 26 - NOV 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,908.34
Payments, Credits and Adjustments	\$57.00
Transactions	\$7.99
Finance Charges	\$24.26
New Balance	\$1,883.59
Minimum Amount Due	\$56.00
Payment Due Date	December 24, 2002
Total Credit Line	\$2,000
Total Available Credit	\$116.41
Credit Line for Cash	\$1,000
Available Credit for Cash	\$116.41

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

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.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 won!

Payments, Credits and Adjustments

1 20 NOV PAYMENT RECEIVED - THANK YOU \$57.00

Transactions

2 26 OCT AUTOVANTAGE 1-800-224-3528 #57229151 \$7.99

Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,208.21	.04082%	14.90%	\$15.29
CASH	\$708.85	.04082%	14.90%	\$8.97

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 1883590057000056005

New Balance \$1,883.59
Minimum Amount Due \$56.00
Payment Due Date December 24, 2002

Total enclosed \$

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

Sweet Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

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



056433

#9033045953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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Homeowners, take advantage of current low interest rates!

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A MEMBER OF THE COUNTRYWIDE FAMILY

By responding to this offer, you may be communicating information about yourself to Full Spectrum Lending, Inc., which provides this product—for example, that you are a Capital One customer.

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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 purchases 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 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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235-1111-13

564335

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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CapitalOne

PLATINUM VISA ACCOUNT

NOV 26 - DEC 25, 2002

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,883.59
Payments, Credits and Adjustments	\$56.00
Transactions	\$107.75
Finance Charges	\$23.43
New Balance	\$1,958.77
Minimum Amount Due	\$58.00
Payment Due Date	January 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$41.23
Credit Line for Cash	\$1,000
Available Credit for Cash	\$41.23

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

It's 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

1	23 DEC	PAYMENT RECEIVED - THANK YOU	\$56.00-

Transactions

2	23 NOV	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	21 DEC	WM SUPERCENTER CLEARFIELD PA	99.76

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,215.35	.04082%	14.90%	\$14.88
CASH	\$698.50	.04082%	14.90%	\$8.55

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 1958770056000058002

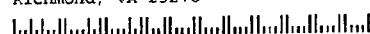
New Balance	\$1,958.77
Minimum Amount Due	\$58.00
Payment Due Date	January 25, 2003

Total enclosed \$
Account Number: 4862-3621-4076-3510

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



055949



#9035945953021876# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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TODAY!**

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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 of 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 (3-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 request to close 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 Rate 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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23-9999-8

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- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

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For more information, with no obligation, call **1-800-832-4992** or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

CapitalOne®

PLATINUM VISA ACCOUNT

DEC 26, 2002 - JAN 25, 2003

4862-3621-4076-3510

Page 1 of 1

Account Summary

Previous Balance	\$1,958.77
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.77
Finance Charges	\$25.22
New Balance	\$2,042.76
Minimum Amount Due	\$119.00
Payment Due Date	February 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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 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

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	28 DEC	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
2	05 JAN	SHEETZ #064 PHILIPSBURG PA	21.78
3	25 JAN	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,304.59	.04082%	14.90%	\$16.51
CASH	\$688.54	.04082%	14.90%	\$8.71

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362140763510 25 2042760056000119006

New Balance \$2,042.76
Minimum Amount Due \$119.00
Payment Due Date February 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



048409



#9002645953021871# MAIL ID NUMBER
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PHILIPSBURG PA 16866-2511



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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 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.

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.

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.

e. **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.

f. **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 on a 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.

Capital One® and SkyMall™ bring you quality, brand-name products!Save **10%** on SkyMall merchandise* for any occasion through 03/31/03.**FRONTGATE.**

Ultimate Smoothie Machine, Item #8412, \$89.00**
 And order your Fruit Mix Kit, Item #16340, \$2.99**
 Flavors include Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields®
 Every
 Occasion
 Nibblers Cookie
 Basket, Item #938,
 \$40.99**



For these and other valuable product offerings, visit

www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
 (Please indicate Coupon Code ONE10)

plus many more great items.

To order by mail --->

Capital One®

PLATINUM VISA ACCOUNT

JAN 26 - FEB 25, 2003

4862-3621-4076-3510

Page 1 of 2

Account Summary

Previous Balance	\$2,042.76
Payments, Credits and Adjustments	\$58.00
Transactions	\$83.98
Finance Charges	\$25.42

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003

Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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

Payments, Credits and Adjustments

1	27 JAN	PAYMENT RECEIVED - THANK YOU	\$58.00-

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	25 JAN	AUTOVANTAGE 1-800-224-3528 #57229151	\$7.99
3	22 FEB	AUTOVANTAGE 1-800-224-3528 #57229151	7.99
4	25 FEB	CAPITAL ONE MEMBER FEE	39.00
5	25 FEB	PAST DUE FEE	29.00

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

We hope you are enjoying the benefits from AutoVantage. Your membership fee has been billed to your Capital One credit card, and will be automatically renewed so that you can enjoy uninterrupted service. If you have any questions, you may call the customer service number listed above in the transactions section of your statement. Please continue to enjoy the benefits and peace of mind that AutoVantage provides!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,321.62	.04082%	14.90%	\$16.72
CASH	\$687.55	.04082%	14.90%	\$8.70

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4862362140763510 25 2094160058000123008

New Balance	\$2,094.16
Minimum Amount Due	\$123.00
Payment Due Date	March 25, 2003

Total enclosed \$
 Account Number: 4862-3621-4076-3510

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



051644

#9005745953021876# MAIL ID NUMBER
 ROBERT C KNEPP
 615 DECATUR ST
 PHILIPSBURG PA 16866-2611



Capital One® and SkyMall™ bring you hundreds of product offers from brand-name companies.

