

08-257-CD

Capital One vs Colleen Witz

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

CAPITAL ONE BANK

Plaintiff No: 08-257-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

Defendant 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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

October 29 2008 Document  
Reinstated/Registered to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

Atty pd.  
1/25/08  
FEB 13 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sheriff

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No

COLLEEN F WITZ

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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX5073 .

4. Defendant made use of said credit card and has a current balance due of \$1167.87 , as of January 11, 2008 .

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 January 11, 2008 . A copy of Plaintiff's STATEMENT 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1167.87 with continuing interest thereon at the rate of 25.900% per annum from January 11, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

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.

CapitalOne  
what's in your wallet?

COLLEEN F WITZ

YOU'RE BEHIND BY  
6  
PAYMENTS

NOT PAYING YOUR DEBT  
DOESN'T MAKE IT GO AWAY.

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

CapitalOne

Account Summary

Previous Balance	\$765.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.47
 New Balance	\$811.44
Minimum Amount Due	\$81.14
Payment Due Date	August 19, 2006
 Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One  
Capital One Bank P.O. Box 30285  
P.O. Box 790216 SLC, UT 84130-0285  
St. Louis, MO 63179-0216

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUN 20 - JUL 19, 2006

6.21/2.5

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1 19 JUL PAST DUE FEE

\$29.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$29.00 on 07/19/2006 because your minimum payment was not received by the due date of 07/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$431.36	.07096%	25.90%	\$9.18
CASH	\$342.54	.07096%	25.90%	\$7.29

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5178052197755073 19 081144009000811445

New Balance	\$811.44
Minimum Amount Due	\$81.14
Payment Due Date	August 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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: <input type="text"/>		

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216



012962

#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035  


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 new advances and special transactions. 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 a finance charge 1) from the date of the transaction or 2) from the date the transaction is processed by your bank, whichever is earlier, 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, if you 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and then add the difference to be billed to the purchase segment of your account.

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

2. Average Daily Balance (including New Purchases).

a. **Periodic Rate.** We calculate the daily periodic rate by dividing 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 all of these daily calculations to arrive at the total periodic finance charge. We then divide the total to 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. We then divide the daily balance 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 you actually pay.

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 each day given that there is no grace period for each segment. Then, we add 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" or "Annual Percentage Rate."  
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 Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES will 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.

If you fail to pay any amount due by the due date listed here for any reason 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 notice 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 void paying this fee or have it voided 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 "New Balance" in full (excluding the membership fee) prior to the end of the 30-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. After your account has been 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 at the time you make a payment to your account 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 your account until the membership fee 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.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use funds from your check to make a one-time electronic fund transfer from your bank account 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 receive your letter no later than 60 days after we mail the first bill in 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 of why you believe it is an error, or if you need more information, a description of the item or items 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 with a merchant that has a physical location that 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](http://www.capitalone.com).

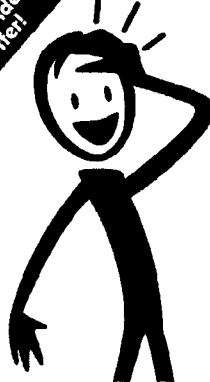
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a month;  
\$9.95/mo. thereafter



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- Internet Call Waiting

## UNLIMITED INTERNET ACCESS

**CapitalOne®**

PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUL 20 - AUG 19, 2006

Page 1 of 1

### Account Summary

Previous Balance	\$811.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.04
 New Balance	 \$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
 Total Credit Line	 \$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

#### Transactions

1	19 AUG	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 08/19/2006 because your minimum payment was not received by the due date of 08/19/2006. 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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$470.10	.07096%	25.90%	\$10.34
CASH	\$350.03	.07096%	25.90%	\$7.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052197755073 19 0858480090000858485

New Balance	\$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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: <input type="text"/>		

#9023266241794453# MAIL ID NUMBER  
COLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

00060

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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## UNLIMITED INTERNET ACCESS

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Mention Offer Code: JADE  
Or visit [www.peoplepc.com/go/jade](http://www.peoplepc.com/go/jade)

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

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

b. **Assuming 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 date of the current billing period. Additionally, if you did not pay the "New Balance" in time, the previous billing period in full, finance charges continue to accrue to your unpaid balance and 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 pay for the previous month. Unpaid finance charges will be added to the previous month's statement and will be added to the new balance of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the new balance 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 (new purchases, new balance transfers, 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 total daily balance. We then subtract any new purchases 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 new purchases from the total of the new purchases recorded for 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 the daily balance for each segment and dividing 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, we first statement date, take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any new 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 the daily balances for each segment for the billing period divided 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 R (Retail) 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*.

These changes will be effective on the first day of your billing period covered by the next monthly 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.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**  
 Your account will be assessed no more than two of the fees listed below 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 your 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 waive or not to assess any fees to your account. If you do not waive or not assess any fees to your account, we will 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 choose to close your account by calling 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 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 have arranged to pay off all outstanding charges, any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorize a payment from a merchant and we receive this 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.** You credit 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 either to use information from your check to make a one-time electronic fund transfer from your bank account or to provide your bank account number and routing number to us so we can 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. We will respond to your request as soon as possible. You can also call us at 1-877-778-1207. We can call our Customer Relations number. If we do not honor 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 transaction or bill in question. You can also 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 billing address. (If we own or operate the merchant, or if we are the merchant in 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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01LGLBAK

1902 Z 0100  
600

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon 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 until the 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. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

WITZ, COLLEEN F

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

JANELLA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
Y COMMISSION EXPIRES NOV 4, 2011

5178052197755073  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

Service # 1 of 1 Services

Sheriff Docket # **103764**

CAPITAL ONE BANK

Case # 08-257-CD

vs.

COLLEEN F. WITZ

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW June 20, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO COLLEEN F. WITZ, DEFENDANT. ATTEMPTED, NOT HOME

DEFENDANT CALLED TO SET UP TIME FOR SERVICE BUT THERE WASN'T ENOUGH TIME BEFORE THE COMPLAINT EXPIRED. PHONE: 814-591-9802

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3255882	10.00
SHERIFF HAWKINS	WELTMAN	3255882	32.18

0/3:00pm  
JUN 20 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 08-257-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

Defendant

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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

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

FEB 13 2008

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
COLLEEN F WITZ  
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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX5073 .

4. Defendant made use of said credit card and has a current balance due of \$1167.87 , as of January 11, 2008 .

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 January 11, 2008 . A copy of Plaintiff's STATEMENT 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1167.87 with continuing interest thereon at the rate of 25.900% per annum from January 11, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

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.

**CapitalOne**

what's in your wallet?

COLLEEN F WITZ

**YOU'RE BEHIND BY  
6  
PAYMENTS**

## NOT PAYING YOUR DEBT DOESN'T MAKE IT GO AWAY.

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

**CapitalOne**

### Account Summary

Previous Balance	\$765.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.47
 New Balance	 \$811.44
Minimum Amount Due	\$81.44
Payment Due Date	August 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

### PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUN 20 - JUL 19, 2006

631/2

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	19 JUL	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$29.00 on 07/19/2006 because your minimum payment was not received by the due date of 07/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**EXHIBIT**

12962S

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$431.36	.07096%	25.90%	\$9.18
CASH	\$342.54	.07096%	25.90%	\$7.29

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 5178052197755073 19 0811440090000811445

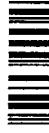
New Balance \$811.44  
Minimum Amount Due \$811.44  
Payment Due Date August 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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 790216  
St. Louis, MO 63179-0216

012962



#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

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 the code N appears on the front of this statement next to "Balance Rate Applied To," we also add any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up 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 Rate), or M (Money Market Rate) 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*. These changes plus the margin previously disclosed to you will be effective on the first day of your billing period covered by your periodic rate statement ending in the month, January, April, July, October.

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

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, new purchases, new special purchases) by the corresponding daily periodic rate(s) that have 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 total of each segment and then add the 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. That gives us the separate daily balance for each segment of your account. However, if the total of 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 segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing that by the total 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 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.

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. After 30 days, 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. If you do not cancel your account, we will cancel all preauthorized billing 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 transaction fees, service fees, late fees, returned payment fees, 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 payment from the merchant before 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. Use of Credit Card 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 present the payment on your check to your bank 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 your first bill on which the error or problem appeared. You can call our Customer Relations Department if you do not know the address where you can write. We 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 dispute while we are investigating it. You are still obligated to pay the part of your bill that is 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 service that you purchased with a credit card and you have tried in good faith to resolve 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 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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**\$497\***  
a month;  
\$9.95/mo. thereafter

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Mention Offer Code: JADE  
Or visit [www.peoplepc.com/go/jade](http://www.peoplepc.com/go/jade)

**UNLIMITED INTERNET ACCESS**

003

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

**CapitalOne®**

**Account Summary**

Previous Balance	\$811.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.04
 New Balance	 \$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to: **Send inquiries to:**  
Attn: Remittance Processing Capital One  
Capital One Bank P.O. Box 30285  
P.O. Box 790216 SLC, UT 84130-0285  
St. Louis, MO 63179-0216

**Important Account Information**

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

**PLATINUM MASTERCARD ACCOUNT**

5178-0521-9775-5073

JUL 20 - AUG 19, 2006

Page 1 of 1

**Payments, Credits and Adjustments**

**Transactions**

1 19 AUG PAST DUE FEE

\$29.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 08/19/2006 because your minimum payment was not received by the due date of 06/19/2006. 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	\$470.10	.07096%	25.90%	\$10.34
CASH	\$350.03	.07096%	25.90%	\$7.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052197755073 19 0858480090000858485

New Balance **\$858.48**  
Minimum Amount Due **\$858.48**  
Payment Due Date September 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

*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		

#9023266241794453# MAIL ID NUMBER

COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



000660

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

*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!

1-877-778-1207

Mention Offer Code: JADE  
Or visit [www.peoplepc.com/go/jade](http://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.** We 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 or special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Avgrent 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, we will not add finance charges to the previous billing period in full, finance charges from the previous period will be applied to the unpaid balance 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 will be added to the applicable segment of your Account.

c. **Minimum Finance Charge.** In each billing period that your account is subject to a finance charge, we will 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 applied 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 advances, purchases, electronic transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. As the end of each day during the billing period, we apply the daily periodic rate to 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 total for each segment to arrive at the total periodic finance charge for your account. To obtain the daily balance for each segment of your account, we take the previous 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 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 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 for 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 rate(s) will be multiplied by ANNUAL PERCENTAGE RATES may vary quarterly and are indicated on the statement 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 January, April, July, October.