Shop for special occasions or yourself and save 10%! Capital One and SkyMall make it easy to own great products from the world's leading companies. Purchase quality, brand-name items such as Mrs. Fields Cookies, Frontgate's Ultimate Smoothie Machine and hundreds more. Plus, shop worry-free with the SkyMall guarantee. See Web site for terms and conditions and delivery information.

Three easy ways to order:

- Visit www.skymall.com/capitalone02
- Call 1-800-SKYMALL (759-6255)
- Complete and mail this coupon with your credit card payment
- Don't forget to use Coupon Code ONE10 at checkout

Take advantage of this opportunity to save 10% through 03/31/03.

Important Information

*Not all of the companies that advertise in SkyMall participate in discount programs. Therefore, the discount will not apply to some products. See Web site for complete details.

**Plus shipping and handling, plus applicable taxes. Shipping and handling will vary by order. Shipments to Alaska, Hawaii, Puerto Rico, Guam, APOs and FPOs require an additional \$10 shipping charge. SkyMall is solely responsible for this offer and is not affiliated with Capital One. Any trademarks mentioned here are solely owned by the respective entity. All rights reserved. Capital One has no affiliation with these non-credit card entities or products. Capital One does not provide, endorse or guarantee any product or service shown here. By responding to this offer, you may be communicating information about yourself to SkyMall, which provides this product—for example, that you are a Capital One customer. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

Name _____
 Mailing Address _____
 City _____ State _____ ZIP _____
 E-mail Address _____
 Phone Number (____) _____
 Credit Card Number _____
 Credit Card Expiration Date _____
 Smoothie Machine @ \$89.00 x Qty (____) = _____
 Total Fruit Mix Kit @ \$2.99 x Qty (____) = _____
 Cookie Basket @ \$40.99 x Qty (____) = _____
 Fruit Mix Kit flavors: _____
 Strawberry-Banana _____ (Qty) _____
 Tropical Mango _____ (Qty) _____
 Peach-Berry _____ (Qty) _____
 Deduct 10% Off Now _____
 Total Cost to You _____

Signature _____ Date _____
 I authorize Capital One to forward this coupon on my behalf to the company that provides this product. (J)CAF



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 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.

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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.

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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

1 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.



Good credit is priceless.

Payment Protection from Capital One makes protecting it affordable!

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code **9SA**

Dear ROBERT C KNEPP,

Page 2 of 2

**Affordable credit protection
designed with you in mind**

Your minimum monthly payment
will be paid—including the monthly
charge for Payment Protection

Late and overlimit
fees may be waived

You can use your Capital One
card even while benefit payments
are being made!

You made a smart move when you signed up for your Capital One® credit card.
And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings
you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program **pays the minimum monthly
payment** you owe on your eligible balance **if you or your secondary cardholder
loses a job** involuntarily or one of you becomes **temporarily disabled** due to an
accident or illness. Plus, in the **event of death** or permanent disability of you or
your secondary cardholder, Payment Protection will pay off the eligible balance on
your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement
balance. For example, if your balance is \$200, the cost for the month is only \$1.78.
If it is zero, there's no cost to you at all. **And there are no hidden fees.**

Over 5 million Capital One customers safeguard their credit with Payment
Protection. To join them, just sign and return your attached Enrollment Form in
the provided Capital One credit card statement envelope. You will receive your
Payment Protection Addendum, including complete plan terms and conditions,
in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

Sincerely,

J. Alan Berson
Senior Vice President, Capital One

Thank you for choosing
Capital One®

Customer Relations:
(800) 955-7070
www.capitalone.com

P.S. The power of Payment Protection has never been more affordable. Enroll
now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

200800

200800

Key Code: 9SA

Payment Protection Enrollment Form

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611

Account # 4862-3621-4076-3510

☐ **YES!** I want the peace of mind that comes with Payment
Protection. By signing below, I authorize you to enroll me in this
program to safeguard my current Capital One® account. I understand
that by enrolling, I will be charged \$0.89 per \$100 of my monthly
statement balance, which will be billed to my Capital One credit card
account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

*Please sign in black or blue ink only. Detach and return this form in your
Capital One credit card payment envelope.*

IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance if you or your secondary cardholder becomes involuntarily unemployed or are unable to work due to disability. It also pays the entire balance, up to \$10,000, in the event of death or permanent total disability of you or your secondary cardholder. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

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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

012-1162

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

FEB 26 - MAR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,094.16
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$24.40
New Balance	\$2,176.56
Minimum Amount Due	\$188.00
Payment Due Date	April 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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 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

Transactions

1	26 FEB	OVERLIMIT FEE	\$29.00
2	25 MAR	PAST DUE FEE	29.00

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	\$1,439.34	.04082%	14.90%	\$16.45
CASH	\$695.55	.04082%	14.90%	\$7.95

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362140763510 25 2176560058000188002

New Balance \$2,176.56
Minimum Amount Due \$188.00
Payment Due Date April 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

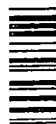
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



052973



#9008545953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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



26R03 0100
2346

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 of your account 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 <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. 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. 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. 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 amounts 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. © 2002 Capital One

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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

013-1102

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAR 26 - APR 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,176.56
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.04
New Balance	\$2,289.60
Minimum Amount Due	\$289.60
Payment Due Date	May 24, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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