### 4. Assessing 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 later statements.

### 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 membership fee) prior to the end of the third 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 contact your bank. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to renew 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, overtime fees, returned payment fees, cash advances, and any amounts you have accessed to your account. You are responsible for these amounts. When 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 margin of less than 10% in 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 an 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 about 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 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 supposed error, a description of the error and an explanation, if possible, 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 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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680  
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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

WITZ, COLLEEN F

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

JAVELA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
Y COMMISSION EXPIRES NOV 4, 2011

5178052197755073  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff No. 08-257-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

COLLEEN F WITZ

Defendants 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#06316535

5 pd \$7.00 Atty  
ICC and  
reinstated  
12:30 pm Complaint to  
Shff  
William A. Shan  
Administrator, Court of Courts

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Civil Action No. 08-257-CD

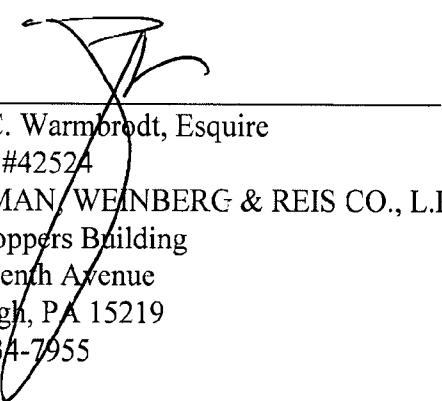
COLLEEN F WITZ

Defendants

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By:   
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 #06316535

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

CAPITAL ONE BANK

Plaintiff No: 08-257-CD

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

Defendant 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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

551  
FEB 13 2008

William A. Shaw  
Notary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

Defendant 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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
COLLEEN F WITZ  
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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXX5073 .

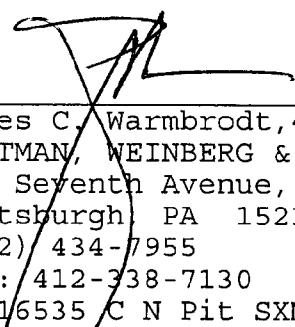
4. Defendant made use of said credit card and has a current balance due of \$1167.87 , as of January 11, 2008 .

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 January 11, 2008 . A copy of Plaintiff's STATEMENT 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 , COLLEEN F WITZ , INDIVIDUALLY , in the amount of \$1167.87 with continuing interest thereon at the rate of 25.900% per annum from January 11, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

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.

**CapitalOne**

what's in your wallet?

COLLEEN F WITZ

**YOU'RE BEHIND BY  
6  
PAYMENTS**

**NOT PAYING YOUR DEBT  
DOESN'T MAKE IT GO AWAY.**

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

**CapitalOne**

PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUN 20 - JUL 19, 2006

621555  
Page 1 of 1

**Account Summary**

Previous Balance	\$765.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.47
 New Balance	\$811.44
Minimum Amount Due	\$81.44
Payment Due Date	August 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Important Account Information**

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

**EXHIBIT**

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$431.36	.07096%	25.90%	\$9.18
CASH	\$342.54	.07096%	25.90%	\$7.29

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 5178052197755073 19 0811440090000811445

New Balance \$811.44  
Minimum Amount Due \$81.44  
Payment Due Date August 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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 \_\_\_\_\_

#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

012962



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 initial transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
- †**b. Acquiring 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 next calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in time for your 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 previous statement in your Account.
- †**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the previous statement in 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 advances, purchases, special transfers, and new 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 monthly average daily balance. We then add up the results from each segment to arrive at the total monthly 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 will result in 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 purchases or special purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances and dividing by the number of the days in 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 N 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 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 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 F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit Rate), or D (Discount Rate) 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 this statement, or on the first day in the months January, April, July and October.
  - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) 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 found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your consumer agreement, we reserve the right to waive or not to assess these 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. If you do not cancel your account, 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 at 1-800-333-9933. If you cancel your account 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 we pay all amounts due, including any transaction you have authorized, finance charge, 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 payment from the merchant before 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 Our 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 place the payment amount on your check. 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 Department again so as not 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; or if you need more information, a description of the transaction you are unsure about. You do not have to pay any amount in question while we are investigating it. 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 service 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 service, 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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Cardholders  
Offer!

**First 3 months half-price**

**\$497\***

a month;  
\$9.95/mo. thereafter

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Mention Offer Code: JADE  
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- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

**CapitalOne®**

PLATINUM MASTERCARD ACCOUNT

JUL 20 - AUG 19, 2006

5178-0521-9775-5073

Page 1 of 1

**Account Summary**

Previous Balance	\$811.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.04
 New Balance	 \$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
 Total Credit Line	 \$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
Available Credit for Cash	\$0.00

**Payments, Credits and Adjustments**

**Transactions**

1	19 AUG	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 08/19/2006 because your minimum payment was not received by the due date of 08/19/2006. 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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Important Account Information**

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$470.10	.07096%	25.90%	\$10.34
CASH	\$350.03	.07096%	25.90%	\$7.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052197755073 19 0858480090000858485

New Balance	\$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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: <input type="text"/>		

650

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

00060

#9023266241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

*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!

1-877-778-1207

Mention Offer Code: JADE  
Or visit [www.peoplepc.com/go/jade](http://www.peoplepc.com/go/jade)

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

\*PeoplePC Online: First 3 months 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 cash advances, 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" in full.

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the 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 you have a balance on your Account, a minimum FINANCIAL CHARGE of \$0.50 will be applied. 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 applied 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 to each segment of your account to the daily balance in 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 to it any daily purchases 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 in full on your previous statement in full for all your new balance and you have made 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(s) for 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 charges from the daily 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 change at any time and in accordance with the stated indices, 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 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, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, 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. Application 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. The Membership Fee 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 say "Membership." Please excuse us for 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 as your authorization to use 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 or the account to which you requested 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 on 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.

8. Notice About Electronic Check Conversion. When you provide us with your account number to use information from your check to make a one-time electronic fund transfer from your bank account 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

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 receive your letter within 60 days of the date of 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 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 in 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 \$500 and the purchase was made in your home state or within 100 miles of your regular place of residence 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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18022 689  
2

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon 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 as of the 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. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

WITZ, COLLEEN F

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

JAMELA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
Y COMMISSION EXPIRES NOV 4, 2011

5178052197755073  
A049  
WELTMAN, WEINBERG & REIS CO., L.P.A.

December 9, 2008

REC'D 14 DEC 2008 NOCC  
DEC 11 2008 (AC)  
S William A. Shaw  
Prothonotary/Clerk of Courts

Court Administrator

Clearfield County Courthouse

230 East Market Street, Suite 228

Clearfield, PA 16830

Re: Civil Action Complaint #08-257-CD

Administrator:

Please consider this correspondence an objection and notice to defend against Civil Action Complaint #08-257-CD.

Having been the victim of identity theft, I would like the plaintiff to produce documents that bind me to this debt. Specifically, I request:

1. The original credit agreement with my signature;
2. Documentation of this claim;
3. Concise calculations/itemizations used to determine the amount owed.

The exhibits attached to the original complaint filed by the plaintiff do not satisfy any of the matters listed above.

Thank you for your assistance.

Sincerely,

*Colleen Witz Coudriet*  
Colleen Witz Coudriet

492 Treasure Lake

DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-257-CD

CAPITAL ONE BANK (USA), N.A.  
vs  
COLLEEN F. WITZ

SERVICE # 1 OF 1

REINSTATED COMPLAINT

SERVE BY: 11/28/2008 HEARING: PAGE: 104829

DEFENDANT: COLLEEN F. WITZ  
ADDRESS: 492 TREASURE LK  
DUBOIS, PA 15801

371-5032 Sec 13 lot 105

S

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

William A. Shaw

Prothonotary Clerk of Court

ATTEMPTS

0/8:30 AM  
DEC 15 2008

15

**SHERIFF'S RETURN**

NOW, 11-26-08 AT 12:01 AM (PM) SERVED THE WITHIN

REINSTATED COMPLAINT ON COLLEEN F. WITZ, DEFENDANT

BY HANDING TO MATT CONRIBT, DEFENDANT'S HUSBAND

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

ADDRESS SERVED Sec 13 Lot 105 TREASURE LAKES, DUBOIS, PA

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

REINSTATED COMPLAINT FOR COLLEEN F. WITZ

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

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

I MAKE RETURN OF **NOT FOUND** AS TO COLLEEN F. WITZ

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

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Mark A. Conribt  
Deputy Signature

Mark A. Conribt  
Print Deputy Name

DAY OF 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104829  
NO: 08-257-CD  
SERVICES 1  
REINSTATED COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.  
vs.  
DEFENDANT: COLLEEN F. WITZ

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8793718	10.00
SHERIFF HAWKINS	WELTMAN	8793718	31.23

5  
01352001  
FEB 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

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

CAPITAL ONE BANK ,

Plaintiff,

Case No.: 08-257-CD

vs.

TYPE OF PLEADING:

**PRAECIPE TO SCHEDULE**

COLLEEN F WITZ

Defendants.

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  
MILLION JUL 27 2009 10C  
Atty Bibler

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.: 08-257-CD

vs.

COLLEEN F WITZ,

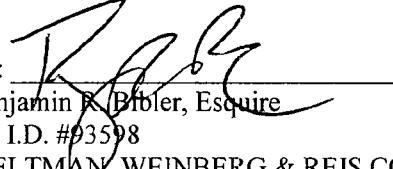
Defendants.

**PRAECIPE TO SCHEDULE**

TO THE PROTHONOTARY:

Please schedule the Motion For Summary Judgment before a Judge for decision.

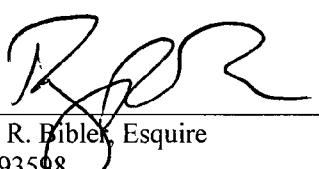
WELTMAN, WEINBERG & REIS, CO., L.P.A.

By:   
Benjamin R. Bibler, Esquire  
PA I.D. #03598  
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 Praecept to Schedule has been served by First Class Mail, postage pre-paid, on 24 day of July, 2009 upon the following:

Colleen F Witz  
492 Treasure Lk  
Du Bois Pa 15801

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

FILED

JUL 27 2009

*William A. Shaw*  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 08-257-CD

vs.

COLLEEN F WITZ  
Defendants

**ORDER OF COURT**

AND NOW, to wit, this 28<sup>th</sup> day of July, 2009, 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 September 11, 2009 at  
1:30 ~~a.m.~~ p.m. Courtroom #1

BY THE COURT:



FILED  
JUL 28 2009  
07/11:36 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO FILE

FILE  
JUL 28  
William A.  
Prothonotary/C

DATE 7-28-09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

FILE

JUL 20 2009

William A.  
Farnam County/C.

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-257-CD

vs.

**MOTION FOR SUMMARY JUDGMENT**

COLLEEN F WITZ,

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Benjamin R. Bibler, Esquire  
PA ID# 93598  
Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

FILED NO Cc  
JUL 27 2009  
W.A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-257-CD

vs.