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

Payments, Credits and Adjustments

This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

Transactions

1	26 MAR	OVERLIMIT FEE	\$29.00
2	25 APR	PAST DUE FEE	35.00

****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 04/25/2003 because your minimum payment was not received by the due date of 04/25/2003. 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	\$1,522.01	.07096%	25.90%	\$33.48
CASH	\$707.17	.07096%	25.90%	\$15.56

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2289600058000289605

New Balance **\$2,289.60**
Minimum Amount Due **\$289.60**
Payment Due Date May 24, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

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



052794



#9011645953021870# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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

25804 0 0100
234-B-0000

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 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 (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, 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 O1GLBAK

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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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

APR 26 - MAY 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,289.60
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.87
New Balance	\$2,403.47
Minimum Amount Due	\$403.47
Payment Due Date	June 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 APR	OVERLIMIT FEE	\$29.00
2	25 MAY	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 05/25/2003 because your minimum payment was not received by the due date of 05/24/2003. 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	\$1,619.96	.07096%	25.90%	\$34.49
CASH	\$722.64	.07096%	25.90%	\$15.38

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 4862362140763510 25 2403470058000403473

New Balance **\$2,403.47**
Minimum Amount Due **\$403.47**
Payment Due Date **June 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

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



051027



#9014545953021879# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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 Charges.** 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 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. **Transferring 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 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

1 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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510275

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

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

MAY 26 - JUN 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,403.47
Payments, Credits and Adjustments	\$.00
Transactions	\$64.00
Finance Charges	\$54.08
New Balance	\$2,521.55
Minimum Amount Due	\$521.55
Payment Due Date	July 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
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	26 MAY	OVERLIMIT FEE	\$29.00
2	25 JUN	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 06/25/2003 because your minimum payment was not received by the due date of 06/25/2003. 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	\$1,720.09	.07096%	25.90%	\$37.84
CASH	\$738.45	.07096%	25.90%	\$16.24

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2521550058000521555

New Balance \$2,521.55
Minimum Amount Due \$521.55
Payment Due Date July 25, 2003
Total enclosed \$
Account Number: 4862-3621-4076-3510

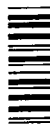
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



052079



#9017745953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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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., 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 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

014-5102

CapitalOne

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUN 26 - JUL 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,521.55
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$54.85
New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. 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	\$1,822.37	.07096%	25.90%	\$38.79
CASH	\$754.59	.07096%	25.90%	\$16.06

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 4862362140763510 25 2640400058002640409

New Balance	\$2,640.40
Minimum Amount Due	\$2,640.40
Payment Due Date	August 25, 2003

Total enclosed \$
Account Number: 4862-3621-4076-3510

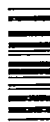
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



050300



#9020745953021877# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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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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."
- 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 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.
- 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 O (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
- 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 O1GLBAK

503005

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

014-1102

Capital One

PLATINUM VISA ACCOUNT
4862-3621-4076-3510

JUL 26 - AUG 25, 2003
Page 1 of 1

Account Summary

Previous Balance	\$2,640.40
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$59.35
New Balance	\$2,763.75
Minimum Amount Due	\$2,763.75
Payment Due Date	September 25, 2003
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
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	26 JUL	OVERLIMIT FEE	\$29.00
2	25 AUG	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 08/25/2003 because your minimum payment was not received by the due date of 08/25/2003. 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	\$1,926.91	.07096%	25.90%	\$42.39
CASH	\$771.09	.07096%	25.90%	\$16.96

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362140763510 25 2763750058002763757

New Balance **\$2,763.75**
Minimum Amount Due **\$2,763.75**
Payment Due Date **September 25, 2003**
Total enclosed \$
Account Number: **4862-3621-4076-3510**

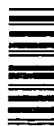
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



050891



#9023845953021872# MAIL ID NUMBER
ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG PA 16866-2611



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



25R04 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. 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 Repeated 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.

t.† 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.

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 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.

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.

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. If you still owe finance charges, 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, returned check fees, cash advance fees and any

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.

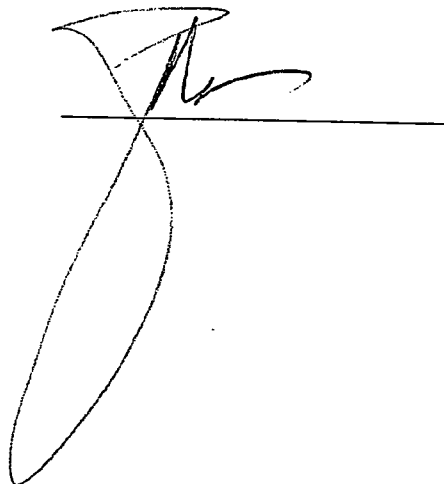
If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

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

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, likely of the plaintiff or their representative, is written over a horizontal line. The signature is stylized and appears to be 'J. Colavecchi'. Below the horizontal line, there is a large, loopy, oval-shaped flourish or mark.

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 9th day of July, 2008 upon the following:

Joseph Colavecchi Esq.
Colavecchi & Colavecchi
221 East Market Street P.O. 131
Clearfield Pa 16830

By: _____

James C. Warmbrodt, Esq.
PA I.D. # 42524
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 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.: 2006-1665-CD

vs.

ROBERT C KNEPP,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, 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 \$2763.75 with interest at the interest rate of 25.9% per annum from August 25, 2003 to 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.

ROBERT C KNEPP,

Defendant.

Case No.: 2006-1665-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *no cc*
m/11:22AM
JUL 14 2008

WWR
William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 05215680

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 2006-1665-CD

vs.

ROBERT C KNEPP,

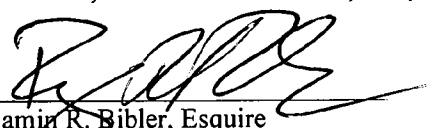
Defendant.

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: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

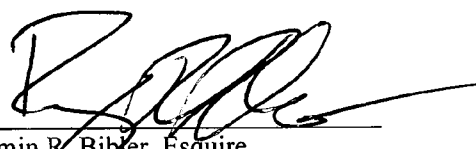
Pittsburgh, PA 15219

(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 9th day of July, 2008 upon the following:

Joseph Colavecchi, Esq.
Colavecchi & Colavecchi
221 East Market Street
Pob 131
Clearfield, Pa 16830

By: 

Benjamin R. Bibler, Esquire
PA I.D. #92598

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

UR

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1665-CD

vs.

ROBERT C KNEPP
Defendant

ORDER OF COURT

AND NOW, to wit, this 16th day of July, 2008 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 August 18, 2008 at
9:00 (a.m.) ~~pm~~ Ct. Rm. # 1.

BY THE COURT:


J.

FILED
03:44 PM EK
JUL 17 2008
LCC ATTY Bibler
William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 05215680

DATE: 7-17-08

☒ 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

JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

**ANSWER TO MOTION FOR
SUMMARY JUDGMENT**

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

FILED 3CC Atty
9/2:05 um J. Colavecchi
JUL 22 2008 um

William A. Shaw
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 - 1665 - CD
vs. :
ROBERT C. KNEPP, :
Defendant :

ANSWER TO MOTION FOR SUMMARY JUDGMENT

Defendant, through his attorney, Joseph Colavecchi, Esquire, files his Answer to the Motion for Summary Judgment of Plaintiff and respectfully avers as follows:

1. Plaintiff has failed to produce a signed contract between Plaintiff and Defendant authorizing an interest rate in excess of 6% per annum.

2. This is in violation of the Pennsylvania statutory interest rate of 6% simple interest as set forth in 41 P.S. 202.

3. In addition, Plaintiff is in violation of the Fair Debt Collections Practices Act in dunning for an interest rate in excess of 6% per annum which under Section 1692f, sets forth unfair practices such as "a collection of any amount, including any interest, fee, charge or expense, unless expressly authorized by the agreement or by law."

4. Attempting to charge in excess of 6% interest in absence of a signed agreement between Plaintiff and Defendant is a clear

violation of the Fair Debt Collections Practices Act.

5. The Motion for Summary Judgment would fail for this reason alone.

WHEREFORE, Defendant respectfully requests your Honorable Court dismiss the Plaintiff's Motion for Summary Judgment.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

UA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

**MOTION FOR SUMMARY JUDGMENT
FILED ON BEHALF OF DEFENDANT**

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

FILED 3CC *Att*
0/2:05 *um* J. Colavecchi
JUL 22 2008

Ln William A. Shaw
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 - 1665 - CD
:
vs. :
:
ROBERT C. KNEPP, :
Defendant :

*MOTION FOR SUMMARY JUDGMENT
FILED ON OF DEFENDANT*

AND NOW, comes Robert C. Knepp, by and through his counsel, Joseph Colavecchi, Esquire, and hereby files this Motion for Summary Judgment against the Plaintiff. In support thereof, Defendant avers as follows:

1. Plaintiff filed a Second Amended Complaint against Defendant seeking judgment in the amount of Two Thousand Seven Hundred Sixty-three Dollars and Seventy-four Cents (\$2,763.74) with interest at the interest rate of 25.9% per annum from August 25, 2003, and costs. A copy of the Second Amended Complaint has been attached to Plaintiff's Motion for Summary Judgment.

2. Plaintiff has not produced a signed agreement between Capital One Bank and Robert C. Knepp. All that Plaintiff has produced is an alleged agreement that is unsigned.

3. The legal rate of interest in the Commonwealth of Pennsylvania is 6% per annum as enacted by Statute, 41 P.S. 201. Attached is a copy of the applicable Statute marked as Exhibit "A".

4. Plaintiff admits in their Motion for Summary Judgment that they were charging interest at the rate of 25.9% per annum. This is more than four times the legal rate of interest in Pennsylvania.

5. In absence of a signed agreement whereby Defendant would be agreeing to pay an interest rate in excess of 6% per annum, the most that Plaintiff could charge is 6% per annum.

6. The failure by Plaintiff to produce a signed agreement from Defendant agreeing to an interest rate in excess of the statutory rate of 6% automatically voids Plaintiff's claim.

7. In addition, there are various charges asserted by Plaintiff and imposed on Defendant without a written agreement signed by Defendant agreeing to this type of charge being imposed on him.

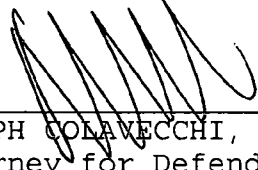
8. In violation of any written consent from Defendant, the charges of Plaintiff are void.

9. Pennsylvania law does not permit award of pre-judgment interest on an a breach of contract claim in an amount greater than 6% in the absence of a contractual provision. Daset Min. Corp. vs. Industrial Fuels Corp., 473 A.2d 584 (Pa. Super. 1984).

10. In addition, the dunning attempt at collection of an interest rate greater than that allowed by law is a Fair Debt Collections Practices Act violation as set out in section 1692f, setting forth unfair practices.