**MOTION FOR SUMMARY JUDGMENT**

COLLEEN F WITZ,  
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 Complaint against Defendant seeking judgment in the amount of \$1,167.87 with interest at the interest rate of 25.90% per annum from January 11, 2008, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
2. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
3. Defendant filed an Answer to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
4. On or around May 20, 2009, Plaintiff served upon Defendant a set of requests for admissions and requests for production of documents. A true and correct copy of the same is attached hereto as Exhibit "C" and made a part hereof.
5. No response to the discovery demands has been received from the Defendant.
6. The requests for admissions are now deemed admitted under Pennsylvania Rule of Civil Procedure 4014(b). Thus Defendant has admitted that she has made no payment on the credit card since January 12, 2006; that she applied for the credit card; that the statements attached to Plaintiff's Discovery

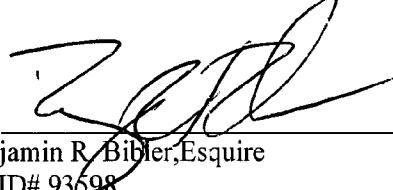
Request correctly identify the payments, charges, and balances on the account; that she has not submitted any written disputes as to billing inaccuracies; and that \$1,167.87 is a correct and accurate balance on the credit card account.

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

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

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$1,167.87 with interest at the contact interest rate of 25.90% per annum from January 11, 2008, and costs.

Respectfully Submitted:

By:   
Benjamin R. Bibler, Esquire  
PA ID# 93598  
Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-257-CD

vs.

COLLEEN F WITZ,  
Defendant.

**ORDER OF COURT**

AND NOW, to-wit, this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 \$1,167.87 with interest at the rate of 25.90% per annum from January 11, 2008, plus costs.

BY THE COURT

\_\_\_\_\_  
J.

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

CAPITAL ONE BANK

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

COLLEEN F WITZ

Defendant 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 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06316535 C N Pit SXM

EXHIBIT

A

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

CAPITAL ONE BANK

Plaintiff  
vs. Civil Action No  
COLLEEN F WITZ  
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 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX5073 .

4. Defendant made use of said credit card and has a current balance due of \$1167.87 , as of January 11, 2008 .

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 January 11, 2008 . A copy of Plaintiff's STATEMENT 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, COLLEEN F WITZ, INDIVIDUALLY, in the amount of \$1167.87 with continuing interest thereon at the rate of 25.900% per annum from January 11, 2008 plus costs.

  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-238-7130  
06316535 C N Pit SXM

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.

CapitalOne®

what's in your wallet?

COLLEEN F WITZ

YOU'RE BEHIND BY  
6  
PAYMENTS

## NOT PAYING YOUR DEBT DOESN'T MAKE IT GO AWAY.

058

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

058-07754

CapitalOne®

### Account Summary

Previous Balance	\$765.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.47
 New Balance	 \$811.44
Minimum Amount Due	\$811.44
Payment Due Date	August 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

### PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUN 20 - JUL 19, 2006

6/21/06  
Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	19 JUL	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$29.00 on 07/19/2006 because your minimum payment was not received by the due date of 07/19/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

## EXHIBIT

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$431.36	.07096%	25.90%	\$9.18
CASH	\$342.54	.07096%	25.90%	\$7.29

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5178052197755073 19 081144009000811445

New Balance \$811.44  
Minimum Amount Due \$811.44  
Payment Due Date August 19, 2006  
Total enclosed \$   
Account Number 5178-0521-9775-5073

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 790216  
St. Louis, MO 63179-0216

012962

#5020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15601-9035



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 "Interest Notice" for the amounts below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you will be assessed a finance charge, 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 FINANCIAL CHARGE of \$0.50 will be imposed on the total finance charge. If the sum of the periodic rate of your periodic rate(s) is less than 50.50, 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 not 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 have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to your average daily balance for that 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 daily finance charge for that segment to 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 will not add 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 in the daily 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 do not subtract any unpaid finance charge accrued 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 Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
  4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than one 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 your account as open and you will not be able to reopen your account. Additionally, your account will remain open 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 your account or they are incurred subsequent to your request to close your account. The only cash 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 membership fee will be charged to the account period 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, we authorize you 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 individual statements 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 the date it occurred. If you are not sure what the error is, 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 with a merchant that has its principal place of business or operates 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

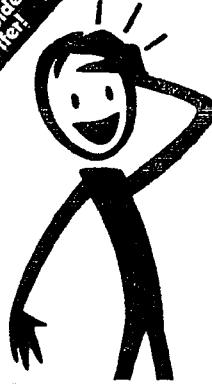
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\$9.95/mo. thereafter



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003

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## UNLIMITED INTERNET ACCESS

**CapitalOne®**

PLATINUM MASTERCARD ACCOUNT

JUL 20 - AUG 19, 2006

Page 1 of 1

### Account Summary

Previous Balance	\$811.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.04
New Balance	\$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

#### Transactions

1	19 AUG	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 08/19/2006 because your minimum payment was not received by the due date of 08/19/2006. 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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 34285  
SLC, UT 84130-0285

### Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$470.10	.07056%	25.90%	\$10.34
CASH	\$350.03	.07056%	25.90%	\$7.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052197755073 19 0858480090000858485

New Balance	\$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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: <input type="text"/>		

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

000660

#9023266241794453# MAIL ID NUMBER  
COLLEEN P WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

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: JADE  
Or visit [www.peoplepc.com/go/jade](http://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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19802 20100  
680 2

1. **How To Avoid A Finance Charge.**  
a. **Grace Period.** You will have a minimum grace period of 10 days within which no charge on new purchases, new balance transfers, new special transfers and new other charges if you pay your total "New Balance" by the closing date. These 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 closing date.

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, finance charges continue to accrue to your unpaid balance until the date you 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. **Periodic Finance Charge.** For each billing period that your account subject to a finance charge, a minimum TOTAL FINANCE CHARGE of \$0.50 will be added to 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. **Interest Reduction in Finance Charge.** We reserve the right not 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 purchases 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 is less than or equal to zero), 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 errors 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 from the balance of each segment. This gives us the daily balance for 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 increase or decrease based on the 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 Rate or Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may increase or decrease based on the stated indices as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

d. **Interest Waiver.** For each billing period, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

e. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than 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. **Assessment of Your Account.** If a membership fee appears on the front of this statement, you have 20 days from the date this statement was issued 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 requesting "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 your request to close your account as a request to reopen your account. Additionally, your account will 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 accrued before or after the time you request to close the account or they accrued 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 accrue, 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 the amount from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check. 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 receive your question within 60 days after we sent you the first bill on which the error or question appears. 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. If you need more information, a description of the item you are using. 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 merchant or if 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](http://www.capitalone.com). Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLB

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon 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 as of the 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. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

WITZ, COLLEEN F

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

JAMELA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
COMMISSION EXPIRES NOV 4, 2011

5178052197755073

A049

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

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

JUL 15 2009

December 9, 2008

Attest:

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

FILED  
M T H O O L S N N O C C  
DEC 11 2008 @ 0

William A. Shaw  
Prothonotary/Clerk of Courts

Court Administrator

Clearfield County Courthouse

230 East Market Street, Suite 228

Clearfield, PA 16830

Re: Civil Action Complaint #08-257-CD

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

JUL 15 2009

Administrator:

Attest:

*Colleen Witz Coudriet*  
Colleen Witz Coudriet

Please consider this correspondence an objection and notice to defend against Civil Action Complaint #08-257-CD.

Having been the victim of identity theft, I would like the plaintiff to produce documents that bind me to this debt. Specifically, I request:

1. The original credit agreement with my signature;
2. Documentation of this claim;
3. Concise calculations/itemizations used to determine the amount owed.

The exhibits attached to the original complaint filed by the plaintiff do not satisfy any of the matters listed above.

Thank you for your assistance.

Sincerely,

*Colleen Witz Coudriet*  
Colleen Witz Coudriet

492 Treasure Lake

DuBois, PA 15801

EXHIBIT

B

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION  
CAPITAL ONE BANK (USA),NA

Plaintiff

v.

NO. 08-257-CD

COLLEEN F WITZ

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 of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or

her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR ADMISSION NO. 1:

Defendant signed the attached credit card application.

Admitted\_\_\_\_\_

Denied\_\_\_\_\_

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from May 20, 2002 through August 19, 2006, 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 12, 2006.

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.

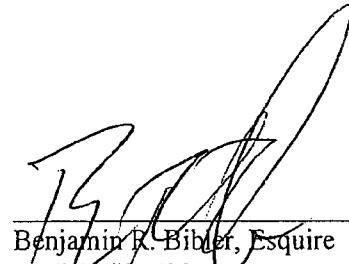
REQUEST FOR ADMISSION NO. 5:

\$1,167.87 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.



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) 434-79555

WWR: 6316535

**DEFENDANT'S VERIFICATION**

I, \_\_\_\_\_, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

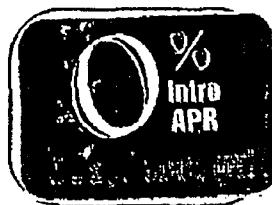
---

Date

---

Signature

# GUARANTEED ACCEPTANCE CERTIFICATE



Remove the sticker  
from the letter  
above and place here.



5850388815790 004 003

Colleen F. Witz  
RR 1 Box 246A  
Brockport, PA 15823

Please cross out and change  
name or address if necessary.

Offer Expires: May 17, 2002

63165313

## Please select the Platinum MasterCard design you prefer:

If you do not check a box, upon approval you will receive the  
Tennis Platinum MasterCard.

11.  Tennis      12.  Ready to Serve  
13.  Taking a Break      14.  Practice  
15.  Standard Platinum MasterCard

## 1. Tell us about yourself

Social Security Number

0423

Date of Birth

030967

Home Phone

914-268-2903

## 2. Sign here

I have read the Important Disclosures and Terms of Offer enclosed and agree to be bound as  
specified therein. You are authorized to check my credit and employment history.  
This offer is nontransferable.

Applicant  
Signature

To avoid delays, please provide all information requested.

Date 04/24/02

5850-3

Please see the enclosed Important Disclosures for rates, fees and  
other cost information.