11. For these reasons, the Plaintiff's Complaint must fail.

WHEREFORE, Defendant respectfully requests that your Honorable Court grant Defendant's Motion for Summary Judgment dismissing Plaintiff's Complaint.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

§ 5.12

SATISFACTION OF JUDGMENTS

Practice Tip: The lawful rate of interest in Pennsylvania is 6% per annum. This is 0.5% per month, which lends itself to easy calculation on judgment satisfaction. Many title insurance companies, mortgage companies and other lending institutions will call repeatedly for payoff statements since your judgment is clouding a title or thwarting an ability to borrow funds by the judgment debtor. See Form 506 for an appropriate form for such payoff.

For purposes of computing interest on a verdict, the court has ruled that a judgment and a verdict are synonymous and interest bears the rate from the date of the verdict. *Incollingo v. Ewing*, 368 A.2d 79 (Pa. 1977). If the judgment creditor obtains a judgment, interest will run from the date of the judgment. *Koolvent Aluminum Awning Company of Pittsburgh v. City of Pittsburgh*, 162 A.2d 256 (Pa. Super. 1960). There are several issues concerning interest and judgments. The first is pre-judgment interest. Interest is compensation for the use or forbearance of money. *Rosen v. U.S.*, 288 F.2d 658 (1961). Interest is the compensation allowed by law or fixed by contract. *Schleeter v. Intrieri*, 473 A.2d 1067 (Pa. Super. 1984). The contractual rate of interest will prevail. However, Pennsylvania law does not permit award of pre-judgment interest on a breach of contract claim in an amount greater than 6% in the absence of a contractual provision. *Dasei Min. Corp. v. Industrial Fuels Corp.*, 473 A.2d 584 (Pa. Super. 1984).

Practice Tip: Always review any credit application or other contract between creditor and debtor to determine if an interest rate can be charged greater than 6% per annum. If not, the interest rate from the time the monies are due pursuant to the contract should be calculated at 6% per annum. In consumer matters, the dunning attempt at collection of an interest rate greater than that allowed by law is a Fair Debt Collection Practices Act violation. See Chapter 7.

§ 5.12. SATISFACTION OF JUDGMENTS

Once a debtor has paid the appropriate amount of the judgment as well as all court costs chargeable by statute, the judgment creditor has a duty to satisfy the judgment. At the written request of the judgment debtor or any-

JUDGMENT

judgment creditor has a duty to satisfy the judgment, 42 Pa. C.S. § 8104

judgment creditor who fails or refuses to satisfy that judgment at the written request of the judgment debtor or anyone interested therein, shall pay the judgment debtor as liquidated damages 1% of the original amount of judgment for each day of the delinquency period beyond thirty days and less than \$250.00 nor more than 50% of the original amount of the judgment. 42 Pa. C.S. § 8104(d).

Practice Tip: There is a legal duty to satisfy judgments once they have been paid. In a form letter to the forwarder or client, a notation should be made routinely as to the five-year priority of lien statute and that you will not be automatically reviving the judgment absent any affirmative requests on behalf of the creditor. (To keep such a diary system would be burdensome.) Also, most judgment debtors do not understand the procedure for satisfaction of the judgment. Although there is a duty on behalf of the judgment creditor to satisfy the judgment the mailing of a time stamped copy of the Order to Satisfy is not mandated by statute. Many debtors will gladly pay an appropriate fee for the forwarding of a copy of the docket entries and time-stamped copy of the Order to Satisfy.

Judgments taken at the District Justice level are subject to District Justice Rules 341 and 342, which give the procedure for requesting a satisfaction and the penalties for failing to do so. These rules allow for a separate action for damages. Clients should be instructed that demands for satisfaction are not a matter that can be ignored.

The time for bringing an action for damages for failure to satisfy a judgment is six years. *Pantuso Motors, Inc. v. Corestates Bank et al.*, 568 601, 798 A.2d 1277 (2002).

§ 5.13. FOREIGN JUDGMENTS

The Uniform Foreign Money Judgment Recognition Act, 42 P.S. § 22 et seq., and reproduced at Appendix 8, was passed in 1990. The Act is extremely brief. In the Act, a foreign judgment is defined as any judgment a foreign government granting or denying the recovery of a sum of money other than a judgment for taxes, fine or penalty or a judgment in a marital or family matter. Foreign government has been defined as any governmental unit other than the United States or any state district com-

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

RULE

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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}
013:14/CD Atty Colavecchi
JUL 23 2008 (62)

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 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant :

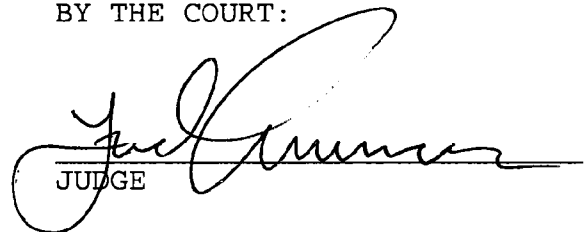
RULE

AND NOW, this 23 day of July, 2008, upon consideration of the foregoing Motion for Summary Judgment 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 18th day of August, 2008, at 9:00 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

JUL 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/23/08

☒ 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 - 1665 - CD
vs. :
ROBERT C. KNEPP, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion for Summary Judgment filed on behalf of Defendant and Rule in the above-captioned action was mailed by First Class Mail, postage prepaid, the 25th day of July 2008, to the attorney of record:

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


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

Dated: 7/24/08

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

FILED No CC.
9/2:10cm
JUL 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

CA

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

TYPE OF PLEADING:

vs.