6316535



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAY 20 - JUN 19, 2002  
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$14.87
Transactions	\$1,474.67
Finance Charges	\$0.00
New Balance	\$1,459.80
Minimum Amount Due	\$43.00
Payment Due Date	July 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$1,540.20
Credit Line for Cash	\$990
Available Credit for Cash	\$990.00

At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 35147  
Richmond, VA 23276

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

Payments, Credits and Adjustments

1	14 JUN	WAL MART CREDIT	\$14.87-
Transactions			
2	25 MAY	BLAIR OUTLET STORE WARREN PA	\$119.37
3	02 JUN	WAL MART DU BOIS PA	84.70
4	02 JUN	WAL MART DU BOIS PA	122.32
5	03 JUN	WAL MART DU BOIS PA	130.98
6	05 JUN	WAL MART DU BOIS PA	57.54
7	07 JUN	WAL MART DU BOIS PA	121.97
8	08 JUN	BOBBY LABONTE RIG T12 CONCORD NC	70.00
9	08 JUN	REALTREE RIG T39 CONCORD NC	52.00
10	09 JUN	REALTREE RIG T39 CONCORD NC	55.00
11	13 JUN	WALDENBOOKS 1154 DUBOIS PA	105.81
12	13 JUN	AMES DEPT STOR00005371 DU BOIS PA	71.25
13	14 JUN	WAL MART DU BOIS PA	275.04
14	15 JUN	DICK'S CLOTHING&SPORTS STATE COLLEGE PA	149.69
15	19 JUN	MEMBERSHIP FEE	59.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.00000%	.00%	\$0.00
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

49323S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 1459800000000043006

New Balance	\$1,459.80
Minimum Amount Due	\$43.00
Payment Due Date	July 19, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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

049323

#9017166241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUN 20 - JUL 19, 2002  
Page 1 of 2

**Account Summary**

Previous Balance	\$1,459.80
Payments, Credits and Adjustments	\$50.00
Transactions	\$1,098.44
Finance Charges	\$17.27
New Balance	\$2,525.51
Minimum Amount Due	\$75.00
Payment Due Date	August 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$474.49
Credit Line for Cash	\$990
Available Credit for Cash	\$474.49

**At your service**

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

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

**Payments, Credits and Adjustments**

1	18 JYL	PAYMENT RECEIVED - THANK YOU	\$50.00-
<b>Transactions</b>			
2	21 JUN	DUNHAMS #79 DUBOIS PA	\$273.91
3	25 JUN	CASH ADV. A&T BANK BROCKWAY PA	101.50
4	26 JUN	LOWE'S #1010 DUBOIS PA	36.99
5	26 JUN	WAL MART DU BOIS PA	32.59
6	28 JUN	AMES DEPT STOR00005371 DU BOIS PA	43.70
7	29 JUN	CASH ADV. 288/315 LOWE STATE COLLEGE PA	101.50
8	29 JUN	CIRCUIT CITY SS #1693 STATE COLLEGE PA	50.85
9	29 JUN	CIRCUIT CITY SS #1693 STATE COLLEGE PA	310.52
10	30 JUN	WAL MART DU BOIS PA	95.38
11	03 JUL	CASH ADV. A&T BANK DUBOIS PA	51.50
12	19 JUL	CASH ADVANCE FEE -- FINANCE CHARGE	15.00

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,125.64	.00000%	.00%	\$0.00
CASH	\$185.48	.04082%	14.90%	\$2.27

ANNUAL PERCENTAGE RATE applied this period

8.71%

425965

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5 78052197755073 19 2525510050000075009

New Balance	\$2,525.51
Minimum Amount Due	\$75.00
Payment Due Date	August 19, 2002
Total enclosed	\$ <input type="text"/>

*Please print address changes below using blue or black ink.*

Street	Apt. #
City	State
Home Phone	Alternate Phone

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

042536

#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUL 20 - AUG 19, 2002  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,525.51
Payments, Credits and Adjustments	\$100.00
Transactions	\$464.59
Finance Charges	\$26.38
New Balance	\$2,916.48
Minimum Amount Due	\$87.00
Payment Due Date	September 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$83.52
Credit Line for Cash	\$990
Available Credit for Cash	\$83.52

**Payments, Credits and Adjustments**

1 17 AUG	PAYMENT RECEIVED - THANK YOU	\$100.00
<b>Transactions</b>		
2 24 JUL	CASH ADV. /S & T BANK DUBOIS PA	\$101.50
3 27 JUL	CASH ADV. MS/ACCESS 9 WHIPPSNY NJ	102.50
4 01 AUG	LINDT CHOCOLATE SHOP 3 PHILADELPHIA USA	16.90
5 01 AUG	OLD NAVY OUTLET 2883 PHILADELPHIA PA	13.96
6 01 AUG	MODELL'S SPORT GOODS 4 PHILADELPHIA PA	25.28
7 02 AUG	CASH ADV. TM/2400 OLD TREVOS PA	102.95
8 18 AUG	CASH ADV. /S & T BANK DUBOIS PA	101.50
9 19 AUG	CASH ADVANCE FEE -- FINANCE CHARGE	20.00

**At your service**

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

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

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

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$2,283.21	.00000%	.00%
CASH		\$503.81	.04082%	14.90%

ANNUAL PERCENTAGE RATE applied this period

11.36%

49004\$

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 0 5178052197755073 19 2916480100000087008

New Balance	\$2,916.48
Minimum Amount Due	\$87.00
Payment Due Date	September 19, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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

049004

#9023266241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

AUG 20 - SEP 19, 2002  
Page 1 of 1

Account Summary

Previous Balance	\$2,916.48
Payments, Credits and Adjustments	\$87.00
Transactions	\$82.50
Finance Charges	\$18.99
New Balance	\$2,930.97
Minimum Amount Due	\$87.00
Payment Due Date	October 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$69.03
Credit Line for Cash	\$990
Available Credit for Cash	\$69.03

Payments, Credits and Adjustments

1	16 SEP	PAYMENT RECEIVED - THANK YOU	\$87.00
Transactions			
2	07 SEP	CASH ADV. IRST/550 MAI BROCKWAY PA	\$31.00
3	07 SEP	CASH ADV. S & T BANK DUBOIS PA	51.50
4	19 SEP	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

At your service

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

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

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,233.86	.000006	.00%	\$0.00
CASH	\$710.22	.04082%	14.90%	\$8.99

ANNUAL PERCENTAGE RATE applied this period

7.74%

581325

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2930970087000087007

New Balance	\$2,930.97
Minimum Amount Due	\$87.00
Payment Due Date	October 19, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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

058132

#9026366241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

Please write 5178-0521-9775-5073 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

SEP 20 - OCT 19, 2002  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,930.97
Payments, Credits and Adjustments	\$100.00
Transactions	\$63.00
Finance Charges	\$19.81
New Balance	\$2,913.78
Minimum Amount Due	\$87.00
Payment Due Date	November 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$86.22
Credit Line for Cash	\$990
Available Credit for Cash	\$86.22

**Payments, Credits and Adjustments**

1	19 OCT	PAYMENT RECEIVED - THANK YOU	\$100.00
<b>Transactions</b>			
2	20 SEP	CASH ADV. /S & T BANK DUBOIS PA	\$21.50
3	21 SEP	CASH ADV. /S & T BANK DUBOIS PA	41.50
4	19 OCT	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

**At your service**

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

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

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

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$2,192.52	.00009%	.00%
CASH		\$801.46	.04082%	14.90%

ANNUAL PERCENTAGE RATE applied this period **7.94%**

57472S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2913780100000087004

New Balance	\$2,913.78
Minimum Amount Due	\$87.00
Payment Due Date	November 19, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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

057472



#9029366241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BRICKPORT PA 15823-9801



5316535

Please write 5178-0521-9775-5073 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

OCT 20 - NOV 19, 2002  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,913.78
Payments, Credits and Adjustments	\$87.00
Transactions	\$0.00
Finance Charges	\$9.83
New Balance	\$2,836.61
Minimum Amount Due	\$85.00
Payment Due Date	December 19, 2002
Total Credit Line	\$3,000
Total Available Credit	\$163.39
Credit Line for Cash	\$990
Available Credit for Cash	\$163.39

**Payments, Credits and Adjustments**

1 14 NOV PAYMENT RECEIVED - THANK YOU	\$87.00
---------------------------------------	---------

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374! You could save \$400\* by comparing rates. Mention code P700. \*Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

**At your service**

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

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

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

**Important Account Information**

Who should be the college football National Mascot of the Year? You help decide! Visit [www.capitalonebowl.com](http://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!

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,125.12	.00000%	.00%	\$0.00
CASH	\$776.59	.04082%	14.90%	\$9.83

ANNUAL PERCENTAGE RATE applied this period

3.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2836610087000085006

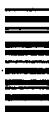
New Balance	\$2,836.61
Minimum Amount Due	\$85.00
Payment Due Date	December 19, 2002
Total enclosed	\$ <input type="text"/>

*Please print address changes below using blue or black ink.*

Street	Ap. #	
City	State	ZIP
Home Phone	Alternate Phone	

#9032466241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

056939



3316535

*Please write 5178-0521-9775-5073 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.*



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

NOV 20 - DEC 19, 2002  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,836.61
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$34.41
 New Balance	 \$2,771.02
Minimum Amount Due	\$83.00
Payment Due Date	January 18, 2003
 Total Credit Line	 \$3,000
Total Available Credit	\$228.98
Credit Line for Cash	\$990
Available Credit for Cash	\$228.98

**At your service**

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

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Services P.O. Box 85015  
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!

584115

**Payments, Credits and Adjustments**

1	07 DEC	PAYMENT RECEIVED - THANK YOU	\$100.00-
---	--------	------------------------------	-----------

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$2,665.41	.04082%	14.90%
CASH		\$744.60	.04082%	14.90%

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2771020100000083000

New Balance	\$2,771.02
Minimum Amount Due	\$83.00
Payment Due Date	January 18, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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: <input type="text"/>		

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

056411



#9035466241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15623-9801



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

DEC 20, 2002 - JAN 19, 2003  
Page 1 of 2

**Account Summary**

Previous Balance	\$2,771.02
Payments, Credits and Adjustments	\$100.00
Transactions	\$149.21
Finance Charges	\$36.01
New Balance	\$2,856.24
Minimum Amount Due	\$85.00
Payment Due Date	February 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$143.76
Credit Line for Cash	\$90
Available Credit for Cash	\$143.76

**Payments, Credits and Adjustments**

1	13 JAN	PAYMENT RECEIVED - THANK YOU	\$100.00
Transactions			
2	23 DEC	WAL MART DU BOIS PA	\$64.56
3	12 JAN	WAL MART DU BOIS PA	\$84.65

**At your service**

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

Send payments to:  
Attn: Renovation 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

49580S

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,113.88	.04082%	14.90%	\$26.75
CASH	\$732.06	.04082%	14.90%	\$9.26

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2856240100000085000

New Balance	\$2,856.24
Minimum Amount Due	\$85.00
Payment Due Date	February 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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

045580

#9001966241794454# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BRCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JAN 20 - FEB 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,856.24
Payments, Credits and Adjustments	\$85.00
Transactions	\$101.50
Finance Charges	\$42.17
New Balance	\$2,914.91
Minimum Amount Due	\$87.00
Payment Due Date	March 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$85.09
Credit Line for Cash	\$990
Available Credit for Cash	\$85.09