PLAINTIFF'S ANSWER TO MOTION
FOR SUMMARY JUDGMENT FILED
ON BEHALF OF THE DEFENDANT

ROBERT C. KNEPP,

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 5215680

FILED No CC
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William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 06-1665-CD

vs.

ROBERT C. KNEPP,

Defendant.

PLAINTIFF'S ANSWER TO MOTION FOR SUMMARY JUDGMENT FILED ON
BEHALF OF THE DEFENDANT

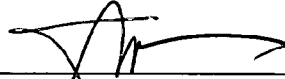
AND NOW, comes the Plaintiff, by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and files the following Answer to Motion for Summary Judgment:

1. Defendant's averments refer to a pleading of record, and therefore no response is required.
2. Defendant's averments refer to a pleading of record, and therefore no response is required.
3. Denied as a conclusion of law.
4. Defendant's averments refer to a pleading of record, and therefore no response is required. The remaining averments are denied as conclusions of law.

5. Denied as a conclusion of law. By way of further response, to the extent that Defendant has alleged that a written agreement must be signed to be binding upon the parties, such allegation is denied as being contrary to Pennsylvania law. See, e.g., Mountain Props., Inc. v. Tyler Hill Realty Corp., 2001 Pa.Super. 45, 767 A.2d 1096, 1101 (2001), appeal denied, 566 Pa. 666, 782 A.2d 547 (2001); Temple Univ. Hosp., Inc. v. Healthcare Mgmt. Alternatives, Inc., 2000 Pa.Super. 387, 764 A.2d 587, 593 (2000), appeal denied, 566 Pa. 647, 781 A.2d 147 (2001) (An offer may be accepted by conduct and what the parties do pursuant to the offer is germane to show whether the offer is accepted).
6. Plaintiff's response in Paragraph 5, above, is incorporated herein by reference thereto as though herein set forth at length.
7. Plaintiff's response in Paragraph 5, above, is incorporated herein by reference thereto as though herein set forth at length.
8. Plaintiff's response in Paragraph 5, above, is incorporated herein by reference thereto as though herein set forth at length.
9. Denied as a conclusion of law.
10. Plaintiff's response in Paragraph 5, above, is incorporated herein by reference thereto as though herein set forth at length.
11. Denied as a conclusion of law.

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

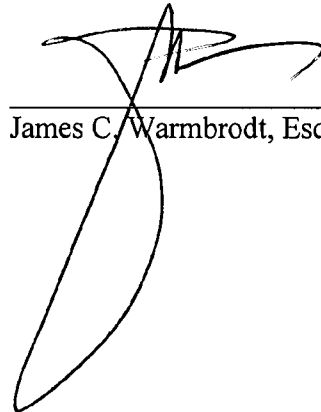
Respectfully Submitted:



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 # 5215680

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 within Plaintiff's Answer to Motion for Summary Judgment Filed on Behalf of Defendant has been served by U.S. Mail, Postage Pre-Paid, on 31st of July, 2008 upon the following:

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

BY: _____

James C. Warmbrodt, Esquire

UP

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

CAPITAL ONE BANK
Plaintiff,

Case No.: 2006-1665-CD

Vs

ROBERT C KNEPP
Defendant

RULE

AND NOW, this 4th day of AUGUST, 2008, upon consideration of the foregoing Plaintiff's Answer to Motion for Summary Judgment filed on behalf of the Defendant, a Rule is issued on the Defendant to appear and show cause why the Motion should not be granted.

Rule made Returnable the 18TH day of AUGUST, 2008, at 9:00 A.M.,
Clearfield County Courthouse, Courtroom No. 1.

BY THE COURT:

Judith J. Zimmerman J.

FILED
9/4/08
AUG 04 2008

ICC
Atty Wasmbrodt
@10

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/4/08

☒ 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.

ROBERT C. KNEPP,

Defendant

CIVIL DIVISION

No. 06 - 1665 - CD

DEFENDANT'S RESPONSE TO
PLAINTIFF'S ANSWER TO MOTION
FOR SUMMARY JUDGMENT FILED ON
BEHALF OF DEFENDANT

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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

FILED No CC.
0/3:35 Lm
AUG 12 2006

William A. Shaw
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 ACTION

CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1665 - CD
ROBERT C. KNEPP, :
Defendant :

DEFENDANT'S RESPONSE TO PLAINTIFF'S ANSWER TO
MOTION FOR SUMMARY JUDGMENT FILED ON BEHALF OF DEFENDANT

AND NOW, comes the Defendant, by and through his Attorney,
Joseph Colavecchi, Esquire, and files the following response to
Plaintiff's Answer to Motion for Summary Judgment.

Pennsylvania has a statutory legal rate of interest of six
(6%) percent per annum. 41 P.S. 201.

The interest rate on a Promissory Note, where no interest was
stated, is limited to six (6%) percent per annum. In Re:
Presqueisele Apartments, L.P., BKRTCY, W.D. Pa. 1990, 118 B.R. 332.

In contracts concerning payment of sum of money, which bear
interest rate higher or lower than legal rate, if parties do not
contract that contract rate shall be rate after debt becomes due,
then interest rate fixed by law attaches for detention of principal
sum. Daset Min. Corp. vs. Industrial Fuels Corp., 473 A.2d 584 326
Pa. Super. 14, Super. 1984.

Pennsylvania law does not permit award of prejudgment interest on breach of contract claim in an amount greater than six (6%) percent in absence of contractual provision. Daset Min. Corp. vs. Industrial Fuels Corp.