At your service

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

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

Payments, Credits and Adjustments

1	06 FEB	PAYMENT RECEIVED - THANK YOU	\$85.00
2	18 JAN	CASH ADV. SUPERCENTER CLEARFIELD PA	\$101.50
3	19 FEB	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

\*\*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](http://www.TheAntiDrug.com)\*\*

47505

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,124.34	.04082%	14.90%	\$26.88
CASH	\$813.03	.04082%	14.90%	\$10.29

ANNUAL PERCENTAGE RATE applied this period **17.23%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2914910085000087005

New Balance	\$2,914.91
Minimum Amount Due	\$87.00
Payment Due Date	March 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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



047505

#9005166241794457# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801





6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

FEB 20 - MAR 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,914.91
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$33.17
 New Balance	 \$2,858.08
Minimum Amount Due	\$85.00
Payment Due Date	April 19, 2003
 Total Credit Line	 \$3,000
Total Available Credit	\$141.92
Credit Line for Cash	\$990
Available Credit for Cash	\$141.92

Payments, Credits and Adjustments

1	11 MAR	ELECTRONIC PAYMENT	\$90.00
---	--------	--------------------	---------

At your service

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

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

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

51365

Finance Charges		Please see reverse side for important information			
		Balance rate applied to Purchases	Periodic rate	Corresponding APR	FINANCE CHARGE
CASH		\$2,095.37 \$806.67	.04082%	14.00%	\$23.95 \$9.22

ANNUAL PERCENTAGE RATE applied this period 14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 285808009000085000

New Balance	\$2,858.08
Minimum Amount Due	\$85.00
Payment Due Date	April 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

051356

# 9007966241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAR 20 - APR 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,858.08
Payments, Credits and Adjustments	\$90.00
Transactions	\$.00
Finance Charges	\$36.02
 New Balance	 \$2,804.10
Minimum Amount Due	\$84.00
Payment Due Date	May 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$195.90
Credit Line for Cash	\$990
Available Credit for Cash	\$195.90

Payments, Credits and Adjustments

1	10 APR	ELECTRONIC PAYMENT	\$90.00
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At your service

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

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

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

476915

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,057.72	.04082%	14.90%	\$26.04
CASH	\$788.83	.04082%	14.90%	\$9.98

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2804100090C00084002

New Balance	\$2,804.10
Minimum Amount Due	\$84.00
Payment Due Date	May 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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



047691

#9011066241794451# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801





6316535

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



PLATINUM MASTERCARD ACCOUNT  
S178-0521-9775-5073

APR 20 - MAY 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,804.10
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$34.25
 New Balance	 \$2,748.35
Minimum Amount Due	\$82.00
Payment Due Date	June 19, 2003
 Total Credit Line	 \$3,000
Total Available Credit	\$251.65
Credit Line for Cash	\$90
Available Credit for Cash	\$228.38

Payments, Credits and Adjustments

1	12 MAY	ELECTRONIC PAYMENT	\$90.00
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At your service

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

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

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

Important Account Information

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).

47208S

Finance Charges				Please see reverse side for important information	
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE	
PURCHASES	\$2,021.70	.04082%	14.90%	\$24.76	
CASH	\$775.02	.04082%	14.90%	\$9.49	

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 274835009000082004

New Balance	\$2,748.35
Minimum Amount Due	\$82.00
Payment Due Date	June 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

Please print mailing address and 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

047209

#9014066241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAY 20 - JUN 19, 2003  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,748.35
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$34.62
New Balance	\$2,692.97
Minimum Amount Due	\$82.45
Payment Due Date	July 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$307.03
Credit Line for Cash	\$990
Available Credit for Cash	\$243.73

**Payments, Credits and Adjustments**

1	10 JUN	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Can 9 million hungry kids inspire a nation? It's inspired Capital One and America's Second Harvest, our country's largest domestic hunger-relief charity, to build an online food drive. On June 5, 2003, National Hunger Awareness Day, and throughout June, you can help feed hungry children and their families by supporting the online food drive at [www.secondharvest.org](http://www.secondharvest.org).

**At your service**

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

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

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

510865

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,977.91	.04082%	14.90%	\$25.03
CASH	\$758.24	.04082%	14.90%	\$9.59

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2692970090C00082452

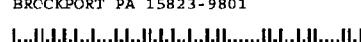
New Balance	\$2,692.97
Minimum Amount Due	\$82.45
Payment Due Date	July 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

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

#9017166241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BRICKPORT PA 15823-9801

0510866

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUN 20 - JUL 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,692.97
Payments, Credits and Adjustments	\$90.00
Transactions	\$.00
Finance Charges	\$32.80
New Balance	\$2,635.77
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$364.23
Credit Line for Cash	\$990
Available Credit for Cash	\$259.58

Payments, Credits and Adjustments

1	10 JUL	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

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

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

444005

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,936.53	.04082%	14.90%	\$23.71
CASH	\$742.37	.04082%	14.90%	\$9.09

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2635770090000082456

New Balance	\$2,635.77
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

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

044480



#3020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUL 20 - AUG 19, 2003  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,635.77
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$33.27
<b>New Balance</b>	<b>\$2,579.04</b>
Minimum Amount Due	\$82.45
Payment Due Date	September 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$420.96
Credit Line for Cash	\$990
Available Credit for Cash	\$275.30

**Payments, Credits and Adjustments**

1	12 AUG	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

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

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

**Important Account Information**

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	\$1,900.24	.04082%	14.90%	\$24.05
CASH	\$728.46	.04082%	14.90%	\$9.22

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 257904009000082452

New Balance	\$2,579.04
Minimum Amount Due	\$82.45
Payment Due Date	September 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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



044046

#9023266241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

AUG 20 - SEP 19, 2003  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,579.04
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$32.47
New Balance	\$2,521.51
Minimum Amount Due	\$82.45
Payment Due Date	October 18, 2003
Total Credit Line	\$3,000
Total Available Credit	\$478.49
Credit Line for Cash	\$990
Available Credit for Cash	\$291.25

**Payments, Credits and Adjustments**

1	10 SEP	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

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

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

**Important Account Information**

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

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,854.77	.04082%	14.90%	\$23.47
CASH	\$711.03	.04082%	14.90%	\$9.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 252151009000082453

New Balance \$2,521.51  
Minimum Amount Due \$82.45  
Payment Due Date October 18, 2003  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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  


043614

#9026366241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801  


6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

SEP 20 - OCT 19, 2003  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,521.51
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$30.70
New Balance	\$2,462.21
Minimum Amount Due	\$82.45
Payment Due Date	November 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$537.79
Credit Line for Cash	\$990
Available Credit for Cash	\$307.58

**At your service**

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

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

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

**Important Account Information**

Cast your vote on [capitalonebowl.com](http://capitalonebowl.com) to help select the National Mascot of the Year from the 12 finalists, and be sure to tune in to ABC college football, ESPN, and ESPN2 to see this year's mascot commercials! This year's winner will be announced during the Capital One Bowl, which airs on ABC at 1:00p.m. ET on January 1st.

430895

**Payments, Credits and Adjustments**

1	10 OCT	ELECTRONIC PAYMENT	\$90.00-
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2003 charges. Please call 1-877-412-3311 before December 12, 2003, to reserve your copy. All orders will be processed between January 15 and February 29, 2004.

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,811.86	.04082%	14.90%	\$22.19
CASH	\$694.57	.04082%	14.90%	\$8.51

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



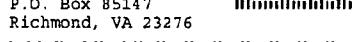
0000000 0 5178052197755073 19 246221009000082451

New Balance	\$2,462.21
Minimum Amount Due	\$82.45
Payment Due Date	November 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

Street	Appt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

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



043089

#9029266241794457# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

OCT 20 - NOV 19, 2003  
Page 1 of 1

Account Summary

Previous Balance	\$2,462.21
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$31.06
New Balance	\$2,403.27
Minimum Amount Due	\$82.45
Payment Due Date	December 19, 2003
Total Credit Line	\$3,000
Total Available Credit	\$596.73
Credit Line for Cash	\$990
Available Credit for Cash	\$324.01

Payments, Credits and Adjustments

1	12 NOV	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2003 charges. Please call 1-877-412-3311 before December 12, 2003, to reserve your copy. All orders will be processed between January 15 and February 29, 2004.

At your service

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

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

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

438635

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,774.01	.04082%	14.90%	\$22.45
CASH	\$630.06	.04082%	14.90%	\$8.61

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 240327009000082457

New Balance	\$2,403.27
Minimum Amount Due	\$82.45
Payment Due Date	December 19, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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		

043883

#9032466241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BRICKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

NOV 20 - DEC 19, 2003  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,403.27
Payments, Credits and Adjustments	\$90.00
Transactions	\$.00
Finance Charges	\$29.24
New Balance	\$2,342.51
Minimum Amount Due	\$82.45
Payment Due Date	January 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$657.49
Credit Line for Cash	\$990
Available Credit for Cash	\$340.85

**At your service**

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

Send payments to:  
Aim: 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	10 DEC	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,725.87	.04082%	14.90%	\$21.14
CASH	\$661.61	.04082%	14.90%	\$8.10

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 234251009000082450

New Balance	\$2,342.51
Minimum Amount Due	\$82.45
Payment Due Date	January 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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



049509

#903466241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801





5316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

DEC 20, 2003 - JAN 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$2,342.51
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$29.53
New Balance	\$2,282.04
Minimum Amount Due	\$82.45
Payment Due Date	February 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$717.96
Credit Line for Cash	\$990
Available Credit for Cash	\$357.61

Payments, Credits and Adjustments

1	12 JAN	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

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

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23235-5015

440055

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,686.95	0498.2%	14.90%	\$21.35
CASH	\$646.69	0498.2%	14.90%	\$8.18

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 228204009000082450

New Balance	\$2,282.04
Minimum Amount Due	\$82.45
Payment Due Date	February 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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		

044005

#9002066241794452# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BRCKPORT PA 15823-9801

5316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JAN 20 - FEB 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,282.04
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$28.69
New Balance	\$2,220.73
Minimum Amount Due	\$82.45
Payment Due Date	March 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$779.27
Credit Line for Cash	\$990
Available Credit for Cash	\$374.60

**Payments, Credits and Adjustments**

1	10 FEB	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

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

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

**Important Account Information**

This February Capital One is in the movies! Watch Ebert & Roeper to see their top movie picks and visit EbertandRoeper.tv to see how you can get involved and learn more about Roger Ebert's 6th Annual Overlooked Film Festival.

457675

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,638.76	.04082%	14.90%
CASH		\$628.21	.04082%	14.90%

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 222073009000082451

New Balance **\$2,220.73**  
Minimum Amount Due **\$82.45**  
Payment Due Date **March 19, 2004**  
Total enclosed **\$**   
Account Number: **5178-0521-9775-5073**

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

045767

#9005166241794457# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

FEB 20 - MAR 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,220.73
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$26.07
New Balance	\$2,156.80
Minimum Amount Due	\$82.45
Payment Due Date	April 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$843.20
Credit Line for Cash	\$990
Available Credit for Cash	\$392.32

**Payments, Credits and Adjustments**

1	10 MAR	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

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

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

**Important Account Information**

This month, you will receive your 2004 Guide To Benefits, which sets forth all the additional benefits and services you may be eligible to receive this year. These benefits and services supersede any benefits and services provided in your 2003 Guide To Benefits or other additional benefits and services previously communicated to you. Please read and retain for your records.

557985

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,592.06	.04062%	14.90%
CASH		\$610.31	.04062%	14.90%

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 0 5178052197755073 19 2156800090000082450

New Balance	\$2,156.80
Minimum Amount Due	\$82.45
Payment Due Date	April 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

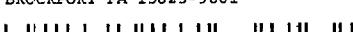
Street	Appt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		



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

055798

#9008066241794456# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801



5316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAR 20 - APR 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$2,156.80
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$27.17
New Balance	\$2,093.97
Minimum Amount Due	\$82.45
Payment Due Date	May 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$906.03
Credit Line for Cash	\$990
Available Credit for Cash	\$409.72

**Payments, Credits and Adjustments**

1	12 APR	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

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

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

444365

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to PURCHASES	Periodic rate	Corresponding APR	FINANCE CHARGE
CASH	\$1,551.88 \$594.91	.04082%	14.90%	\$19.64 \$7.53

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 209397009000082457

New Balance	\$2,093.97
Minimum Amount Due	\$82.45
Payment Due Date	May 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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		

#9011166241794459# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

044436

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

APR 20 - MAY 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$2,093.97
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$25.47
New Balance	\$2,029.44
Minimum Amount Due	\$82.45
Payment Due Date	June 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$970.56
Credit Line for Cash	\$990
Available Credit for Cash	\$427.50

Payments, Credits and Adjustments

1	11 MAY	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

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

47605S

Finance Charges

Please see reverse side for important information

	Balance rate applied to var	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,503.13	.04082%	14.90%	\$18.41
CASH	\$576.23	.04082%	14.90%	\$7.06

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 2029440090000082450

New Balance	\$2,029.44
Minimum Amount Due	\$82.45
Payment Due Date	June 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

047605

#9014166241794456# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAY 20 - JUN 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$2,029.44
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$25.47
New Balance	\$1,964.91
Minimum Amount Due	\$82.45
Payment Due Date	July 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,035.09
Credit Line for Cash	\$990
Available Credit for Cash	\$445.48

Payments, Credits and Adjustments

1	10 JUN	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

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

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

50693S

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,455.03	.04082%	14.90%	\$18.41
CASH	\$557.79	.04082%	14.90%	\$7.06

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 196491009000082451

New Balance	\$1,964.91
Minimum Amount Due	\$82.45
Payment Due Date	July 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

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

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

050693

#9017266241794451# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUN 20 - JUL 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$1,964.91
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$23.91
New Balance	\$1,898.82
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,101.18
Credit Line for Cash	\$990
Available Credit for Cash	\$463.79

Payments, Credits and Adjustments

1	12 JUL	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

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

524565

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,411.45	.04082%	14.90%	\$17.28
CASH	\$541.09	.04082%	14.90%	\$6.63

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 189882009000082453

New Balance	\$1,898.82
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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		

052456

#9020266241794456# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUL 20 - AUG 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$1,898.82
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$23.85
New Balance	\$1,832.67
Minimum Amount Due	\$82.45
Payment Due Date	September 18, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,167.33
Credit Line for Cash	\$990
Available Credit for Cash	\$482.12

Payments, Credits and Adjustments

1	11 AUG	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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**1-800-903-3637**

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

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

489275

Finance Charges

Please see reverse side for important information

	Balancer rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,362.12	.04082%	14.90%	\$17.24
CASH	\$522.19	.04082%	14.90%	\$6.61

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 183267009000082451

New Balance \$1,832.67  
Minimum Amount Due \$82.45  
Payment Due Date September 18, 2004  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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



048927

#9023366241794451# MAIL ID NUMBER  
COLLEEN F WITZ  
RR 1 BOX 246A  
BROCKPORT PA 15823-9801  


6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

AUG 20 - SEP 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$1,832.67
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$23.00
New Balance	\$1,765.67
Minimum Amount Due	\$82.45
Payment Due Date	October 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,234.33
Credit Line for Cash	\$990
Available Credit for Cash	\$500.70

**At your service**

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

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

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

**Important Account Information**

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to [www.everyvotecounts2004.com](http://www.everyvotecounts2004.com) to make sure your voice is heard. Every vote counts!

**Payments, Credits and Adjustments**

1	11 SEP	ELECTRONIC PAYMENT	\$90.00-
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Capital One is proud to support The Heart of America® Foundation, helping children learn to read, succeed, and make a difference in the world. In 2003, we gathered nearly \$1 million worth of books for children in need. To learn more about how you can help a child make reading a lifelong passion, visit [www.heartofamerica.org](http://www.heartofamerica.org).

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005.

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$1,314.01	.04082%	14.90%
CASH		\$503.74	.04082%	14.90%

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 1765670090000082452

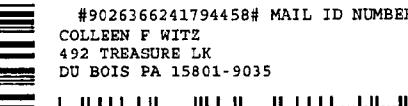
New Balance	\$1,765.67
Minimum Amount Due	\$82.45
Payment Due Date	October 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

Street	Appt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9026366241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

004629



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

SEP 20 - OCT 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$1,765.67
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$21.50
New Balance	\$1,697.17
Minimum Amount Due	\$82.45
Payment Due Date	November 19, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,302.83
Credit Line for Cash	\$990
Available Credit for Cash	\$519.67

**At your service**

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

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

**Important Account Information**

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

**Payments, Credits and Adjustments**

1	13 OCT	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

\*\*\*Capital One proudly supports the National Youth Anti-Drug Media Campaign.  
PARENTS, THE ANTI-DRUG.

Stay Involved - Ask Questions. I'd get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit [www.TheAntiDrug.com](http://www.TheAntiDrug.com)\*\*\*

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

4773M

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,268.75	.04082%	14.90%	\$15.54
CASH	\$486.38	.04082%	14.90%	\$5.96

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 169717009000082456

New Balance	\$1,697.17
Minimum Amount Due	\$82.45
Payment Due Date	November 19, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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: <input type="text"/>		

#9029466241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

004773

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

OCT 20 - NOV 19, 2004  
Page 1 of 1

Account Summary

Previous Balance	\$1,697.17
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$21.28
New Balance	\$1,628.45
Minimum Amount Due	\$82.45
Payment Due Date	December 18, 2004
Total Credit Line	\$3,000
Total Available Credit	\$1,371.55
Credit Line for Cash	\$990
Available Credit for Cash	\$538.71

Payments, Credits and Adjustments

1	11 NOV	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

At your service

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

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

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

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,215.46	.04082%	14.90%	\$15.38
CASH	\$465.96	.04082%	14.90%	\$5.90

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 162845009000082456

New Balance	\$1,628.45
Minimum Amount Due	\$82.45
Payment Due Date	December 18, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

#9032566241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

004806

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

NOV 20 - DEC 19, 2004  
Page 1 of 1

#### Account Summary

Previous Balance	\$1,628.45
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$19.73
New Balance	\$1,558.18
Minimum Amount Due	\$82.45
Payment Due Date	January 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,441.82
Credit Line for Cash	\$990
Available Credit for Cash	\$558.18

#### Payments, Credits and Adjustments

1	11 DEC	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

#### At your service

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

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

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

#### Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 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 and see which mascot is crowned the Capital One National Mascot of the Year!

Finance Charges				Please see reverse side for important information	
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE	
PURCHASES	\$1,164.60	.04062%	14.90%	\$14.26	
CASH	\$446.47	.04082%	14.90%	\$5.47	

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 155818009000082453

New Balance **\$1,558.18**  
Minimum Amount Due **\$82.45**  
Payment Due Date **January 19, 2005**  
Total enclosed **\$**   
Account Number: **5178-0521-9775-5073**

Please print mailing address and/or e-mail address 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

#903466241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

011279



011279

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

DEC 20, 2004 - JAN 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,558.18
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$19.55
 New Balance	 \$1,487.73
Minimum Amount Due	\$82.45
Payment Due Date	February 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,512.27
Credit Line for Cash	\$990
Available Credit for Cash	\$577.71

Payments, Credits and Adjustments

1	12 JAN	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**\*\*Important Notice\*\*** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

At your service

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

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

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

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,116.47	.04082%	14.90%	\$14.13
CASH	\$428.02	.04082%	14.90%	\$5.42

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 148773009000082451

New Balance	\$1,487.73
Minimum Amount Due	\$82.45
Payment Due Date	February 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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		

004856

#9002066241794452# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JAN 20 - FEB 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,487.73
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$18.61
New Balance	\$1,416.34
Minimum Amount Due	\$82.45
Payment Due Date	March 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,583.66
Credit Line for Cash	\$990
Available Credit for Cash	\$597.49

Payments, Credits and Adjustments

1	11 FEB	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**\*\*Important Notice\*\*** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. We need to hear from you by May 15, 2005, and thank you for choosing Capital One. (If you've already taken this questionnaire, there's no need to call again.)

At your service

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

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

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

729M

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to Purchases	Periodic rate	Corresponding APR	FINANCE CHARGE
CASH	\$1,063.13 \$407.57	.04082% .04082%	14.90% 14.90%	\$13.45 \$5.16

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 141634009000082455

New Balance	\$1,416.34
Minimum Amount Due	\$82.45
Payment Due Date	March 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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		

000729  
000729

#9005166241794457# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

000729  
000729

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

FEB 20 - MAR 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,416.34
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$15.95
New Balance	\$1,342.29
Minimum Amount Due	\$82.45
Payment Due Date	April 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,657.71
Credit Line for Cash	\$990
Available Credit for Cash	\$618.02

At your service

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

Said payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

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

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Payments, Credits and Adjustments

1	11 MAR	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**\*\*Important Notice\*\*** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few sample questions. We need to hear from you by May 15, 2005, and thank you for choosing Capital One. (If you've already taken this questionnaire, there's no need to call again.)

We will be changing how we allocate payments and credits to your account no sooner than your June 2005 billing period. As stated in your Customer Agreement, this may include allocation to balances with lower annual percentage rates (A.P.R.s) before balances with higher A.P.R.s. Please call the number on the back of your credit card if you have questions about the specific changes to your account.