Without a written agreement from Defendant, Plaintiff has no right to charge interest in excess of six (6%) percent per annum.

Respectfully submitted:



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Robert C. Knepp
221 East Market Street
Clearfield, PA 16830

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

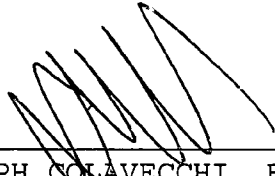
CAPITAL ONE BANK, :
Plaintiff :
vs. : No. 06 - 1665 - CD
ROBERT C. KNEPP, :
Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 11, 2008, a true and correct copy of Defendant's Response to Plaintiff's Answer to Motion for Summary Judgment filed on behalf of Defendant 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, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

DATE: 8/11/08

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

1A

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

CAPITAL ONE BANK,
Plaintiff
vs.
ROBERT C. KNEPP,
Defendant

No. 06-1665-CD

FILED *ICC Aug 20*
011133/2011 Wasmuth
AUG 20 2008 *Bibler*
J. Colavetti

William A. Shaw
Prothonotary/Clerk of Courts *(C10)*

ORDER

NOW, this 20th day of August, 2008, following argument on the Motions for Summary Judgment filed by both parties, it is the Findings and Order of this Court as follows:

1. The Defendant's Motion for Summary Judgment filed July 22, 2008 is hereby DISMISSED;
2. Contrary to the Defendant's claims, the Plaintiff is not required to produce a signed copy of the credit card agreement. A signed agreement is not necessary to make a credit agreement enforceable, and the Court may look to the conduct of the parties to help ascertain acceptance of an agreement when its validity is questioned. See Rule of Civil Procedure 1019; Atlantic Credit and Finance, Inc. v Giuliana, 829 A.2d 766 A.2d 347 (Pa.Super. 2000); Schreiber v. Olan Mills, 627 A.2d 806 (Pa.Super. 1993); and LVNV Funding, L.L.C., Assignee of Sherman Acquisition, Assignee of Bank of America v. Tina L. Lindsey, 90 Erie (p.38), 2007.
3. The Plaintiff's Motion for Summary Judgment filed on July 14, 2008 is hereby GRANTED. The Plaintiff has attached a copy of the credit card agreement and

numerous credit card monthly statements to its Second Amended Complaint filed July 2, 2007 and to its Motion for Summary Judgment

4. A review of the monthly statements clearly shows the Defendant's use of the credit card and that by his conduct he agreed to an interest rate substantially in excess to the statutory rate in Pennsylvania of 6%.
5. It is the ORDER of this Court that Judgment be entered against the Defendant, Robert C. Knepp, in the amount of \$2,763.75 with interest at 25.9% per annum from August 25, 2003 plus court costs.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

AUG 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/20/08

X You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

FILED

AUG 22 2009

W. J. 101

William A. Shaw

Prothonotary/Clerk of Courts

1 sent to Harry

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

CAPITAL ONE BANK

Plaintiff

No. 2006-1665-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

ROBERT C KNEPP

Defendant

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05215680

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

CAPITAL ONE BANK

Plaintiff
vs.

No. 2006-1665-CD

ROBERT C KNEPP

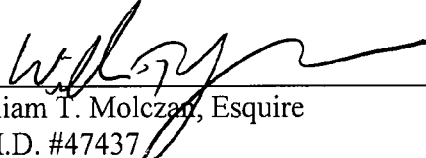
Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, 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.

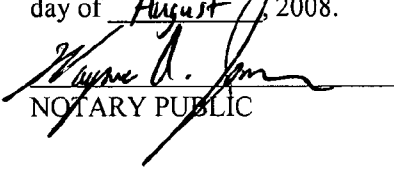
1. On or about August 08, 2008, Plaintiff received a signed Order of Court dated from 08/04/08. Said Order of Court is attached as Exhibit "1".
2. On or about August 11, 2008, Plaintiff mailed the Order of Courts to 221 EAST MARKET STREET, POB 131, CLEARFIELD, PA. 16830.

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



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05215680

Sworn to and subscribed
before me this 18
day of August, 2008.


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

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

CAPITAL ONE BANK
Plaintiff,

Case No.: 2006-1665-CD

Vs

ROBERT C KNEPP
Defendant

RULE

AND NOW, this 4th day of August, 2008, upon consideration of the foregoing Plaintiff's Answer to Motion for Summary Judgment filed on behalf of the Defendant, a Rule is issued on the Defendant to appear and show cause why the Motion should not be granted.

Rule made Returnable the 18TH day of AUGUST, 2008, at 9:00 A.M.,
Clearfield County Courthouse, Courtroom No. 1.

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.

AUG 04 2008

Attest.

William E. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT

1

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

CAPITAL ONE BANK

Plaintiff

Case No.: 06-1665-CD

TYPE OF PLEADING

vs.

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

ROBERT C. KNEPP

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 05215680
\$6,397.59

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

FILED *Atty pd 20.00*
m/12:58 PM
SEP 26 2008 *ICC Notice*
to Def. & Atty Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts *Statement to Atty*

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

CAPITAL ONE BANK

Plaintiff

Case No.: 06-1665-CD

vs.