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,008.54	.04082%	14.99%	\$11.53
CASH	\$386.64	.04082%	14.99%	\$4.42

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 1342290090000082451

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

004754

#9007966241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAR 20 - APR 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,342.29
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$16.83
New Balance	\$1,269.12
Minimum Amount Due	\$82.45
Payment Due Date	May 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,730.88
Credit Line for Cash	\$990
Available Credit for Cash	\$638.30

Payments, Credits and Adjustments

1	13 APR	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**\*\*Important Notice\*\*** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

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

4204M

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$961.56	.04082%	14.90%	\$12.17
CASH	\$368.62	.04082%	14.90%	\$4.66

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 126912009000082459

New Balance	\$1,269.12
Minimum Amount Due	\$82.45
Payment Due Date	May 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

*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: <input type="text"/>		

004204

#5011066241794451# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035  


6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

APR 20 - MAY 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,269.12
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$15.30
New Balance	\$1,194.42
Minimum Amount Due	\$82.45
Payment Due Date	June 18, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,805.58
Credit Line for Cash	\$990
Available Credit for Cash	\$658.99

Payments, Credits and Adjustments

1	11 MAY	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**Important Notice** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

At your service

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

Send payments to:  
Atn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

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

4321W

Finance Charges

Please see reverse side for important information

	Balance order applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$903.31	.04082%	14.90%	\$11.06
CASH	\$346.29	.04082%	14.90%	\$4.24

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 1194420090000082453

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 \$1,194.42  
Minimum Amount Due \$82.45  
Payment Due Date June 18, 2005  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

#9014066241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

004321



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAY 20 - JUN 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$1,194.42
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$14.87
New Balance	\$1,119.29
Minimum Amount Due	\$82.45
Payment Due Date	July 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,880.71
Credit Line for Cash	\$990
Available Credit for Cash	\$679.81

Payments, Credits and Adjustments

1	11 JUN	ELECTRONIC PAYMENT	\$90.00
---	--------	--------------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**\*\*Important Notice\*\*** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

At your service

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

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Bank P.O. Box 85015  
P.O. Box 790216 St. Louis, MO 63179-0216  
St. Louis, MO 63179-0216 Richmond, VA 23285-5015

4273M

Finance Charges

Please see reverse side for important information

	Balance rate applied to Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$849.79	.04082%	14.90%
CASH	\$325.79	.04082%	14.90%

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 111929009000082452

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		



#9017066241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

004273

6316535

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



## PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUN 20 - JUL 19, 2005

Page 1 of 1

## Account Summary

Previous Balance	\$1,119.29
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$13.57
<b>New Balance</b>	<b>\$1,042.86</b>
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$1,957.14
Credit Line for Cash	\$990
Available Credit for Cash	\$680.19

## Payments, Credits and Adjustments

1	14 JUL	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

## At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

4670M

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$796.72	.04062%	14.90%	\$9.76
CASH	\$311.19	.04062%	14.90%	\$3.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 1042860090000082454

New Balance	\$1,042.86
Minimum Amount Due	\$82.45
Payment Due Date	August 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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 790216  
St. Louis, MO 63179-0216

004670

#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUL 20 - AUG 19, 2005  
Page 1 of 1

**Account Summary**

Previous Balance	\$1,042.86
Payments, Credits and Adjustments	\$90.00
Transactional	\$0.00
Finance Charges	\$12.95
New Balance	\$965.81
Minimum Amount Due	\$82.45
Payment Due Date	September 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$2,034.19
Credit Line for Cash	\$990
Available Credit for Cash	\$679.81

**Payments, Credits and Adjustments**

1	11 AUG	ELECTRONIC PAYMENT	\$90.00
---	--------	--------------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

**At your service**

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Finance Charges**

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$712.41	.04082%	14.90%	\$9.02
CASH	\$310.68	.04082%	14.90%	\$3.93

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 096581009000082454

New Balance	\$965.81
Minimum Amount Due	\$82.45
Payment Due Date	September 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

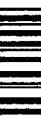
*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street	Ap. #	
City	State	ZIP
Home Phone	Alternate Phone	( <input type="text"/> )
Email Address		

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

004563

#5023266241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



6316535

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



## PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

AUG 20 - SEP 19, 2005

Page 1 of 1

## Account Summary

Previous Balance	\$965.81
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$12.04
New Balance	\$887.85
Minimum Amount Due	\$82.45
Payment Due Date	October 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$2,112.15
Credit Line for Cash	\$990
Available Credit for Cash	\$680.06

## Payments, Credits and Adjustments

1	13 SEP	ELECTRONIC PAYMENT	\$90.00
---	--------	--------------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

## At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

## Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$640.24	.04082%	14.90%	\$8.10
CASH	3311.14	.04082%	14.90%	\$3.94

ANNUAL PERCENTAGE RATE applied this period

14.90%

4381M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0887850090000082455

New Balance	\$887.85
Minimum Amount Due	\$82.45
Payment Due Date	October 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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

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

#9026366241794458# MAIL ID NUMBER  
 COLLEEN F WITZ  
 492 TREASURE LK  
 DU BOIS PA 15801-9035

004191



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

SEP 20 - OCT 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$887.85
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$10.72
 New Balance	 \$808.57
Minimum Amount Due	\$82.45
Payment Due Date	November 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$2,191.43
Credit Line for Cash	\$990
Available Credit for Cash	\$680.19

Payments, Credits and Adjustments

1	14 OCT	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to [capitalone.com](http://capitalone.com) where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$564.11	.04082%	14.90%	\$6.91
CASH	\$310.99	.04082%	14.90%	\$3.81

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 080857009000082455

New Balance \$808.57  
Minimum Amount Due \$82.45  
Payment Due Date November 19, 2005  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

*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 790216  
St. Louis, MO 63179-0216

004397

#9029366241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



6316535

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



## PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

OCT 20 - NOV 19, 2005

Page 1 of 1

## Account Summary

Previous Balance	\$808.57
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$9.96
New Balance	\$728.53
Minimum Amount Due	\$82.45
Payment Due Date	December 19, 2005
Total Credit Line	\$3,000
Total Available Credit	\$2,271.47
Credit Line for Cash	\$990
Available Credit for Cash	\$679.81

## At your service

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

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One  
Capital One Bank P.O. Box 30285  
P.O. Box 790216 SLC, UT 84130-0285  
St. Louis, MO 63179-0216

## Payments, Credits and Adjustments

1	11 NOV	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

Take control and pay your Capital One credit card bill online for free. Eliminate the hassle of writing checks, finding stamps and sealing envelopes. Everything you need to access, review and pay your bill is available online. Our Web site offers you a convenient, simple and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$476.68	.04082%	14.90%	\$6.03
CASH	\$310.68	.04082%	14.90%	\$3.93

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 07285300900C0082456

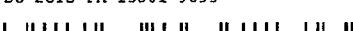
New Balance	\$728.53
Minimum Amount Due	\$82.45
Payment Due Date	December 19, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

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		

#9032466241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU EOIS PA 15801-9035

004525



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

NOV 20 - DEC 19, 2005  
Page 1 of 1

Account Summary

Previous Balance	\$728.53
Payments, Credits and Adjustments	\$90.00
Transactions	\$0.00
Finance Charges	\$8.72
New Balance	\$647.25
Minimum Amount Due	\$82.45
Payment Due Date	January 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$2,352.75
Credit Line for Cash	\$990
Available Credit for Cash	\$680.06

At your service

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

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One  
Capital One Bank Capital One  
P.O. Box 790216 P.O. Box 30285  
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

4472M

Payments, Credits and Adjustments

1	13 DEC	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before January 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of February 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$400.74	.04082%	14.90%	\$4.91
CASH	\$311.08	.04082%	14.90%	\$3.81

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

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



**0000000 0 5178052197755073 19 0647250090000082459**

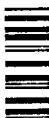
*Please print mailing address and/or e-mail address below using blue or black ink.*

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

New Balance	\$647.25
Minimum Amount Due	\$82.45
Payment Due Date	January 19, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0521-9775-5073

004472

#9035466241794455# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

DEC 20, 2005 - JAN 19, 2006  
Page 1 of 1

Account Summary

Previous Balance	\$647.25
Payments, Credits and Adjustments	\$90.00
Transactions	\$.00
Finance Charges	\$7.94
New Balance	\$565.19
Minimum Amount Due	\$82.45
Payment Due Date	February 18, 2006
Total Credit Line	\$3,000
Total Available Credit	\$2,434.81
Credit Line for Cash	\$990
Available Credit for Cash	\$679.94

Payments, Credits and Adjustments

1	12 JAN	ELECTRONIC PAYMENT	\$90.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

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

Send payments to:  
Auto Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

4442M

Finance Charges

Please see reverse side for important information

	Balance rate applied to amt	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$317.10	.04082%	14.90%	\$4.01
CASH	\$310.86	.04082%	14.90%	\$3.93

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 056519009000082455

New Balance \$565.19  
Minimum Amount Due \$82.45  
Payment Due Date February 18, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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 790216  
St. Louis, MO 63179-0216  


044442

#9002066241794452# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035  


6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JAN 20 - FEB 19, 2006  
Page 1 of 1

Account Summary

Previous Balance	\$565.19
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$7.20
 New Balance	 \$572.39
Minimum Amount Due	\$164.90
Payment Due Date	March 18, 2006
 Total Credit Line	 \$3,000
Total Available Credit	\$2,427.61
Credit Line for Cash	\$990
Available Credit for Cash	\$575.99

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.

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

At your service

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

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

39494

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$256.69	.04082%	14.90%	\$3.25
CASH	\$311.96	.04082%	14.90%	\$3.95

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0572390090000164907

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 \$572.39  
Minimum Amount Due \$164.90  
Payment Due Date March 18, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

003949

#9005066241794459# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

FEB 20 - MAR 19, 2006  
Page 1 of 1

Account Summary

Previous Balance	\$572.39
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$6.58
 New Balance	 \$578.97
Minimum Amount Due	\$247.35
Payment Due Date	April 19, 2006
 Total Credit Line	 \$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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

Send payments to:  
Attn: Renuturance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

Important Account Information

Please review the enclosed privacy information and retain it with your account records. Also visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Visit the Guide to Benefits link to learn about your latest Visa or MasterCard account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

3652M

Finance Charges

*Please see reverse side for important information*

	Balanced rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$259.80	.04082%	14.90%	\$2.97
CASH	\$315.74	.04082%	14.90%	\$3.61

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0578970090000247359

New Balance \$578.97  
Minimum Amount Due \$247.35  
Payment Due Date April 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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

Street	Appt #
City	State ZIP
Home Phone	Alternate Phone
Email Address	

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216  


003652

#9007866241794450# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035  


6316535

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



## PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

MAR 20 - APR 19, 2006

Page 1 of 1

## Account Summary

Previous Balance	\$578.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$12.87
New Balance	\$620.84
Minimum Amount Due	\$265.35
Payment Due Date	May 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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

Send payments to:  
Atm: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

## Payments, Credits and Adjustments

## Transactions

1	19 APR	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You're behind by three payments. That means you are temporarily unable to make new purchases or get cash advances. But you can regain your Capital One charging privileges and bring your account back into good standing by paying the amount due on your statement. If you're having financial difficulties and you're feeling overwhelmed - we want to help. Give one of our associates a call at 1.800.955.6600. You'd be surprised what we can do together to work this out.

**\*\*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 \$29.00 on 04/19/2006 because your minimum payment was not received by the due date of 04/19/2006. 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	\$264.15	.07096%	25.90%	\$5.81
CASH	\$321.02	.07096%	25.90%	\$7.06

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0620840090000265359

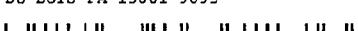
Please print mailing address and/or e-mail changes before using blue or black ink.

Street	Appt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

New Balance \$620.84  
Minimum Amount Due \$265.35  
Payment Due Date May 19, 2006  
  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

047601

#9011066241794451# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

APR 20 - MAY 19, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$620.84
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$13.35
 New Balance	 \$663.19
Minimum Amount Due	\$284.35
Payment Due Date	June 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

1	19 MAY	PAST DUE FEE	\$29.00
---	--------	--------------	---------

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You're behind by four payments. You still can't make any new purchases or cash advances on your account. But you can still regain your charging privileges and bring your account back into good standing by paying the amount due on your statement within the next 30 days. Unfortunately, if we don't receive a sufficient payment, we may have to permanently suspend your charging privileges. Need help? Give us a call at 1.800.955.6600. We'll work together to see what your options are to rebuild your account status.

You were assessed a past due fee of \$29.00 on 05/19/2006 because your minimum payment was not received by the due date of 05/19/2006. 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	\$299.22	.07096%	25.90%	\$6.37
CASH	\$328.04	.07096%	25.90%	\$6.98

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0663190090000284354

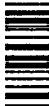
New Balance \$663.19  
Minimum Amount Due \$284.35  
Payment Due Date June 19, 2006  
Total enclosed \$    
Account Number: 5178-0521-9775-5073

*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		

#9014066241794456# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

047119



6316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

MAY 20 - JUN 19, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$663.19
Payments, Credits and Adjustments	\$0.00
Transactions	\$88.00
Finance Charges	\$14.78
 New Balance	 \$765.97
Minimum Amount Due	\$306.35
Payment Due Date	July 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Important Account Information**

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

**Payments, Credits and Adjustments**

**Transactions**

1	19 JUN	CAPITAL ONE MEMBER FEE	\$59.00
2	19 JUN	PAST DUE FEE	29.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You're behind by five payments - so we've permanently suspended your charging privileges. If you don't make a sufficient payment in the next 60 days, we'll charge off your account. If your account is reported to national credit bureaus as charged off, it'll have a serious impact on your credit record. Please don't let this happen. You can prevent any further damage to your credit by paying the amount due on your statement. If you're feeling overwhelmed, give us a call at 1-800-955-6600. We'll work with you to resolve this matter.

You were assessed a past due fee of \$29.00 on 06/19/2006 because your minimum payment was not received by the due date of 06/19/2006. 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	\$336.98	.07094%	25.90%	\$7.41
CASH	\$335.21	.07094%	25.90%	\$7.37

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0765970090000306350

*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 \$765.97  
Minimum Amount Due \$306.35  
Payment Due Date July 19, 2006  
Total enclosed \$    
Account Number: 5178-0521-9775-5073

046801

#9017166241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035

5316535

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



## PLATINUM MASTERCARD ACCOUNT

5178-0521-9775-5073

JUN 20 - JUL 19, 2006

Page 1 of 1

## Account Summary

Previous Balance	\$765.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.47
New Balance	\$811.44
Minimum Amount Due	\$811.44
Payment Due Date	August 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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

Send payments to: Send inquiries to:  
Attn: Remittance Processing  
Capital One Bank Capital One  
P.O. Box 790216 P.O. Box 30285  
St. Louis, MO 63179-0216 SLC, UT 84130-0285

## Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

12825

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$431.36	.07096%	25.90%	\$9.18
CASH	\$342.54	.07096%	25.90%	\$7.29

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0811440090000811445

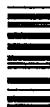
New Balance \$811.44  
Minimum Amount Due \$811.44  
Payment Due Date August 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

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: <input type="text"/>		

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

012962



#9020166241794458# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BOIS PA 15801-9035



5316535

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



PLATINUM MASTERCARD ACCOUNT  
5178-0521-9775-5073

JUL 20 - AUG 19, 2006  
Page 1 of 1

Account Summary

Previous Balance	\$811.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$18.04
New Balance	\$858.48
Minimum Amount Due	\$858.48
Payment Due Date	September 19, 2006
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
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**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216  
Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit [www.capitalone.com](http://www.capitalone.com) and register your account to start simplifying your life today!

Payments, Credits and Adjustments

Transactions

1	19 AUG	PAST DUE FEE	\$29.00
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Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

You were assessed a past due fee of \$29.00 on 08/19/2006 because your minimum payment was not received by the due date of 08/19/2006. 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	\$470.30	.07096%	25.90%	\$10.34
CASH	\$350.03	.07096%	25.90%	\$7.70

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052197755073 19 0858480090000858485

New Balance **\$858.48**  
Minimum Amount Due **\$858.48**  
Payment Due Date September 19, 2006  
Total enclosed \$   
Account Number: 5178-0521-9775-5073

*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 790216  
St. Louis, MO 63179-0216

000660

#9023266241794453# MAIL ID NUMBER  
COLLEEN F WITZ  
492 TREASURE LK  
DU BCIS PA 15801-9035

5316535

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

**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 20<sup>th</sup> day of May, 2009, upon the following:

Colleen F Witz  
492 Treasure Lake  
Du Bois, Pa 15801

A handwritten signature in black ink, appearing to read "Colleen F Witz", is written over a horizontal line.

**CERTIFICATE OF SERVICE**

A true and correct copy of the within Plaintiff's Motion for Summary Judgment and Brief in Support has been served by U.S. Mail, Postage Pre-Paid, on 23<sup>rd</sup> day of July, 2009 upon the following:

Colleen F Witz  
492 Treasure Lk  
Du Bois, Pa 15801

By:   
Benjamin R. Bibler, Esquire  
PA ID# 93598  
Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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

CAPITAL ONE BANK

Plaintiff No. 08-257-CD

vs.

AFFIDAVIT OF SERVICE OF  
ORDER OF COURT

COLLEEN F WITZ

Defendant 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

WWR#06316535

SEARCHED  
m7/23/08  
AUG 10 2008  
NO CC  
William A. Shaw  
Clerk/Prothonotary/Clerk of Courts

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

## CAPITAL ONE BANK

**Plaintiff** **No. 08-257-CD**  
**vs.**

COLLEEN F WITZ

Defendant

## **AFFIDAVIT OF SERVICE OF ORDER OF COURT**

BEFORE ME, the undersigned authority, personally appeared Benjamin R. Bibler, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Colleen F. Witz.

1. On or about July 31, 2009, Plaintiff received a signed Order of Court scheduling Plaintiff's Motion For Summary Judgment on September 11, 2009. Said Order of Court is attached as Exhibit "1".

2. On or about August 04, 2009, Plaintiff mailed the Order of Court to 492 Treasure Lk., Du Bois, PA. 15801.

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

~~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  
WWR#06316535

Sworn to and subscribed  
before me this 5<sup>th</sup>  
day of August /2009.

~~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

No. 08-257-CD

vs.

COLLEEN F WITZ  
Defendants

**ORDER OF COURT**

AND NOW, to wit, this 28<sup>th</sup> day of July, 2009, 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 SEPTEMBER 11, 2009 at

1230 a.m. p.m. Courtroom #1

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

JUL 28 2009

Attest.

*William L. Lohr*  
Prothonotary/  
Clerk of Courts

**EXHIBIT**

"1"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WA

EW

CAPITAL ONE BANK (USA) NA,

Plaintiff,

vs.

COLLEEN F WITZ ,  
Defendant.

CIVIL DIVISION

NO. 08-257-CD

5 m/1:45/1  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Court to Appellate

**TYPE OF PLEADING:**  
PRAECIPE TO WITHDRAW  
MOTION FOR SUMMARYJUDGMENT

**FILED ON BEHALF OF:**  
Plaintiff

**COUNSEL OF RECORD FOR  
THIS PARTY:**

Benjamin R Bibler, Esquire  
PA ID# 93598  
Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA) NA,

NO. 08-257-CD

Plaintiff

vs.

COLLEEN F WITZ ,  
Defendant

PRAECIPE TO WITHDRAW MOTION FOR SUMMARY JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to withdraw the Motion for Summary Judgment on the above referenced case number.

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

By:

  
\_\_\_\_\_  
Benjamin R. Bibler, Esquire  
PA ID# 93598

Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

FILED

SEP 21 2009

11:20 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

1 C/Pmt to A/Pm

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. 08-257-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE  
COLLEEN F WITZ AND END WITH PREJUDICE TO REFILE

Defendant(s)

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#6316535 CFR

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

CAPITAL ONE BANK (USA),NA

Plaintiff

vs.

Civil Action No. 08-257-CD

COLLEEN F WITZ

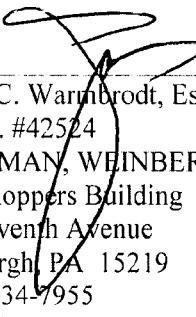
Defendant(s)

**PRAECIPE TO SETTLE DISCONTINUE AND END WITH PREJUDICE TO REFILE**

**TO THE PROTHONOTARY OF COUNTY:**

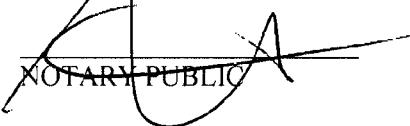
**Settle, Discontinue and End With Prejudice to Refile the above-captioned matter upon the records of the Court and mark the costs paid.**

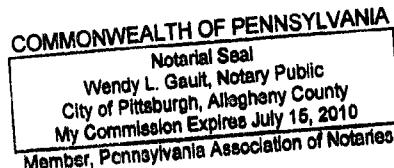
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 234-7955  
WWR#6316535

Sworn to and subscribed  
Before me the 16  
Day of September, 2009.

  
NOTARY PUBLIC



William A. Sherry  
Prothonotary/Clerk of Court

SEP 21 2009

11/15/09