ROBERT C. KNEPP

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Summary Judgment in favor of Plaintiff on August 20, 2008, kindly enter Judgment against the Defendant, **ROBERT C. KNEPP**, in the amount of \$6,397.59 computed as follows:

Amount Awarded per Order:	\$2,763.75
Interest from August 25, 2003 to September 22, 2008 at the legal rate of 25.9% per annum:	\$3,633.84
TOTAL:	\$6,397.59

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And Defendant's address is: 615 DECATUR ST., PHILIPSBURG, PA 16866

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

CAPITAL ONE BANK,
Plaintiff
vs.
ROBERT C. KNEPP,
Defendant

* No. 06-1665-CD
*
*
*
*

ORDER

NOW, this 20th day of August, 2008, following argument on the Motions for Summary Judgment filed by both parties, it is the Findings and Order of this Court as follows:

1. The Defendant's Motion for Summary Judgment filed July 22, 2008 is hereby DISMISSED;
2. Contrary to the Defendant's claims, the Plaintiff is not required to produce a signed copy of the credit card agreement. A signed agreement is not necessary to make a credit agreement enforceable, and the Court may look to the conduct of the parties to help ascertain acceptance of an agreement when its validity is questioned. See Rule of Civil Procedure 1019; Atlantic Credit and Finance, Inc. v. Giuliani, 829 A.2d 766 A.2d 347 (Pa.Super. 2000); Schreiber v. Olan Mills, 627 A.2d 806 (Pa.Super. 1993); and LVNV Funding, L.L.C., Assignee of Sherman Acquisition, Assignee of Bank of America v. Tina L. Lindsey, 90 Erie (p.38), 2007.
3. The Plaintiff's Motion for Summary Judgment filed on July 14, 2008 is hereby GRANTED. The Plaintiff has attached a copy of the credit card agreement and

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numerous credit card monthly statements to its Second Amended Complaint filed July 2, 2007 and to its Motion for Summary Judgment

4. A review of the monthly statements clearly shows the Defendant's use of the credit card and that by his conduct he agreed to an interest rate substantially in excess to the statutory rate in Pennsylvania of 6%.
5. It is the ORDER of this Court that Judgment be entered against the Defendant, Robert C. Knepp, in the amount of \$2,763.75 with interest at 25.9% per annum from August 25, 2003 plus court costs.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

I hereby certify that the foregoing is a true and correct copy of the original as filed in the Court of Common Pleas, Luzerne County, Pennsylvania.

AUG 23 2009

Attest.

[Signature]
Court Clerk

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05215680

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

CAPITAL ONE BANK

Plaintiff

Case No.: 06-1665-CD

vs.

ROBERT C. KNEPP

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was entered against you on September 26, 2008.

(xx) Assumpsit Judgment in the amount
 of \$6,397.59, plus interest at 25.9% per annum, plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 ☒ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration Award
 ☐ By Consent

Prothonotary

ROBERT C KNEPP
615 DECATUR ST
PHILIPSBURG, PA 16866

By: 
PROTHONOTARY (OR DEPUTY)

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Capital One Bank
Plaintiff(s)

No.: 2006-01665-CD

Real Debt: \$6,397.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert C. Knepp
Defendant(s)

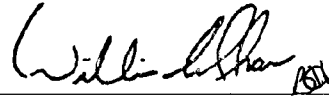
Entry: \$20.00

Instrument: Court-Ordered Judgment

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

CIVIL DIVISION

No. 06 - 1665 - CD

vs.

ROBERT C. KNEPP,

Defendant

***DEFENDANT'S BRIEF IN SUPPORT
OF PRELIMINARY OBJECTIONS***

Filed on Behalf of:

Defendant, ROBERT C. KNEPP

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 - 1665 - CD
:
vs. :
:
ROBERT C. KNEPP, :
Defendant :

**DEFENDANT'S BRIEF IN SUPPORT
OF PRELIMINARY OBJECTIONS**

STATEMENT OF CASE:

Plaintiff filed a Complaint in this action on or about October 11, 2006, and stated in Paragraph 3 that Defendant applied for and received a credit card.

Plaintiff further stated in Paragraph 6 that Plaintiff was entitled to the addition of interest at the rate of 25.90% per annum.

After Preliminary Objections were filed, an Amended Complaint was filed by Plaintiff wherein, they stated in Paragraph 4 that on or about February 9, 2002, Defendant received a credit card issued by Plaintiff.

Plaintiff further stated in the Amended Complaint in Paragraph 8, that pursuant to the terms of the agreement between the parties, Defendant agreed to make monthly payments.

Plaintiff further stated in Paragraph 10 that Defendant is in default of the agreement between the parties.

In addition, in Paragraph 12 of the Amended Complaint, Plaintiff stated that the unpaid balance is subject to finance charges at the rate of 25.90% per annum.

STATEMENT OF THE LAW AND ARGUMENT:

As set out above, Plaintiff has relied on a written agreement between Plaintiff and Defendant. However, Plaintiff has failed to produce the written agreement and has failed to attach it to the Complaint.

In absence of a written agreement, the legal interest rate on an unpaid account, under Pennsylvania law is 6% per annum. Plaintiff is stating in Paragraph 11 of the Amended Complaint that Plaintiff is entitled to finance charges at the rate of 25.90% per annum. This can only be charged against Defendant with the written consent of Defendant.

Pennsylvania Rule of Civil Procedure 1019(h), sets forth that a pleading shall state specifically whether any claim or defense set forth therein is based upon a writing. If so, the pleader shall attach a copy of the writing or the material part thereof, but if the writing or copy is not accessible to him, it is sufficient so to state, together with the reason, and to set forth the substance of the writing.

WHEREFORE, Defendant, through his attorney, Joseph Colavecchi, Esquire, asks that the Complaint be dismissed if Plaintiff is unable to produce a written agreement between Plaintiff and Defendant that is signed by both parties and which clearly sets out the terms of payment which Defendant is being asked to make.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant