

08-621-CD

Capital One vs Heather Hepfer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

No: 2008-621-CD

vs.

COMPLAINT IN CIVIL ACTION

HEATHER N HEPFER

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
06398524 C N Pit SMI

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95100
FILED
APR 04 2008
1CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff
vs.
HEATHER N HEPFER
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 (USA),NA 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:

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE, PA 16833

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX3998 .

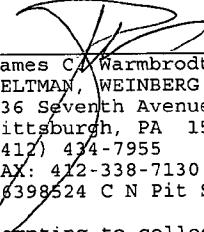
4. Defendant made use of said credit card and has a current balance due of \$1146.12 , as of March 10, 2008 .

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 28.100% per annum on the unpaid balance from March 10, 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, HEATHER N HEPFER, INDIVIDUALLY, in the amount of \$1146.12 with continuing interest thereon at the rate of 28.100% per annum from March 10, 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
08398524 C N Pit SMI

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

PLATINUM VISA ACCOUNT
482-3635-7951-3998

JUL 18 - AUG 17, 2005
Page 1 of 1

Account Summary

Previous Balance \$684.12
Payments, Credits and Adjustments
Transactions \$42.00
Finance Charges \$6.55
New Balance \$728.67

Minimum Amount Due
Payment Due Date
Last Credit Line
Last Payment Date
Current Credit Limit
Available Credit for Cards

September 15, 2005
\$129.67
\$40.00
\$40.00
\$40.00
\$40.00
\$40.00

September 15, 2005
September 15, 2005

You were assessed a late fee of \$20.00 on 08/17/2005 because your minimum payment was not received by the due date of 08/17/2005. To avoid this fee in the future, we recommend that you

allow at least 7 business days for your payment to reach Capital One.

All time service
1-800-255-7070

To all customers: Return a late fee within one month.

Send payment to:
American Express Processing
Capital One Bank
P.O. Box 79226
St. Louis, MO 63179-0268

ATM/ATM service

To all customers: Return a late fee within one month.

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Capital One Bank
P.O. Box 79226
St. Louis, MO 63179-0268

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To all customers: Return a late fee within one month.

Send payment to:
American Express Processing
Capital One Bank
P.O. Box 79226
St. Louis, MO 63179-0268

ATM/ATM service

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

EXHIBIT

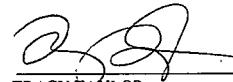
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

HEPPER, HEATHER N

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, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to 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.



TRACY TAYLOR



Notary Public

4862362579513998
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

ARYONNE MABSON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 29, 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103998
NO: 08-621-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA
vs.
DEFENDANT: HEATHER N. HEPFER

SHERIFF RETURN

NOW, April 22, 2008 AT 9:00 AM SERVED THE WITHIN COMPLAINT ON HEATHER N. HEPFER DEFENDANT AT 644 FILBERT ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT CARTER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
0125701
JUL 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3344002	10.00
SHERIFF HAWKINS	WELTMAN	3344002	24.06

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marilynn Hark*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY
PENNSYLVANIA CIVIL ACTION - LAW

Capital one Bank
(USA), NA

Plaintiff

: NO. ~~08-0100~~
2008-021-CP

Defendant

: Heather N. Hepfer

ANSWER

FILED

AUG 08 2008

William A. Shaw
Prothonotary/Clerk of Courts
No 9/6

1. Admitted

2. Admitted

3. Admitted

4. Denied: I did not spend \$146.12.

5. Denied: Capital One hadn't called or send
me bills for a year so I forgot about it with
all the things going on.

6. Denied: Did not agree to that

7. Denied: Capital One hadn't called or sent
me bills for a year so I forgot ~~it~~ about
it with all the things going on.
8.

9.

10

11.

12.

13.

14.

15.

(Add extra paragraphs (and pages) as needed.)

WHEREFORE, the Defendant respectfully requests that the Plaintiff's Complaint be
dismissed.

(If new matter is to be completed, continue with the next number after the last number of your
answer.)

NEW MATTER

The averments of paragraphs through above are incorporated with this new
matter as though fully set forth herein.

WHEREFORE, the Plaintiff respectfully requests that the following relief be granted:

If Counterclaim(s) is\are to be completed, continue with the next number after the last number of your answer.

COUNTERCLAIM ONE

The averments of paragraphs _____ through _____ above are incorporated with this
COUNTERCLAIM as though fully set forth herein.

WHEREFORE, the Defendant respectfully requests that the following relief be granted:

COUNTERCLAIM TWO

The averments of paragraphs _____ through _____ above are incorporated with this
COUNTERCLAIM as though fully set forth herein.

WHEREFORE, the Defendant respectfully requests that the following relief be granted:

Respectfully submitted,

VERIFICATION

I hereby verify that the statements made in this Pleading are true and correct. I
understand that false statements herein are made subject to the penalties of 18 PACS 4904,
relating to unsworn falsification to authorities.

William A. Shaw
Prothonotary/Clerk of Courts
AUG 08 2008
FILED

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

TYPE OF PLEADING:

PRAEICEPIE TO SCHEDULE

HEATHER N HEPFER

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 NO
M715834 CC
AUG 20 2009 entered
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

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. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praeclipe to Schedule has been served by First Class Mail, postage pre-paid, on 18th day of August, 2009 upon the following:

Heather N Hepfer
644 Filbert St
Curwensville Pa 16833

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

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

MOTION FOR SUMMARY JUDGMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
Pa. I.D.# 93598
Weitman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO
m/11/58/08 CC
AUG 20 2009 entered

William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 6398524

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

MOTION FOR SUMMARY JUDGMENT

HEATHER N HEPFER,
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 \$1146.12 with interest at the interest rate of 28.1% per annum from March 10 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 June 17 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 March 13 2006; that she applied for the credit card; that the statements attached to Plaintiff's Discovery

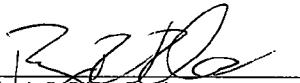
Request correctly identify the payments, charges, and balances on the account; that she has not submitted any written disputes as to billing inaccuracies; and that \$1146.12 is a correct and accurate balance on the credit card account.

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 \$1146.12 with interest at the legal interest rate of 28.1% per annum from March 10 2008, and costs.

Respectfully Submitted:

By: 
Benjamin R. Blaier, Esquire
Pa. I.D.# 95598
Weitman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

No:

VS.

COMPLAINT IN CIVIL ACTION

HEATHER N HEPFER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
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436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06398524 C N Pit SMI

EXHIBIT

A

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

CAPITAL ONE BANK (USA), NA

Plaintiff
vs. Civil Action No
HEATHER N HEPFER
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.

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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 (USA), NA 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:

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE, PA 16833

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXX3998 .

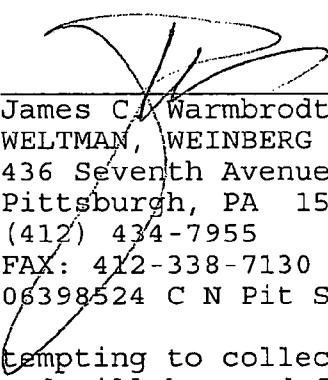
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Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , HEATHER N HEPFER , INDIVIDUALLY , in the amount of \$1146.12 with continuing interest thereon at the rate of 28.100% per annum from March 10, 2008 plus costs.


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Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06398524 C N Pit SMI

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

PLATINUM VISA ACCOUNT
4862-3625-7951-3998

JUL 18 - AUG 17, 2006
Page 1 of 1

Account Summary

Payments, Credits and Adjustments

Previous Balance	\$684.12
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.55
New Balance	\$729.67

Minimum Amount Due
Payment Due Date

September 16, 2006

Total Credit Line
Total Available Credit
Credit Line for Cash
Available Credit for Cash

\$400
\$400
\$400
\$400

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Atn: 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 84190-0285

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 and register your account to start simplifying your life today!

Finance Charges

Please see reverse side for important information

	Balance at beginning of period	Periodic rate	Composting APR	CHANGE
PURCHASES	\$684.12	0.07112% D	28.15%	\$15.00
CASH	463.96	0.07112% D	28.15%	\$1.53

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362579513998 17 0729670050000329673

Please print mailing address on other mail changes below using blue or black ink.

New Balance	\$729.67
Minimum Amount Due	\$329.67
Payment Due Date	September 16, 2006
Total enclosed	\$ <input type="text"/>
Account Number	4862-3625-7951-3998

capital one bank
p.o. box 790216
st. louis, mo 63179-0216

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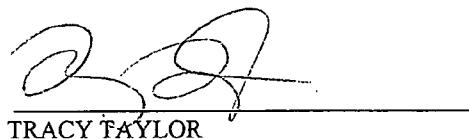
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

HEPFER, HEATHER N

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, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to 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.



TRACY TAYLOR



Notary Public

4862362579513998
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

ARYONNE MABSON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 29, 2011

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY
PENNSYLVANIA CIVIL ACTION - LAW

Plaintiff

: Capital one Bank
(USA), NA

: NO. ~~610000000000000000~~
2008-621-CO

Defendant

: Heather N. Hepfer

ANSWER

RECEIVED

APR 15 2008
WILLIAM J. HARRIS
Prothonotary/Clerk of Courts
no 9c

1. Admitted

2. Admitted

3. Admitted

4. Denied: I did not spend \$1146.12.

5. Denied: Capital one hadn't called or send me bills for a year so I forgot about it with all the things going on.

6. Denied: Did not agree to that

EXHIBIT

B

MMI

6398524

(If new matter is to be completed, continue with the next number after the last number of your answer.)

NEW MATTER

The averments of paragraphs through above are incorporated with this new matter as though fully set forth herein.

WHEREFORE, the Plaintiff respectfully requests that the following relief be granted:

COUNTERCLAIM TWO

The averments of paragraphs _____ through _____ above are incorporated with this
COUNTERCLAIM as though fully set forth herein.

ate: 4/20/2009
ime: 02:06 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1929060
Page 1 of 1

Received of: Weltman Weinberg & Reis \$ 1.00

One and 00/100 Dollars

ase: 2008-00621-CD Plaintiff: Capital One Bank (USA), NAvs.H Amount

opy Fee 1.00

total: 1.00

Check: 8868228

ayment Method: Check William A. Shaw, Prothonotary/Clerk of Cou
ount Tendered: 1.00
change Returned: 0.00 By: _____
lerk: LMILLER Deputy Clerk

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

CAPITAL ONE BANK (USA),NA ,

Plaintiff,

v.

NO.: 2008-621-CD

HEATHER N HEPFER

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, director,

EXHIBIT

C

or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

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

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

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in Plaintiff's Complaint.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from July 18 2005 through September 17 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 March 13 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:

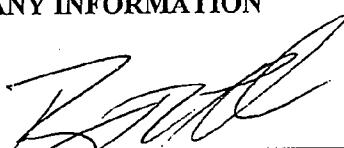
\$1146.12 is a correct and accurate current balance of the credit card account in question.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

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



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:6398524

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.

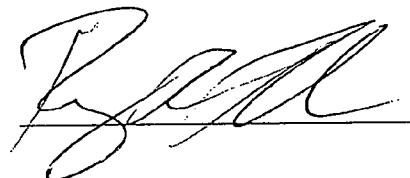
Date

Signature

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 17th day of June, 2009, upon the following:

Heather N Hepfer
644 Filbert St
Curwensville Pa 16833

A handwritten signature in black ink, appearing to read "Heather N Hepfer", is written over a horizontal line.

Access your account online ...

Register today at www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details >

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

JUL 18 - AUG 17, 2005
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$44.79
Finance Charges	\$0.00
 New Balance	\$44.79
Minimum Amount Due	\$10.00
Payment Due Date	September 17, 2005
 Total Credit Line	\$201
Total Available Credit	\$156.21
Credit Line for Cash	\$201
Available Credit for Cash	\$156.21

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	15 AUG	WAL-MART #2129 CLEARFIELD PA	\$44.79
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Remember, pay at least the minimum amount by your payment due date for your first 3 statements and we'll increase your credit line to \$400! It couldn't be easier.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.05493% P	20.05%	\$0.00
CASH	\$0.00	.05493% P	20.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0044790000000010002

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		

568345
New Balance \$44.79
Minimum Amount Due \$10.00
Payment Due Date September 17, 2005
Total enclosed \$
Account Number: 4862-3625-7951-3998

#9023018921138638# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

568345

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

0398524

Send us your e-mail address so we can better serve you.

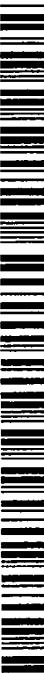
Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:	<input style="width: 400px; height: 15px; border: 1px solid black; border-radius: 5px;" type="text"/>
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.</small>	
Name:	HEATHER N HEPFER
Account #:	4862362579513998
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</small>	

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17R05 O 0100
568345
2

1. **How To Avoid A Finance Charge.**
 - † a. **Grace Period.** You will have a minimum grace period of 15 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay the total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances or special transfers. In addition, there is no grace period on new transaction if you do not pay the total "New Balance".
 - b. **Acruing 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 presented to your Account or (3) from the next closing date of the previous statement 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 paid the total "New Balance" in full by the next statement closing date, but did not do so for the previous month. Unpaid finance charges do not apply to the previous month. Unpaid finance charges do not apply 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 \$6.00 will be assessed if the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50. We will subtract that amount from the \$0.50 minimum and the difference will be billed as 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 period of time.
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 for that segment 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 balances for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculation on the previous day's balance for that segment. We then subtract any payments or other amounts made on that day that are reflected 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 included in these calculations. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. If the average daily balance is zero, 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.) Then we add up 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 Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to its periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and/or monthly or annually based on current indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will become effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or reduce any fees without prior notification to you without violating 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 pay the amount due or to request a refund. If you do not pay the amount due or request a refund within 30 days, 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 next billing 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 the use of a new authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. We will not close your account if we determine whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a monthly fee for your account, that fee will continue to be charged until the account is paid off by law, even if 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. **Non-Auto Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you believe there is an error on your bill, you may 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 if you will not receive 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. If you do not believe we have an error in your account 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.

4. [†] 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 was made within 90 days and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

[†] Does not apply to consumer non-credit card accounts

[‡] Does not apply to business non-credit card accounts

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Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details >

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

AUG 18 - SEP 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$44.79
Payments, Credits and Adjustments	\$20.00
Transactions	\$173.55
Finance Charges	\$13.13
 New Balance	 \$211.47
Minimum Amount Due	\$10.47
Payment Due Date	October 17, 2005
Total Credit Line	\$201
Total Available Credit	\$0.00
Credit Line for Cash	\$201
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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!

Payments, Credits and Adjustments

1	09 SEP	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00
Transactions			
2	16 AUG	TARGET 00011601 ALTOONA PA	\$26.49
3	16 AUG	WM SUPERCENTER ALTOONA PA	27.17
4	16 AUG	FYE LOGAN VALLEY 1517 ALTOONA PA	21.19
5	17 AUG	JCPENNEY STORE 0182 CLEARFIELD PA	14.99
6	17 AUG	FASHION BUG 00033795 CLEARFIELD PA	16.50
7	18 AUG	WM SUPERCENTER CLEARFIELD PA	18.68
8	19 AUG	UNI MARTS #49076 CURWENSVILLE PA	3.69
9	31 AUG	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
10	15 SEP	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
11	17 SEP	PAYMENT PROTECTION 1-888-527-6904	1.84
12	17 SEP	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

Thank you for enrolling in Capital One's Payment Protection Plan. Your premium will be conveniently billed to your Capital One credit card based on your month-end account balance. If you have any questions, please call the customer service number listed above in the transactions section of your statement.

57288S

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$169.02	.05493% P	20.05%	\$2.88
CASH	\$14.59	.05493% P	20.05%	\$.25

ANNUAL PERCENTAGE RATE applied this period

74.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0211470020000010479

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		

New Balance	\$211.47
Minimum Amount Due	\$10.47
Payment Due Date	October 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

#9026118921138633# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

057288

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

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.

HEATHER N HEPFER

Name:

Account #:

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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17R05 O 0100
572985

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 15 days for new 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 initial 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 date of the transaction if you did not pay it in full. If you did not pay the "New Balance" from the unpaid 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 but not the same amount as 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 FINANCE CHARGE of \$0.50 will be assessed if the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right 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 applied to that segment for 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 your total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credit posted as of that day that are allocated to that segment. This gives us the 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 then calculate the average daily balance by adding 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 balances by the daily periodic rate and by the number of days in the billing period. Due to the nature of daily basis, there may be a slight difference 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 for each segment, add any new transactions to each segment and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment for the billing period and the total balance for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (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 stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement, from your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notification to you, including 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 until we have paid the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your account to reopen your account. 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. We will not close your account if you have a balance that appears on your account at the time you request to close the account or if you 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 honor the charge 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 paid by you, until the amount is honored by the merchant as defined above.

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either 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

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on your bill, you may call us on a separate phone as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information and, if possible, 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 while we are investigating, but you are still obligated to pay any part of the 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 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 in a state where we do business or we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered (regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: 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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details >

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

SEP 18 - OCT 17, 2005
Page 1 of 1

Account Summary

Previous Balance	\$211.47
Payments, Credits and Adjustments	\$20.00
Transactions	\$1.70
Finance Charges	\$3.63
 New Balance	 \$196.80
Minimum Amount Due	\$10.00
Payment Due Date	November 17, 2005
 Total Credit Line	 \$201
Total Available Credit	\$4.20
Credit Line for Cash	\$201
Available Credit for Cash	\$4.20

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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!

Payments, Credits and Adjustments

1	17 OCT	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00
Transactions			
2	17 OCT	PAYMENT PROTECTION 1-888-527-6904	\$1.70

Continue making on-time payments, and you may be eligible for a credit line increase soon!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$159.37	.056994% P	20.80%	\$2.72
CASH	\$53.18	.056994% P	20.80%	\$.91

ANNUAL PERCENTAGE RATE applied this period

20.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0196800020000010001

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		

576045
New Balance \$196.80
Minimum Amount Due \$10.00
Payment Due Date November 17, 2005
Total enclosed \$
Account Number: 4862-3625-7951-3998

#9029118921138630# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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


057504

                                                                                                                                                                   <img alt="Barcode" data-bbox="1465 905 1468 91

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:	<input type="text" value="XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX"/>
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.</small>	
HEATHER N HEPFER	4862362579513998
Name:	Account #:
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</small>	

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1. **How To Avoid A Finance Charge.**
†. Grace Period. You will have a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
2. **Assessing Finance Charges.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed in your Account or from the first day of the month following the transaction. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire balance in full 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.
3. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from each segment of your periodic (monthly) 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.
4. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any of all finance charges for any given billing period.
5. **Assessing Daily Balance (Including New Purchases).**
a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate that is based on the total of the daily balance of each segment 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 your total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of the day that were recorded on the statement. The given average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase account are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
6. **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, 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. We then divide the daily balances for each segment by the number of days in the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), (3-Mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
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 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 the statement was mailed to you to avoid paying the fee or to have such fee credited to you if you do not renew. During this time, 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 may 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 account closed as of the date you cancel the arrangements. 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 may request to close your account 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 purchased a purchase from a merchant and we received a 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 membership fee 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, 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, bill or statement, call us or write us at the address to the right of the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from calling your bank or other lending institution, 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 you think is wrong, we are not entitled to it. You are still obligated to pay the amounts 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 you own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: 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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details ▶

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

OCT 18 - NOV 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$196.80
Payments, Credits and Adjustments	\$20.00
Transactions	\$24.37
Finance Charges	\$8.46
 New Balance	\$209.63
Minimum Amount Due	\$10.00
Payment Due Date	December 17, 2005
 Total Credit Line	\$201
Total Available Credit	\$0.00
Credit Line for Cash	\$201
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

1	31 OCT	PAYMENT RECEIVED - THANK YOU	\$20.00
Transactions			
2	05 NOV	CASH ADV. SUPERCENTER CLEARFIELD PA	\$21.50
3	10 NOV	WAL-MART #2129 CLEARFIELD PA	1.05
4	17 NOV	PAYMENT PROTECTION 1-888-527-6904	1.82
5	17 NOV	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

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.

568245

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$147.37	.0569996 P	20.80%	\$2.60
CASH	\$48.76	.0569996 P	20.80%	\$.86

ANNUAL PERCENTAGE RATE applied this period

51.76%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0209630020000010007

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	\$209.63
Minimum Amount Due	\$10.00
Payment Due Date	December 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

#9032218921138633# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

056824

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.

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



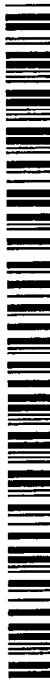
E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: HEATHER N HEPFER Account #: 4862362579513998

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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2

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other advances. You will have a "New Balance" grace period 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. **Unpaid 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, a finance charge will be applied to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable balance of your account.
 - c. **Minimum Finance Charge.** For each billing period that you 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 applicable balance of your account.
 - d. **Termination Protection 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 purchase, new balance transfer, 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 get your average 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 (new purchases, new balance transfers, new special purchases) and any periodic finance charges for the previous day to the 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 and new balance transfers will not be added to the daily balance of that segment. These new purchases, new balance transfers, new special purchases and new special transfers 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 set by the number of days in the billing cycle. Due to the nature of 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 (new purchases, new balance transfers, new special purchases and new special transfers) and any periodic finance charges for the previous day to the balance for that segment. Then, we subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment for the billing period and divide by the total number of days in the 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 N (New Balance) 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, unless by your next periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.**
 - a. If the code L (Late) appears on the front of this statement, we will assess a late fee for any transaction that is not paid by the due date. The late fee will be \$15.00 for the first late payment and \$30.00 for any subsequent late payment. We will not assess a late fee for any transaction that is paid by the due date.
 - b. If the code O (Overlimit) appears on the front of this statement, we will assess an overlimit fee for any transaction that is paid by the due date. The overlimit fee will be \$30.00 for the first overlimit payment and \$50.00 for any subsequent overlimit payment. We will not assess an overlimit fee for any transaction that is paid by the due date.
 - c. If the code R (Returned Payment) appears on the front of this statement, we will assess a returned payment fee for any transaction that is paid by the due date. The returned payment fee will be \$30.00 for the first returned payment and \$50.00 for any subsequent returned payment. We will not assess a returned payment fee for any transaction that is paid by the due date.

5. **Terminating Your Account.** If a membership fee is shown on the front of this statement, we 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 the "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

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

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account to your account or to 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 after we send you the bill. Please show us the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the date and amount of the suspected error, a brief description of your error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01GLBAK

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 5 p.m. (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.

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 account transfers, new cash advances 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. **Avguring 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 do not pay your new balance in full by the end of the 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. Finance charges may be assessed on the statement 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 \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. **Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by adding the daily balance of each segment of your account (i.e., cash advances, purchases, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then, we add up the daily balances and add up the results of those 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, new account transfers, new cash advances and new other charges 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 for the previous billing period, then any new purchases or 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, we 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 and add any new transactions in 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 month and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit) or R (Revolving Monthly) 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 next periodic statement ending in the months January, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replied 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.** If you fail to pay the minimum amount of the bills 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. **Termination of Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access card(s) prior to mailing the card(s) and ceasing using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have on authorized third party charges, past due fees, interest, late 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 a bill from that merchant, then 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. **Do Not Use Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to present the payment to your bank for payment. 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, with the additional information on the front of the statement. We must hear from you later than 60 days after we sent you the 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, the name and address of the business or person who is at 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.

i. 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 write to us to pay for the purchasing amount due to the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605

PLATINUM VISA ACCOUNT
4862-3625-7951-3998

DEC 18, 2005 - JAN 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$506.58
Payments, Credits and Adjustments	\$50.00
Transactions	\$33.32
Finance Charges	\$9.03
 New Balance	 \$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	10 JAN	PAYMENT RECEIVED - THANK YOU	\$50.00
 Transactions			
2	17 JAN	OVERLIMIT FEE	\$29.00
3	17 JAN	PAYMENT PROTECTION 1-888-527-6904	4.32

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 20.80%V, cash advance A.P.R. = 20.80%V and special transfer A.P.R. = 20.80%V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

532655

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$439.20	.0583646 P	21.30%	\$7.95
CASH	\$59.83	.0583646 P	21.30%	\$1.08

ANNUAL PERCENTAGE RATE applied this period

21.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 049893005000098937

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

New Balance	\$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

0532655

#9001818921138637# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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



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2-5

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 statements below, before the date indicated by your new statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. Accounting Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to the end of the current billing period 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, even if you do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

d. Limitation on 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, transfers and new 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 rate. We then multiply this total by the daily balance 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. Any purchases and transfers are also added 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 purchases segment will not be included in the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. The result of this calculation, in part, 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 Z appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to "Balance Rate Applied To," we also subtract any 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 rate statement ending in March, June, September, and October.

c. If the code D (Prime), F (1-mo. LIBOR) or S (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 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 below for each month during the 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 of this statement to waive such fee 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 balance in full by the end of the third day following the date of cancellation (less) 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 unauthorized billing, and cease using your account. You do not have the right to request a refund of any amounts you have paid to us prior to the date of cancellation. We will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees imposed by your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to endorse the check and deposit it into your account. 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 within 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 suspected error, a description of the error and the statement(s) or bill(s) on which the error appears. If you think 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 amount of the purchase if the property or service you have this problem on or when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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‡ Does not apply to business non-credit card accounts

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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. 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.

1. How To Avoid A Finance Charge.

[†]a. **Grace Period.** You have a minimum grace period of 15 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on a transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not

subject to a grace period are assessed finance charge 1)

from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the date the transaction is posted to your Account, whichever is later. 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 posted on the front of this statement or the previous statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that

your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed if the total amount of new purchases, new balance transfers or other periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the

right to not assess any or all finance charges for any given

billing period.

2. **Average Daily Balance (including New Purchases).**

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

b. If the code P (Prime), L (12-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. The code D (Prime), F (11-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or reduce any fees without prior notification to you without losing the 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 or choose to close 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. **You Close Your Account.** If you close your account, 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 reissuing a new card and continuing 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 any fees that appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee on your account, the membership fee will be applied to the entire principal balance 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 us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you believe your bill is incorrect, 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 Customer Relations Department at 1-800-339-3238 to preserve your right. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the error you are inquiring about. You are not required 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 problem did not occur 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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Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details >

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

FEB 18 - MAR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$541.48
Payments, Credits and Adjustments	\$50.00
Transactions	\$4.37
Finance Charges	\$5.30
 New Balance	 \$501.15
Minimum Amount Due	\$101.15
Payment Due Date	April 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Please review the enclosed privacy information and retain it with your account records. Also visit 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.

Payments, Credits and Adjustments

1	13 MAR	PAYMENT RECEIVED - THANK YOU	\$50.00
2	17 MAR	PAYMENT PROTECTION 1-888-527-6904	\$4.37

Your account has recently been past due, overlimit, or has had a returned payment. While Capital One reserves the right to increase your A.P.R. if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service. Thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$475.61	.0353446 P	12.90%	\$4.71
CASH	\$59.52	.0353446 P	12.90%	\$.59

ANNUAL PERCENTAGE RATE applied this period

12.90%

45775S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0501150050000101157

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 \$501.15
Minimum Amount Due \$101.15
Payment Due Date April 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

045775

#9007718921138633# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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



Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

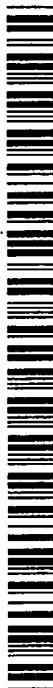
Name: HEATHER N HEPFER

4862362579513998

Account #:

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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2

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days within which charge new purchases, new cash advances, 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 by your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay your total "New Balance" in full in the 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 until the next month. Interest charges and fees are added to the applicable segments 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 assess a charge that is equal to the \$0.50 minimum or the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
 - a. **Assessing the Average Daily Balance.** We calculate 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 average daily balance of 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 daily balance of that 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 balance down on a segment in full, we will not add it in full (or if your balance goes to zero) to the daily balance of that segment since that segment's new purchases 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. This is your total daily periodic rate divided 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 on the first day, or any new transaction in each segment, and subtract the previous statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. Then we add up all the daily balances for each segment for the month 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 A (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), S (Special), or N (None) 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 rates will be based on the first day of your billing period covered by your periodic statement ending in the month of January, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These rates will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.**
 - a. You will be assessed fees for 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 assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
 - b. **Overlimit Fee.** If a membership fee appears on the front of this statement, we 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 writing to our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
 - c. **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 any other card(s) that you have and stop using your card(s), 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, late fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may 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 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. **Do Not Use Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account to prevent the payment of 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 of paper as promptly as possible for information on the front of the statement. We must hear from you no later than 60 days after we sent you the 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 error or problem, the date of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4. **† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may be entitled to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne | what's in your wallet?
HEATHER N HEPFER

053

WHOOPS!

**You're behind
by 1 payment.**

It could happen to anyone. Make sure you pay the amount due on your statement as soon as possible.

Keeping your credit in good standing can do a lot more than you think.

GOOD CREDIT = GOOD CREDIT REFERENCES

BETTER INTEREST RATES

(good credit could mean lower interest rates)

IMPROVED CHANCES TO GET APPROVED FOR

LOANS (when you want to buy a home or new car)

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053-08106



PLATINUM VISA ACCOUNT

MAR 18 - APR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$501.15
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.46
Finance Charges	\$5.63
 New Balance	 \$540.24
Minimum Amount Due	\$140.24
Payment Due Date	May 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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

Transactions

1	17 APR	PAST DUE FEE	\$29.00
2	17 APR	PAYMENT PROTECTION 1-888-527-6904	4.46

Your account is one payment behind. Remember that making your minimum payment by the due date, keeps your account in good standing. When you miss a payment, late fees start adding up. And nobody wants that. So make sure you send in the minimum amount due on your statement to keep your account in good standing and to keep from paying extras fees.

You were assessed a past due fee of \$29.00 on 04/17/2006 because your minimum payment was not received by the due date of 04/17/2006. 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	\$445.22	.0360396 P	13.15%	\$4.97
CASH	\$58.64	.0360396 P	13.15%	\$.66

ANNUAL PERCENTAGE RATE applied this period

13.15%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0540240050000140241

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		

New Balance	\$540.24
Minimum Amount Due	\$140.24
Payment Due Date	May 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

#9010818921138636# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

01779

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.

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2450

1. How To Avoid A Finance Charge.
† **a. Grace Period.** You will have a minimum grace period of 10 days after the final charge on your purchase or new balance statement, how ever, if you choose, and how other charges if you pay your total "New Balance". In accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance".

b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the date the transaction is processed to your account if, 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 monthly statement, but have not paid the previous statement in full, or 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 minimum FINANCE CHARGE from the calculation of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. Assessing New 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 for that segment. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credit posted as of that date that are allocated to that segment. This is the "average daily balance" for each segment of your account. However, if you paid the "New Balance" shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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. To do this on a daily basis, there may be a slight variance between the 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, add any new purchases or credits 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 divide the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code P (Prime), C (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 certain indices as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement, 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.

d. 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.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive one or more assessments if you pay the amount due and pay your "New Balance" in full (excluding the membership fee).

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 can't pay your account. If you do not pay the membership fee, we will 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. If you close your account, 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 you authorized to come from your checking account. 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. If you have a preauthorized charge or a charge that appears on your account at the time you request to close the account, or they are incurred subsequent to your request to close the account, this may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and you leave the item with 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 until the amount paid by you, 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 use a check to pay us, you authorize us either to use the funds 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 incorrect, you have the right to file a formal complaint on a statement or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from filing a formal complaint. In your complaint, please include the following information: your name and account number, the dollar amount of the suspected error, a description of the error, and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amounts you question as a result of 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 address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne®

what's in your wallet?

HEATHER N HEPFER

YOU'RE BEHIND BY
2
PAYMENTS

054

LET'S TALK — WE'RE HERE TO HELP.

Sometimes unexpected expenses keep you from making your credit card payments. We understand. At Capital One,® we're here to help you keep your credit on track. Give us a call.

Here are 3 easy ways to make a payment:

- Give one of our associates a call at 1.800.955.7070.
- Mail us the amount due on your statement.
- If you have Internet access, you can make a payment securely online by logging on to www.capitalone.com.

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054-07754



PLATINUM VISA ACCOUNT

APR 18 - MAY 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$540.24
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.81
Finance Charges	\$12.42
 New Balance	 \$586.47
Minimum Amount Due	\$186.47
Payment Due Date	June 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	17 MAY	PAST DUE FEE	\$29.00
2	17 MAY	PAYMENT PROTECTION 1-888-527-6904	4.81

You're behind by two payments. Let's talk. If you're having financial difficulties and can't make your minimum payment - we want to help. Let's work together to find a solution that works best for you. Give us a call at 1.800.955.7070.

Important Notice Under the terms we previously disclosed to you, some or all of your Annual Percentage Rates (A.P.R.s) have been increased since your account was past due twice in the past 12 billing cycles. Remember: If we receive your minimum monthly payment on time for 12 consecutive billing cycles, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

Important Notice Your account was past due on your January billing cycle. If your account is past due again, your Annual Percentage Rates (A.P.R.s) may increase to the Default Rate, as previously disclosed to you.

You were assessed a past due fee of \$29.00 on 05/17/2006 because your minimum payment was not received by the due date of 05/17/2006. 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	\$486.57	.07575% D	27.65%	\$11.06
CASH	\$59.64	.07575% D	27.65%	\$1.36

ANNUAL PERCENTAGE RATE applied this period

27.65%

165465

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0586470050000186477

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 \$586.47
Minimum Amount Due \$186.47
Payment Due Date June 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

#9013818921138633# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

016546

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.

17R030100
165-681-2

1. How To Avoid A Finance Charge.
† a. Generally, 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, 2) from the date the transaction is posted to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges even if you did not make any payments indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

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

e. **Average Daily Balance (Including New Purchases).**

0. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and new other charges) by the 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. We then add up the results of the results from each day 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, and then subtract any purchases and any other amounts of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if 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 segment will post to the purchase segment and not 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. This is the formula for the finance charge, 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 balance from the beginning 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 monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than twice of the fees listed here that occur during any billing period. Use of the services of a collection agency does not give the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you will have 20 days from the day the fee is assessed to notify us 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. (Not including the membership fee prior to the end of the thirty-day period.)

8. **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. You do not need to receive a receipt of a charge, your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant 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 merchant who has closed 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 interaction.

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

BILLING RIGHTS SUMMARY
Call or E-mail or Questions About Your Bill

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the bill or within 60 days of the date of the transaction. 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 you do not know the amount of the 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.

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

† Does not apply to consumer non-credit card accounts
† Does not apply to business non-credit card accounts

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O1GLBAK

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 by our processing center by 12 p.m. (ET) the day we 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, 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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details >

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

MAY 18 - JUN 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$586.47
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.22
Finance Charges	\$14.06
 New Balance	 \$634.75
Minimum Amount Due	\$234.75
Payment Due Date	July 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

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

Transactions

1	17 JUN	PAST DUE FEE	\$29.00
2	17 JUN	PAYMENT PROTECTION 1-888-527-6904	5.22

**You are a valued Payment Protection customer and may be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. If you have experienced one of these events, please call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim. Your account is 60 days past due and your coverage will be suspended if it reaches 90 days past due, as stated in your Payment Protection agreement.

You were assessed a past due fee of \$29.00 on 06/17/2006 because your minimum payment was not received by the due date of 06/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

168945

Finance Charges				<i>Please see reverse side for important information</i>
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$532.19	.0764496 D	27.90%	\$12.61
CASH	\$61.04	.0764496 D	27.90%	\$1.45

ANNUAL PERCENTAGE RATE applied this period

27.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0634750050000234751

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 \$634.75
Minimum Amount Due \$234.75
Payment Due Date July 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

#9016918921138638# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

0168945



0168945

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: **HEATHER N HEPFER** Account #: **4862362579513998**

Name:

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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17R0300100
16B345
24-696

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 cause for it to be credited by your next statement closing date. There is no grace period on new purchases and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Avguring Finance Charge. Transactions** which are not subject to a grace period must be paid in full by the end of the month 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. The minimum monthly finance charge will be charged even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date. These charges will be applied to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that begins on the 1st day of the month, a minimum monthly total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to reassess 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, advanced purchases, special transfers, new purchases) by its 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. This total daily balance is then used as 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 subtract any payments and any other periodic payments or credits made on 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 will not be applied to special purchases, new purchases or new balance transfers. 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 cycle. The result is your finance charge. In some cases, 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 beginning balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
 3. **Annual Percentage Rate (APR).** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
 4. **Assessment of Late, Overtime 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 agreement with us, 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 the statement was mailed to you to notify us in writing if you do not want to be assessed a fee if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the minimum monthly finance charge) to the end of the thirty day period.
 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all unauthorized billing, and cease using your account. If you do not cancel your account within thirty days of receiving this notice, we will receive a charge from your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to you. We will not close your account if you have a balance and whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant dispute, the merchant will be responsible 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. **New Balance Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)**
If you have a problem with your bill or statement, 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 the statement. We must hear from you no later than 60 days after we sent you the first bill which the error or problem appeared. You can call our Customer Relations Department, but we will not waive 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 or service in question. 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.

4. **† 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 the right to refuse to pay purchases of property or services more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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OTLGLBAK

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.

YOU'RE BEHIND BY
4
PAYMENTS

**TAKE CONTROL OF YOUR CAPITAL ONE®
 ACCOUNT AND KEEP IT FROM BEING
 PERMANENTLY UNUSABLE.**

We're here to help. You can regain your charging privileges and bring your account back into good standing by paying the amount due on your statement.

Let's work together to bring your account back to good standing.

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

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056-07754



PLATINUM VISA ACCOUNT

JUN 18 - JUL 17, 2006

4862-3625-7951-3998

Page 1 of 1

Account Summary

Previous Balance	\$634.75
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.65
Finance Charges	\$14.72
 New Balance	 \$684.12
Minimum Amount Due	\$284.12
Payment Due Date	August 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

Transactions

1	17 JUL	PAST DUE FEE	\$29.00
2	17 JUL	PAYMENT PROTECTION 1-888-527-6904	5.65

*Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. Call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim.

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 07/17/2006 because your minimum payment was not received by the due date of 07/17/2006. 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	\$579.34	.0764496 D	27.90%	\$13.29
CASH	\$62.48	.0764496 D	27.90%	\$1.43

ANNUAL PERCENTAGE RATE applied this period

27.90%

242505

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0684120050000284121

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

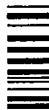
Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	(<i> </i>)
Email Address		

New Balance	\$684.12
Minimum Amount Due	\$284.12
Payment Due Date	August 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

#9019918921138635# MAIL ID NUMBER

HEATHER N HEPFER
 644 FILBERT ST
 CURWENSVILLE PA 16833-1207

024250



1. **How To Avoid A Finance Charge.**
† **Grace Period.** You have a minimum grace period of 10 days within which charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account, whichever is the first earliest date of the transaction billing period. Generally, 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" on the front of this statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be assessed if the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given month.

2. **Average Daily Balance (including New Purchases).**
 0. 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 for that segment as 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 the periodic finance charge to the daily balance of each segment to calculate your account balance. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated for the previous day's balance for that segment. We then subtract any payments or credits made on that day from the daily balance calculated for each segment. This gives us the separate daily balance for each segment of your account. However, if you paid the "New Balance" shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We then take the daily balance for each segment, add all the daily balances together and divide the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to the way we calculate 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 subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of 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 Rate (APR).**
 4. The term "Annual Percentage Rate" may appear as "APR" or "Rate" on this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the latest information in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to withdraw any fees without prior notice or 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 pay the membership fee to have your account renewed. If you renew your account during this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. 6. **How to Close Your Account.** If you want to close your account, you can do so by closing 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 an 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, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. We will not close your account if we believe whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be assessed to your account until you have paid 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 us with a check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong or if you need more information or explanation, you are entitled to use a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not provide you with your legal rights. In your letter, give 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; or if you do not have to pay any amount in the bill, which items are inaccurate; if, before you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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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, within the time to be claimed by your next statement closing date. There is no grace period on sales, 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 and are subject to a finance charge: 1) before 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. The monthly periodic rate is the new 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 includes a grace period, if you do not pay the total FINANCIAL CHARGE of \$0.50 will be assessed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. Average Daily Balance (including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash purchases, purchases, transfers, etc. and purchases) by the corresponding daily periodic rate that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate 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 total periodic rate. We then subtract 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. If there are two or more segments, the daily segments are calculated as of the date that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your account will be added to the purchase segment and not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing cycle. The result of this calculation, 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 balance due from the previous period of each segment.) Then we take 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 monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or reduce these fees if you give prior notification to us 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 the statement was mailed to you to pay the membership fee. If you do not pay the membership fee when you receive the statement, we may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing, we will, we can't cancel your receipt of 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, post due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. We will not close your account for us unless 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 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 minimum amount for which your account must be open, it may 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 transaction.

8. Non-Bank Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on 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 have a problem with your bill 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 toll-free number, 1-800-339-3393, but we do not waive your right. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you purchased, if you do not have the item, the amount of the purchase, where you purchased it, within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† 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 where the purchase price was within their \$500 limit and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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O1LGBAK

CapitalOne
what's in your wallet?

HEATHER N HEPFER

**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



PLATINUM VISA ACCOUNT

AUG 18 - SEP 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$729.67
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.65
 New Balance	 \$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

Important Account Information

Beginning October 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

28176S

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$672.65	.077129% D	28.15%	\$16.08
CASH	\$65.51	.077129% D	28.15%	\$1.57

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0776320050000776327

New Balance	\$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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 70884
Charlotte, NC 28272-0884

028176

#9026018921138635# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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 the "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
 - b. **Unpaid 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" in full, you will be subject to a finance charge equal to the amount of 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 will be added to your balance if you do not pay in full.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (including New Purchases).**
 - a. **Finance Charge.** The finance charge is calculated by applying the daily balance of each segment of your account (i.e., cash advance, purchases, 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 those daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment 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 the previous statement in full (or if your new balance was zero) or if no new purchases, 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, we 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 P or N appears on the front of this statement next to "Balance Rate Applied To", we multiply the average daily balance of each segment by your monthly

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

3. **Annual Percentage Rate (APR).**

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

4. **Assessment of Late, Overtime and Returned Payment Fees.**
5. **Freezing Your Account.** If a membership fee is shown 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 the "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and any access devices, cancel any pre-authorized billing, and cease using your account. If you do not cancel pre-authorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant dispute 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.

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds will 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 the statement. We must hear from you no later than 60 days after we send you the bill on which the error or question appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you are not sure about 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 of the bill if the merchant does not honor the protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

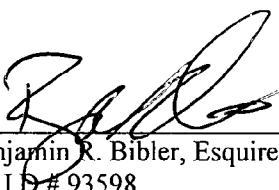
‡ Does not apply to business non-credit card accounts

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CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 18th day of August, 2009 upon the following:

Heather N Hepfer
644 Filbert St
Curwensville Pa 16833

By: 

Benjamin R. Bibler, Esquire
Pa. I.D. # 93598
Weltman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

AUG 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$1146.12 with interest at the rate of 28.1% per annum from March 10 2008, plus costs.

BY THE COURT

J.

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

**BRIEF IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
Pa. I.D.# 93598
Weltman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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NOT FILED

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

CAPITAL ONE BANK USA NA,

Plaintiff,

vs.

HEATHER N HEPFER,

Defendant.

BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

AND NOW COMES Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A., and files the following Brief in Support of Motion for Summary Judgment.

FACTS OF CASE

On or about March 10 2008, Plaintiff filed a Complaint against Defendant for payment of a debt.

On or about August 8 2008, Defendant filed an Answer to Plaintiff's Complaint. On or about June 17 2009, Plaintiff served discovery demands including requests for admissions to which Defendant never responded.

LEGAL ARGUMENT

In Pennsylvania, a motion for summary judgment is proper where as a matter of law, no genuine issue of material fact as to the necessary element of the cause of action or defense can be established by additional discovery or the party who bears the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense that would require the issue to be submitted to a jury. Pa.R.C.P. 1035.2; Keystone Aerial Surveys, Inc. v. Pennsylvania Property & Casualty Ins. Guaranty Assoc., 777 A.2d 84, 89 (Pa. Super. Ct. 2001).

The purpose of summary judgment is to avoid unnecessary trials and to eliminate the waste of time and resources of both litigants where a trial would be a useless formality. Curran v. Children's Service Center, Inc., 396 Pa. Super. 29, 578 A.2d 8 (1990). Bald unsupported assertions of conclusory accusations cannot create a genuine issue of material fact to preclude the entry of summary judgment. McCain vs. Pennbank, 379 Pa. Super. 313, 549 A.2d 1311 (1988); Golaschevsky vs. Commonwealth, Department of Environmental Resources, 683 A.2d 1299, 1302 (Pa. Cmwlth., 1996).

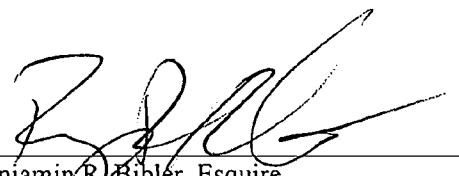
This case warrants summary judgment in plaintiff's favor. Defendant failed to respond to plaintiff's requests for admissions, which have been outstanding since June 17 2009. Under Pennsylvania Rule of Civil Procedure 4014(b), facts are admitted unless, within 30 days after service of the request, the party to whom the request is directed serves an answer or objects. Thus Defendant has admitted that she has made no payment on the credit card since March 13 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 \$1146.12 is a correct and accurate balance on the credit card account.

Defendant was requested to provide all documentary evidence or information planned on being used at trial to substantiate a defense to this suit. No documents have been received. Defendant has been given ample opportunity to raise and support any legitimate defense he may have to this debt. Defendant has offered no defense of any kind.

Here, the complaint allegations, the lack of a meritorious defense, and the requests for admissions substantiate the amount of debt owed by the Defendant. There are no triable issues of fact in dispute and summary judgment in Plaintiff's favor is warranted as a matter of law.

WHEREFORE, Plaintiff prays that this Honorable Court enter a judgment in its favor for the amount set forth in the attached order.

Respectfully Submitted:



Benjamin R. Bibler, Esquire
Pa. I.D. # 92598
Weltman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK USA NA

Plaintiff

No. 2008-621-CD

vs.

HEATHER N HEPFER
Defendants

S FILED

AUG 24 2009

0/24/09
William A. Shaw
Prothonotary/Clerk of Courts

1 CIV 7-60

ATT

ORDER OF COURT

AND NOW, to wit, this 21st day of AUGUST, 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 22, 2009 at

11:30 a.m. Courtroom #1

BY THE COURT:

Judie J. Cummelman
J.

FILED

AUG 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8-22-09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

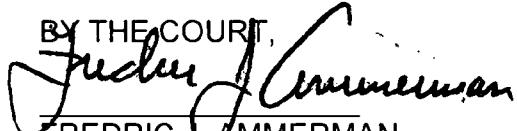
Special Instructions:

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

CAPITAL ONE BANK USA, N.A., * NO. 08-621-CD
Plaintiff *
vs *
HEATHER N. HEPFER, *
Defendant *

ORDER

NOW, this 21st day of September, 2009, this being the date set for argument on the Plaintiff's Motion for Summary Judgment, no one appearing on behalf of the Plaintiff concerning the Motion and the Court assuming that the Plaintiff did not serve a copy of the scheduling Order of August 21, 2009 upon the Defendant as no Certificate of Service was filed with the record; it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby DISMISSED.

BY THE COURT,

FREDRIC J. HAMMERMAN
President Judge

FILED 2CC
01/31/2011 Atty Warmbrath
SEP 22 2009
S William A. Shaw
Prothonotary/Clerk of Courts
1044 Filbert St.
Curwensville, PA
(60) 110833

FILED

SEP 22 2009

William A. Shaw
Prothonotary/Clerk of Courts

J.W.T. *Shaw*

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) Plaintiff(s) Attorney _____ Other _____
 Defendant(s) _____ Defendant(s) Attorney _____

____ Special Instructions:

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

CAPITAL ONE BANK (USA),NA ,

Plaintiff,

v.

NO.: 2008-621-CD

HEATHER N HEPFER

FILED
M 11/0061
FEB 12 2010 No
SHERIFF A. Shaw
PROB. JUDICAT/Clerk of Courts
CC
(64)

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.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

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

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

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in Plaintiff's Complaint.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from July 18 2005 through September 17 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 March 13 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:

\$1146.12 is a correct and accurate current balance of the credit card account in question.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

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



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:6398524

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

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 18 day of August, 2009, upon the following:

Heather N Hepfer
644 Filbert St
Curwensville Pa 16833

A handwritten signature in black ink, appearing to read "Heather N Hepfer", is written over a horizontal line.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details ▶

027-0402



PLATINUM VISA ACCOUNT

JUL 18 - AUG 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$44.79
Finance Charges	\$0.00
New Balance	\$44.79
Minimum Amount Due	\$10.00
Payment Due Date	September 17, 2005
Total Credit Line	\$201
Total Available Credit	\$156.21
Credit Line for Cash	\$201
Available Credit for Cash	\$156.21

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Payments, Credits and Adjustments

Transactions

1	15 AUG	WAL-MART #2129 CLEARFIELD PA	\$44.79
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Remember, pay at least the minimum amount by your payment due date for your first 3 statements and we'll increase your credit line to \$400! It couldn't be easier.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.0549396 P	20.0596	\$0.00
CASH	\$0.00	.0549396 P	20.0596	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0044790000000010002

New Balance \$44.79
Minimum Amount Due \$10.00
Payment Due Date September 17, 2005
Total enclosed \$
Account Number: 4862-3625-7951-3998

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		

#9023018921138638# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

05634

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.

0398524

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address: <input style="width: 100%; height: 1.2em; border: none; border-bottom: 1px solid black; font-size: 0.8em; font-family: monospace; padding: 0 5px; margin: 0;" type="text"/>	
Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.	
Name: HEATHER N HEPFER	Account #: 4862362579513998
Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml .	

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17005 0100
588345

<p>1. How To Avoid A Finance Charge.</p> <p>T. 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 applicable terms for payments below, and in time to be credited by the next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Accruing Finance Charge. Transactions which are not paid in full prior to the next statement closing date (charge 1) from the date of the transaction or 31 from the date the transaction is processed to your Account or 31 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 you until paid in full until the next statement closing date. This means that you will still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>T. Minimum Finance Charge. For each billing period, a minimum finance charge of \$0.50 will be imposed. If the total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>T. Waiver of Assessment in Finance Charge. We reserve the right to not assess any or all finance charge for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash 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 daily balance of each segment to find the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any 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 zero) or a credit balance, new purchases which goes to your new 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) that has been applied for the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>		<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we add up the daily balance of each segment and divide by the number of days in the billing period. This gives us 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.</p> <p>3. Assessment of Late, Overtime and Returned Payment Fees.</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates are called "Compounding Annual PERCENTAGE RATES" and may increase or decrease based on the stated indices, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of April, July or October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Rebased Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period.</p> <p>d. Assessment of Late, Overtime and Returned Payment Fees. Your account will be assessed no more than two (2) of the following fees in any 12 month period: Late Fee, Overdue Fee, and Returned Payment Fee. Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date of the statement to request that we waive 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 balance in full. In the event you do not pay the membership fee prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing agreements, we will accept a receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, and any other amounts due to us on 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 we have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. There is no cancellation fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Bank Account Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, we will withdraw from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY</p> <p>What to Do If You Believe Your Bill is Wrong. 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 statement on which the error or problem appeared. You can call our Customer Relations number, but you also can preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you do not know the dollar amount or description of the item you are unsure about, you do not have to give 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 charge you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have the right to do this if the merchant has not paid you less than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One O1QLBAK</p>
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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 same 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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne®
what's in your wallet?™

see reverse for details ►

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

AUG 18 - SEP 17, 2005
Page 1 of 1

Account Summary

Previous Balance	\$44.79
Payments, Credits and Adjustments	\$20.00
Transactions	\$173.55
Finance Charges	\$13.13
New Balance	\$211.47
Minimum Amount Due	\$10.47
Payment Due Date	October 17, 2005
Total Credit Line	\$201
Total Available Credit	\$0.00
Credit Line for Cash	\$201
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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!

57288S

Payments, Credits and Adjustments

1	09 SEP	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00
Transactions			
2	16 AUG	TARGET 00011601 ALTOONA PA	\$26.49
3	16 AUG	WM SUPERCENTER ALTOONA PA	27.17
4	16 AUG	FYE LOGAN VALLEY 1537 ALTOONA PA	21.19
5	17 AUG	JCPENNEY STORE 0182 CLEARFIELD PA	14.99
6	17 AUG	FASHION BUG 00033795 CLEARFIELD PA	16.50
7	18 AUG	WM SUPERCENTER CLEARFIELD PA	18.68
8	19 AUG	UNI MARTS #94076 CURWENSVILLE PA	3.69
9	31 AUG	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
10	15 SEP	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
11	17 SEP	PAYMENT PROTECTION 1-888-527-6904	1.84
12	17 SEP	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

Thank you for enrolling in Capital One's Payment Protection Plan. Your premium will be conveniently billed to your Capital One credit card based on your month-ending account balance. If you have any questions, please call the customer service number listed above in the transactions section of your statement.

Finance Charges

Please see reverse side for important information				
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$169.02	.05493% P	20.09%	\$2.88
CASH	\$14.59	.05493% P	20.09%	\$.25

ANNUAL PERCENTAGE RATE applied this period

74.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0211470020000010479

New Balance	\$211.47
Minimum Amount Due	\$10.47
Payment Due Date	October 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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"/>		

057288

#9026118921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.
We want to make sure our records are up to date.



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1. **How To Avoid A Finance Charge.**

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges (unless you take a New Balance Option) in accordance with the information in your payment booklet, and in time for it to be credited by your next statement closing date. In addition, there is no grace period applied on any transaction if you do not pay the total "New Balance" in full.

b. **Accrued 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 will be applied to your unpaid balance until the unpaid balance is paid in full. This means that you may still own 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 applied to the unpaid portion of your balance.

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

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

2. **Accrued 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 total periodic rate for each segment to the daily balance of each segment. Then, at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for your account. To get the daily balance for each segment, we add up the daily balance remaining 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. We then add up the daily balance and the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), now transactions which post to your purchases or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances for each segment and dividing 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 difference between the 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 add any advances and unpaid finance charges included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance 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 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*. These changes will be effective on the first day of your billing period following the date of the most recent update in the month of January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replied 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*. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** You 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.

e. **Membership Fee.** 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. If you cancel your account, you must notify us by calling our Customer Relations Department at 1-800-255-3273, or by mail to your account department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department at 1-800-255-3273. If you close your account and account access codes, cancel all authorized 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 all fees, charges, and amounts due and owing on your account have been paid in full, including 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. We will not close your account if there are charges appearing on your account after you have requested the account to be closed or the recipient 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 merchant who has a right to close your account, the account will be closed, 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. **Mobile and Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the funds will 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 statement. If you do not hear back from us, you can call our Customer Relations number, but we do not guarantee 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, attach a copy of the item you are unsure about. You do not have to return 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 or to pay only a portion of it. This protection only applies when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01LGBK

17R05 00100
572885

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 (11:25 a.m. PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Friday, 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 it 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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!



see reverse for details ►

027-0402



Account Summary

Previous Balance	\$211.47
Payments, Credits and Adjustments	\$20.00
Transactions	\$1.70
Finance Charges	\$3.63
 New Balance	 \$196.80
Minimum Amount Due	\$10.00
Payment Due Date	November 17, 2005
 Total Credit Line	 \$201
Total Available Credit	\$4.20
Credit Line for Cash	\$201
Available Credit for Cash	\$4.20

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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!

PLATINUM VISA ACCOUNT

4862-3625-7951-3998

SEP 18 - OCT 17, 2005

Page 1 of 1

Payments, Credits and Adjustments

1	17 OCT	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00
Transactions			
2	17 OCT	PAYMENT PROTECTION 1-888-527-6904	\$1.70

Continue making on-time payments, and you may be eligible for a credit line increase soon!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$159.37	.0569996 P	20.80%	\$2.72
CASH	\$53.18	.0569996 P	20.80%	\$.91

ANNUAL PERCENTAGE RATE applied this period

20.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0196800020000010001

New Balance \$196.80
Minimum Amount Due \$10.00
Payment Due Date November 17, 2005
Total enclosed \$
Account Number: 4862-3625-7951-3998

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		

057504

#9029118921138630# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment. We want to make sure our records are up to date.



E-mail address:	<input type="text"/>																							
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.</small>																								
HEATHER N HEPFER												4862362579513998												
Name:												Account #:												
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</small>																								

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17805 0 0100
575045

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 terms of this statement, by the 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. **No 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, a finance charge will be added to your total account balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Finance Charge.** If you do not pay the total of your account, you are 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 30.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the balance 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 (the sum of all new purchases, new 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 daily balance of each segment to obtain the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge applied 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 the new balance is zero), then any new purchases or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

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

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

3. Annual Percentage Rates (APR).

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

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

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthy) appears on the front of your statement next to the periodic rates, 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.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed below for each occurrence and period. Upon receipt of 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 of this statement to request us to either 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 off your balance in full, including any 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 any preauthorized billing, and cease using your account. If we receive a closed preauthorized billing arrangement, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned item fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling 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 process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the bill or when the bill was due, whichever is later. 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 the error is your merchant's fault. If you are disputing a charge on an 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 repossess you as delinquent or take any action to collect the amount you are disputing.

† 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 purchase if the merchant did not provide only what the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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O1LGLBAK

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 same envelope; (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least 5-6 (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.

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne®
what's in your wallet?™

see reverse for details ►

027-0402



PLATINUM VISA ACCOUNT

4862-3625-7951-3998

OCT 18 - NOV 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$196.80
Payments, Credits and Adjustments	\$20.00
Transactions	\$24.37
Finance Charges	\$8.46
 New Balance	 \$209.63
Minimum Amount Due	\$10.00
Payment Due Date	December 17, 2005
Total Credit Line	\$201
Total Available Credit	\$0.00
Credit Line for Cash	\$201
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	31 OCT	PAYMENT RECEIVED - THANK YOU	\$20.00
Transactions			
2	05 NOV	CASH ADV. SUPERCENTER CLEARFIELD PA	\$21.50
3	10 NOV	WAL-MART #129 CLEARFIELD PA	1.05
4	17 NOV	PAYMENT PROTECTION 1-888-527-6904	1.82
5	17 NOV	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

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.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	\$147.37	.056999% P	20.80%	\$2.60
CASH	\$48.76	.056999% P	20.80%	\$.86

ANNUAL PERCENTAGE RATE applied this period

51.76%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 020963002000010007

New Balance	\$209.63
Minimum Amount Due	\$10.00
Payment Due Date	December 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

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

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


056924


#9032218921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207


Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:	<input type="text"/>																				
<i>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.</i>																					
Name: HEATHER N HEPFER										Account #: 4862362579513998											
<i>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</i>																					

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a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, now balance transfers, now special purchases and new other charges. You will not pay the "Now Balance" on new purchases or new other charges until the grace period has ended. 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 "Now balance".

b. Average 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 "Now Balance" from the previous billing period, full finance charges will continue to be applied to your balance until the full balance is paid in full. This means that you may still owe finance charges, even if you pay the entire Now Balance indicated on the front of your statement by the next statement closing date, but did not do so in the previous month. Until finance charges are paid in full, the balance will remain on your Account.

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

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. First, your daily balance is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchases, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to the daily balance of that segment and all other segments. Then at the end of the billing period, we add up the results of those 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, we add up the previous day's daily balance for each segment and add any new transaction and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted of that day that are allocated to that segment. This gives us the separately calculated daily balance for your purchases, cash advances, and the Now Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), now transactions which pertain to your purchases or special purchases segments are not added to the daily balances. We calculate the average daily balance by adding the daily balance for each segment by the number of days in the month, then 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 you do not pay the "Now Balance" on the front of the 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 "Now Balance" on the front of the 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 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 (Certificates of Deposit), or S (Bankard Prime) appears on the front of this statement, the APR (Annual Percentage Rate) is the periodic rate and corresponding ANNUAL PERCENTAGE RATE (APRS) 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 the next ending in the months January, April, July and October.

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

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

e. **Membership Fee.** 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. After 30 days, we will contact you to notify us to begin calling our Customer Relations Department and pay your "Now Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must provide us with your name, account number and account access codes, 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 repon your account. Additionally, your account will not be closed until we receive all amounts due to us resulting from 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 if they incur subsequently. We will not be responsible to close your account if the amounts 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 remain responsible for payment. Since 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 can or account can 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 process the payment as a check transaction. When we process a check as 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 higher rates on the front of this statement. We must receive your letter 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 in dispute, the period or transaction in question and an explanation. If possible, if you think there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried to get help to correct the problem from the merchant, you may have the right 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 you own or operate the merchant, or if you made the purchase on behalf of the merchant, or if you made the purchase on behalf of another person, the rules of this section of purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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Important Notice: 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.

Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605



PLATINUM VISA ACCOUNT

NOV 18 - DEC 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$209.63
Payments, Credits and Adjustments	\$20.00
Transactions	\$310.48
Finance Charges	\$6.47
 New Balance	 \$506.58
Minimum Amount Due	\$106.58
Payment Due Date	January 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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!

Payments, Credits and Adjustments

1	01 DEC	PAYMENT RECEIVED - THANK YOU	\$20.00-
Transactions			
2	27 NOV	MONTEREY INN & SUITES 1 814-3711111 PA	\$32.38
3	30 NOV	UNI-MART #94003 HYDE PA	20.00
4	01 DEC	WAL-MART #2129 CLEARFIELD PA	224.69
5	02 DEC	OVERLIMIT FEE	29.00
6	17 DEC	PAYMENT PROTECTION 1-888-527-6904	4.41

Congratulations! Because you've made your minimum payments on time for your first 3 billing periods, we have increased your credit line to \$400. Keep making your payments on time, and you could be eligible for credit line increases in the future!

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 go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before January 31, 2006, to reserve your copy. Orders will be mailed out by the end of February 2006.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$316.23	.056999% P	20.80%	\$5.41
CASH	\$62.04	.056999% P	20.80%	\$1.06

ANNUAL PERCENTAGE RATE applied this period

20.80%

55688S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0506580020000106580

New Balance \$506.58
 Minimum Amount Due \$106.58
 Payment Due Date January 17, 2006
 Total enclosed \$
 Account Number: 4862-3625-7951-3998

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"/>		

#9035218921138630# MAIL ID NUMBER
 HEATHER N HEPFER
 644 FILBERT ST
 CURWENSVILLE PA 16833-1207

05688

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.

1. How To Avoid A Finance Charge.
T a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the date of the 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. Non-Billing 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 credit balance until the total 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. Billing Period. The period of time during which your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

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

2. Average Daily Balance (Including New Purchases).
a. Finance charge is calculated by multiplying the daily periodic rate by the daily average balance (e.g., cash advance, purchase, special transfer, and new 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 daily balance of each segment to obtain the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any new 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 you paid more than the New Balance in a previous month), 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, we 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 the periodic rate, we will subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificates of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary 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.

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

d. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than twice of the fees listed above during the current billing period. Under the terms of your customer agreement, you have 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 the fee is assessed to pay to us 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 stating "Not Renewing" in full (excluding the membership fee) prior to the end of the current billing 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 codes, cancel all previous billing agreements, and cease using your account. If we do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to (open) your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transaction you have authorized finance charges past due fees, overlimit fees, returned payments, late cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY

1. Call Or Write 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 that statement. We must hear from you no later than 60 days after we send you the statement. If you do not hear back from us, 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 you know why you believe the error is there. Do not mail more than one letter if you are unsure about the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605

PLATINUM VISA ACCOUNT
4862-3625-7951-3998DEC 18, 2005 - JAN 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$506.58
Payments, Credits and Adjustments	\$50.00
Transactions	\$33.32
Finance Charges	\$9.03
New Balance	\$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	10 JAN	PAYMENT RECEIVED - THANK YOU	\$50.00
Transactions			
2	17 JAN	OVERLIMIT FEE	\$29.00
3	17 JAN	PAYMENT PROTECTION 1-888-527-6904	4.32

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 20.80% V, cash advance A.P.R. = 20.80% V and special transfer A.P.R. = 20.80% V. If the A.P.R. is followed by *V, then your corresponding A.P.R. is a variable rate.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

63265S

Finance Charges

Please see reverse side for important information				
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$439.20	.05836% P	21.30%	\$7.95
CASH	\$59.83	.05836% P	21.30%	\$1.08

ANNUAL PERCENTAGE RATE applied this period

21.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0498930050000098937

New Balance	\$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

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

#9001818921138637# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

053265

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

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1. **How To Avoid A Finance Charge.**
a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "Now Balance", in accordance with the Important Notice for payments below, and you do not have a credit balance 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 "Now Balance."
- b. **Assessing Finance Charge.** Transactions which are not paid within a grace period will incur a finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "Now Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the "Now Balance" is paid in full. This means that you may still owe finance charges, even if you pay the entire Now 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 subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Waiver of Assessment 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 advances, new purchases, special purchases or 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 total daily balance to arrive at your average daily 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 additional finance charge collected for 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 Now Balance shown on your previous statement in full (or if your now balance was zero or a credit account), however, then any new purchases or new 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 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 each segment of your account during the 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 unused credit balance included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of April, June, or September.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reproved 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 the second due date of any billing period. Under the terms of your customer agreement, you receive 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 of the membership fee to cancel your account, pay 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 balance in full. In renewing 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 canceling your account. You do not cancel preauthorized billing agreements. You will cancel receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, and any other amounts due on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. There is a minimum amount of \$10.00 that the account 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 card or account cannot be used in connection with any internet gambling transaction.

8. **Non-Bankcard Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the amount 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

1. Right to Know About Your Bill.
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill in which the error or problem appears. You can call our Customer Relations Department, but do not wait 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. If you have a problem with a service, give us a description of the item or service you are uncertain 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.

4. [†] 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 if the purchase amount was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

[†] Does not apply to consumer non-credit card accounts

[†] Does not apply to business non-credit card accounts

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Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605

PLATINUM VISA ACCOUNT
4862-3625-7951-3998JAN 18 - FEB 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$498.93
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.44
Finance Charges	\$9.11
 New Balance	 \$541.48
Minimum Amount Due	\$141.48
Payment Due Date	March 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

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

Transactions

1	17 FEB	PAST DUE FEE	\$29.00
2	17 FEB	PAYMENT PROTECTION 1-888-527-6904	4.44

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 go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before March 31, 2006, to reserve your copy. 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:
1-800-955-7070

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

You were assessed a past due fee of \$29.00 on 02/17/2006 because your minimum payment was not received by the due date of 02/17/2006. 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	\$444.31	.05836% P	21.30%	\$8.04
CASH	\$59.00	.05836% P	21.30%	\$1.07

ANNUAL PERCENTAGE RATE applied this period

21.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0541480050000141483

New Balance	\$541.48
Minimum Amount Due	\$141.48
Payment Due Date	March 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

052787

#9004918921138632# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

052787

1. How To Avoid A Finance Charge.
T 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 to cardholders below, and in time for it to be reflected by your new 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 paid in 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 date 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 is longer than 21 days, a minimum monthly minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Interest 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, new purchases, transfers and new other 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 the daily calculations to determine your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day. We then subtract any new payments and any periodic 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 and payments to that segment and new purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the applicable periodic rate(s) for the length of 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 Due At 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 Due At Applied To," we also add any unpaid balance that is included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very 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 your periodic statement ending in the month of April, June, September, or December.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reported Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**
Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, you have the right to waive or not 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 the membership fee is due to pay the fee or cancel your account. If you have such credit(s) to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the third billing period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all unauthorized billing, and close using your account. You do not cancel your account by sending us a letter or fax. If you do not cancel your account by sending us a letter or fax, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, and any other fees or charges on 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 reopened 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 assessed a late payment fee and a monthly late fee for your account. The fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY

1. 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 in which the error or problem appeared. You can call our Customer Relations Department so we will 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. We will promptly investigate a transaction of that type 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 if the merchant charged you 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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01LGLBAK

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne
what's in your wallet?™

see reverse for details ►

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

FEB 18 - MAR 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$541.48
Payments, Credits and Adjustments	\$50.00
Transactions	\$4.37
Finance Charges	\$5.30
 New Balance	 \$501.15
Minimum Amount Due	\$101.15
Payment Due Date	April 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	13 MAR	PAYMENT RECEIVED - THANK YOU	\$50.00
2	17 MAR	PAYMENT PROTECTION 1-888-527-6904	\$4.37

Transactions

Your account has recently been past due, overlimit, or has had a returned payment. While Capital One reserves the right to increase your A.P.R. if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service. Thank you for choosing Capital One.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Please review the enclosed privacy information and retain it with your account records. Also visit 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.

Finance Charges

Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$475.61	.03534% P	12.90%
CASH	\$59.52	.03534% P	12.90%

ANNUAL PERCENTAGE RATE applied this period

12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 05011500500001011157

New Balance	\$501.15
Minimum Amount Due	\$101.15
Payment Due Date	April 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

045775

#9007718921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

Send us your e-mail address so we can better serve you.

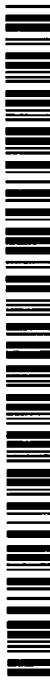
Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address: <input style="width: 100%; height: 1.2em; border: none; border-bottom: 1px solid black;" type="text"/>	
<small>Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.</small>	
Name: HEATHER N HEPFER	
Account #: 4862362579513998	
<small>Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.</small>	

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1705000100
25758

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the date of the statement closing date, as shown 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 account until you pay the total "New 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 are added to the applicable segment of your Account.

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

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

2. Average Daily Balances (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 daily balance due to you for each segment and the 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 finance charge or adjustment to the daily 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 you new balance is zero or a credit amount), new transactions which post on the current or next statement 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 current 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 the periodic rate(s), the periodic rate(s) will be applied to the balance of each segment after subtracting any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

c. **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 applied to the balance of each segment. APRs may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month following the month of the change.

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 RATE 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 twice the fees listed below during each 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 to pay the membership fee or to cancel your account 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 account balance in full, including any membership fee prior to the end of the thirty-day period.

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

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

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

8. Notes About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds will 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

1. Call Or Email Or Questions About Your Bill.

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on or after the date of the error. 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 time, we will provide a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: 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 by our processing center by 3 p.m. Eastern Time on the day you mail it. Please allow 4-6 weeks for us to receive your payment. When you mail us a check, we will not credit your 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.

CapitalOne what's in your wallet?®
HEATHER N HEPFER

053

It could happen to anyone. Make sure you pay the amount due on your statement as soon as possible.

WHOOPS!

**You're behind
by 1 payment.**

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053-08106

Keeping your credit in good standing can

do a lot more than you think.

GOOD CREDIT = GOOD CREDIT REFERENCES

BETTER INTEREST RATES

(good credit could mean lower interest rates)

IMPROVED CHANCES TO GET APPROVED FOR

LOANS (when you want to buy a home or new car)



PLATINUM VISA ACCOUNT

MAR 18 - APR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$501.15
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.46
Finance Charges	\$5.63
 New Balance	 \$540.24
Minimum Amount Due	\$140.24
Payment Due Date	May 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

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

Transactions

1	17 APR	PAST DUE FEE	\$29.00
2	17 APR	PAYMENT PROTECTION 1-888-527-6904	4.46

Your account is one payment behind. Remember that making your minimum payments by the due date, keeps your account in good standing. When you miss a payment, late fees start adding up. And nobody wants that. So make sure you send in the minimum amount due on your statement to keep your account in good standing and to keep from paying extras fees.

You were assessed a past due fee of \$29.00 on 04/17/2006 because your minimum payment was not received by the due date of 04/17/2006. 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:
1-800-955-7070

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

177798

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$445.22	.0360396 P	13.15%	\$4.97
CASH	\$58.64	.0360396 P	13.15%	\$.66

ANNUAL PERCENTAGE RATE applied this period

13.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0540240050000140241

New Balance	\$540.24
Minimum Amount Due	\$140.24
Payment Due Date	May 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

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

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

017798

#9010818921138636# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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 "New Balance" in full (as indicated if the code N appears on the front of this statement) according to the important Notice for payment 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. **Averaging 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" in full (as indicated if the code N appears on the front of this statement) in full, finance charges will be applied 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 charge and any fees will be applied to your Account.

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

† c. **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. **Periodic Rate.** To calculate the average 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 you have to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment, add in any new purchases, new balance transfers, new special purchases, and any periodic finance charges 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 (as indicated if the code N appears on the front of this 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. We add in your final finance charge using your average daily balance in 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 first subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to "Balance Rate Applied To," we take the 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 by your periodic account ending in the month January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replied Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late Payment and Return Payment Fees.** We may assess no more than twice 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 is listed 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 the "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access check, cancel your pre-authorized billing, and close your account. If we do not cancel pre-authorized 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 that have accrued, 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 we have re-opened the account to be closed or the reopening of

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

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to present 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 within 60 days after we send 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 the date it occurred, the name and address of the merchant or service provider, whether you are still using the item 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 purchase if the merchant failed to provide only what the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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01LGLBAK

CapitalOne

what's in your wallet?

HEATHER N HEPFER

YOU'RE BEHIND BY
2
PAYMENTS

LET'S TALK — WE'RE HERE TO HELP.

054

Sometimes unexpected expenses keep you from making your credit card payments. We understand. At Capital One,® we're here to help you keep your credit on track. Give us a call.

Here are 3 easy ways to make a payment:

- Give one of our associates a call at 1.800.955.7070.
- Mail us the amount due on your statement.
- If you have Internet access, you can make a payment securely online by logging on to www.capitalone.com.

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054-07754

**Account Summary**

Previous Balance	\$540.24
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.81
Finance Charges	\$12.42
New Balance	\$586.47
Minimum Amount Due	\$186.47
Payment Due Date	June 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

PLATINUM VISA ACCOUNT

4862-3625-7951-3998

APR 18 - MAY 17, 2006

Page 1 of 1

Payments, Credits and Adjustments**Transactions**

1	17 MAY	PAST DUE FEE	\$29.00
2	17 MAY	PAYMENT PROTECTION 1-888-527-6904	4.81

You're behind by two payments. Let's talk. If you're having financial difficulties and can't make your minimum payment - we want to help. Let's work together to find a solution that works best for you. Give us a call at 1.800.955.7070.

****Important Notice**** Under the terms we previously disclosed to you, some or all of your Annual Percentage Rates (A.P.R.s) have been increased since your account was past due twice in the past 12 billing cycles. Remember: If we receive your minimum monthly payment on time for 12 consecutive billing cycles, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

****Important Notice**** Your account was past due on your January billing cycle. If your account is past due again, your Annual Percentage Rates (A.P.R.s) may increase to the Default Rate, as previously disclosed to you.

You were assessed a past due fee of \$29.00 on 05/17/2006 because your minimum payment was not received by the due date of 05/17/2006. 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	\$486.57	.0757596 D	27.65%	\$11.06
CASH	\$59.64	.0757596 D	27.65%	\$1.36

ANNUAL PERCENTAGE RATE applied this period

27.65%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0586470050000186477

New Balance \$586.47
Minimum Amount Due \$186.47
Payment Due Date June 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

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

01546

#9013818921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207



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

17R03 0100
16546S
2-5-8

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the date of the 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. **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, you will be assessed a finance charge up to your credit balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Interest.** If you do not pay the "New Balance" in full, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the balance 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 periodic rate by the average daily balance of your account (i.e., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of the 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, add any new transactions and any new credit 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 (or if your credit balance was zero or a credit amount), prior transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To", we multiply the average daily balance of each segment by your monthly

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

3. **Annual Percentage Rates (APR).**

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month in which the index or rate appears.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overdue and Returned Payment Fees.** You will be assessed a late fee for the late return of the item listed here that occurs 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 not use it or call our Customer Relations Department, and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

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

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

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling 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 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 the statement. We must receive your letter within 60 days after we send 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 error or question, a description of the error and an explanation, if possible, of why you think there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may write to us to have us reducing amounts due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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O1LGLBAK

Access your account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne®
what's in your wallet?™

see reverse for details ►

027-0402



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

MAY 18 - JUN 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$586.47
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.22
Finance Charges	\$14.06
 New Balance	 \$634.75
Minimum Amount Due	\$234.75
Payment Due Date	July 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

168915

Payments, Credits and Adjustments

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

Transactions

1	17 JUN	PAST DUE FEE	\$29.00
2	17 JUN	PAYMENT PROTECTION 1-888-527-6904	5.22

**You are a valued Payment Protection customer and may be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. If you have experienced one of these events, please call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim. Your account is 60 days past due and your coverage will be suspended if it reaches 90 days past due, as stated in your Payment Protection agreement.

You were assessed a past due fee of \$29.00 on 06/17/2006 because your minimum payment was not received by the due date of 06/17/2006. 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	\$532.19	.076449% D	27.90%	\$12.61
CASH	\$61.04	.076449% D	27.90%	\$1.45

ANNUAL PERCENTAGE RATE applied this period

27.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0634750050000234751

New Balance	\$634.75
Minimum Amount Due	\$234.75
Payment Due Date	July 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

016894

#9016918921138638# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

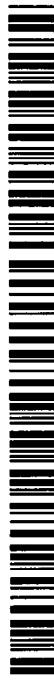
Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.
We want to make sure our records are up to date.



E-mail address: <input style="width: 100%; height: 1.2em; border: none; border-bottom: 1px solid black; font-family: monospace; font-size: 0.8em; margin-bottom: 0.1em;" type="text"/>	
Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.	
Name:	4862362579513998
Account #:	
Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml .	

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<p>1. How To Avoid A Finance Charge. T a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the due date for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. 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, a finance charge will 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 on the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Periodic Finance Charge. For each billing period, if your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.</p> <p>d. Interest Rate Reduction in Failure to Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily periodic rate by the average daily balance (the 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 of 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 daily balance of each segment to get the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add new transactions and subtract new finance charges made 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 you have a balance transfer or cash advance or 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 the sum by the number of the days in the current billing cycle. To calculate your total finance charge, add the daily balance for each segment by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Ratio Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Ratio Applied To," we subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>c. Annual Percentage Rate (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to "Balance Ratio Applied To," the corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you.</p> <p>This changes with effectivity on the first day of your billing period covered by your periodic statement ending in the month of the change in the applicable index.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. This change will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than twice of the fees listed on the code during any one billing cycle. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the day this statement was mailed to you to avoid paying the fee or to have such fee credited to 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 by mail or telephone our Customer Relations Department and pay off "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access card(s) and cancel your account, and we assume you are aware. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to open your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transaction fees, late fees, unauthorized finance charges, past due fees, overline fees, returned payments, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p> <p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for the transaction and membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we process the payment as a check transaction, we will debit your bank account and credit our bank account. You may be charged a fee for this electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p>
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BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of the statement. We must hear from you no later than 60 days after we send you the bill or one month from the date of the transaction. You can call our Customer Relations number, but we will not prosecute 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(s) of the transaction(s) you believe is an error. If you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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17R03 0100
1-89955
2-4-676

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, 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.

CapitalOne®

what's in your wallet?

HEATHER N HEPFER

YOU'RE BEHIND BY

**4
PAYMENTS**

**TAKE CONTROL OF YOUR CAPITAL ONE®
ACCOUNT AND KEEP IT FROM BEING
PERMANENTLY UNUSABLE.**

056

We're here to help. You can regain your charging privileges and bring your account back into good standing by paying the amount due on your statement.

Let's work together to bring your account back to good standing.

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

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056-07754



PLATINUM VISA ACCOUNT

4862-3625-7951-3998

JUN 18 - JUL 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$634.75
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.65
Finance Charges	\$14.72
New Balance	\$684.12
Minimum Amount Due	\$284.12
Payment Due Date	August 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

Transactions

1	17 JUL	PAST DUE FEE	\$29.00
2	17 JUL	PAYMENT PROTECTION 1-888-527-6904	5.65

**Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. Call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim.

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 07/17/2006 because your minimum payment was not received by the due date of 07/17/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

212508

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$579.34	.0764496 D	27.90%	\$13.29
CASH	\$62.48	.0764496 D	27.90%	\$1.43

ANNUAL PERCENTAGE RATE applied this period

27.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 068412005000284121

New Balance	\$684.12
Minimum Amount Due	\$284.12
Payment Due Date	August 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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"/>		

021250

#9019918921138635# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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.

1. How To Avoid A Finance Charge.
T. a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balances, cash advances, new transfers and how other advances 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" in time.

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 do not pay the total "New Balance" in time for the 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 in the previous month. Until your finance charges are paid in full, the total balance of your Account is subject to a finance charge.

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 finance charge to be billed to the purchase segment of your account.

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

2. **Average Daily Balance (including New Purchases).**
T. a. **Periodic Rate.** The estimated periodic (monthly) average 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 to the daily balance of each segment of your account. 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 the separate daily balance for each segment of your account. However, if you paid the "New Balance" in time for the current billing period in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing period. This will calculate your total finance charge by multiplying 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 "T" 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 transaction (cash advance) and subtract any payments or credits (if the code "T" appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Special) 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 following the previous statement ending in the months January, April, July, and October.
c. If the code D (Prime), F (11-mo. LIBOR) or G (3-mo. LIBOR Repeating 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. **Automatic Late Payment and Unpaid Payment Fees.**
T. a. You may 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.
b. **Fee.** If the code "A" appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **Requesting 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 close your account. If you do not cancel unauthorized 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, 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 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 charged for the membership fee. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

**BILLING RIGHTS SUMMARY
(In Case of Errors Or Questions About Your Bill)**

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must receive your letter within 60 days of the bill date, so write the first day 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 of why you believe it is an error. If you are not sure what to do, you may call us. If we find an error, or if you need more information, a description of the item you are unsure about, you do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne

what's in your wallet?

HEATHER N HEPFER

**YOUR ACCOUNT IS
SUSPENDED**

**MAKE A PAYMENT. AND TAKE CONTROL
OF YOUR CREDIT WITH CAPITAL ONE.®**

060

Your account is temporarily unusable. The good news is, by paying the amount due on your statement, you can still bring your account into good standing.

Let's work together to bring your account back to good standing.

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

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060-07754

CapitalOne

Account Summary

Previous Balance	\$684.12
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.55
 New Balance	 \$729.67
Minimum Amount Due	\$329.67
Payment Due Date	September 16, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

PLATINUM VISA ACCOUNT

4862-3625-7951-3998

JUL 18 - AUG 17, 2006

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	17 AUG	PAST DUE FEE	\$29.00
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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 08/17/2006 because your minimum payment was not received by the due date of 08/17/2006. 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:
1-800-955-7070

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 and register your account to start simplifying your life today!

61014P

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$628.12	.077126 D	28.15%	\$15.02
CASH	\$63.96	.077126 D	28.15%	\$1.53

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362579513998 17 0729670050000329673

New Balance \$729.67
Minimum Amount Due \$329.67
Payment Due Date September 16, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

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		

#9023018921138638# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

061014

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.

17R03 0100
61014P

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the due date on the front of this statement, 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. **Annual Percentage 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 will be assessed to your new balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Finance Charge.** If you do not pay in full by the due date on your account, you are subject to a finance charge, a minimum **TOTAL FINANCIAL CHARGE** of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right 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 average balance of each segment (i.e. cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the daily balance of each segment to obtain the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment and add any new transaction(s) or any new finance charge(s) and subtract any payments or credits posted for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives 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 you have been given a grace period), any new purchases 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, you must 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 the periodic rate, we will subtract the code N and any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate (APR).**

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated 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 following the month of the change.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Rebased MoniNY) 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 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 twice the fees listed above the occurrence of any of the following: 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 of this statement to waive it 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 the "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 personalized billing, and cancel existing accounts. If we do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, returned items, returned items fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and a finance charge will be assessed. If we do not cancel the membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to (a) 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

For Credit Or 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 the statement. We must hear from you no later than 60 days after we send you the bill or any statement or bill, including the membership fee. If you do not hear from us within 60 days after we receive your letter, you may assume that we have received your letter. 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. If you need more information, include 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 purchase or service. You may use this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01L01BAK

CapitalOne

what's in your wallet?

HEATHER N HEPFER

**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



PLATINUM VISA ACCOUNT

4862-3625-7951-3998

AUG 18 - SEP 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$729.67
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.65
 New Balance	 \$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

Important Account Information

Beginning October 1st, 2006, based on your account activity
you may be assessed more than two late, overlimit, or returned
check fees that occur during any billing period.

28176S

Payments, Credits and Adjustments

Transactions

1	17 SEP	PAST DUE FEE	\$29.00
---	--------	--------------	---------

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.

NOTICE: Look for a new statement design for your Capital One credit card beginning next month.
A summary of the key changes will be provided with your new statement.

You were assessed a past due fee of \$29.00 on 09/17/2006 because your minimum payment was not received by the due date of 09/16/2006. 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	\$672.65	.077124% D	28.15%	\$16.08
CASH	\$65.51	.077124% D	28.15%	\$1.57

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0776320050000776327

New Balance	\$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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		

#9026018921138635# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

028176

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

1TR030100
281785

1. How To Avoid A Finance Charge.
T. a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full (or if you have a grace period as defined in paragraph 1a. above, 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. **Averaging 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 account until you have paid off the previous balance. 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.

T. c. **Assessing Finance Charge.** For the first 30 days following the date of the transaction, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

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

2. Average Daily Balance (Including New Purchases).

a. **Finance charge is calculated by multiplying the daily balance of each segment of your account (i.e., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the daily balance of each segment to determine the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions (i.e., any cash advance, charge, transfer or other 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 you have a grace period as defined in paragraph 1a. above), 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 for each day of 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 the periodic rate(s), the periodic rate is applied to the daily balance of each segment, and subtract any unpaid finance charges included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Average 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 and corresponding ANNUAL PERCENTAGE RATE 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. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of the change.

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

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two (2) of the fees listed below during any one billing cycle. 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 to cancel the membership and return the item to us 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 provide "Notice of Cancellation" 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 cancel any other account. If you have a preauthorized billing arrangement, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances, fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY
For Credit Card Use Or Questions About Your Bill
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the statement. If you do not hear back from us, 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. If you do not know more information, give 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.

4.† 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 purchase. This right is a protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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FILED

FEB 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

**MOTION FOR JUDGMENT
ON THE PLEADINGS**

HEATHER N HEPFER,

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

FILED No cc.
m 10:17 am
FEB 18 2010
S (at)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Judgment on the Pleadings and respectfully moves this Court pursuant to Pennsylvania Rule of Civil Procedure 1034 for judgment on the pleadings. In support thereof, Plaintiff avers as follows:

1. This action arises out of the accumulation of credit card debt by defendant.
2. Plaintiff filed a Complaint against Defendant, Heather N Hepfer, seeking \$1,146.12 with interest at the rate of 28.10% per annum from March 10, 2008, plus costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
3. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
4. Defendant filed an Answer admitting that she applied for, received and used the credit card in question. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
5. Defendant generally denies the remaining averments of Plaintiff's Complaint.

6. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.

7. Defendant's Answer contains no New Matter.

8. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."

9. On or around August 18, 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.

10. The Plaintiff's requests for admissions has been made part of the record and Defendant is deemed to have admitted same.

11. The pleadings are closed and time exists to dispose of this Motion before trial.

12. No genuine issue of material fact exists as to Plaintiff's claim.

13. Plaintiff is entitled to judgment in its favor as a matter of law on the amount sought in the Complaint.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order directing Judgment on the pleadings in favor of Plaintiff and against Defendant for \$1,146.12 with interest thereon at the rate of 28.10% per annum from March 10, 2008, plus costs.

Respectfully Submitted:

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

By: 
Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No:

vs.

COMPLAINT IN CIVIL ACTION

HEATHER N HEPFER

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
06398524 C N Pit SMI

EXHIBIT

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

CAPITAL ONE BANK (USA), NA

Plaintiff
vs.

Civil Action No

HEATHER N HEPFER

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 (USA), NA 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:

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE, PA 16833

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXXXX3998 .

4. Defendant made use of said credit card and has a current balance due of \$1146.12 , as of March 10, 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 28.100% per annum on the unpaid balance from March 10, 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, HEATHER N HEPFER, INDIVIDUALLY, in the amount of \$1146.12 with continuing interest thereon at the rate of 28.100% per annum from March 10, 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
06398524 C N Pit SMI

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.

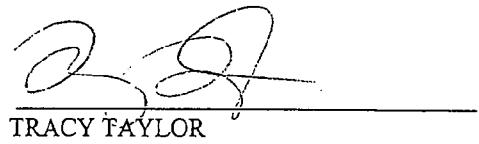
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

HEPFER, HEATHER N

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, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to 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.



TRACY TAYLOR



Notary Public

4862362579513998
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

ARYONNE MABSON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 29, 2011

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY
PENNSYLVANIA CIVIL ACTION - LAW

Plaintiff

: Capital one Bank
(USA), NA

: NO. ~~08cv00021~~
2008-021-CD

Defendant

: Heather N. Hepfer

ANSWER

1. Admitted

RECEIVED
CLERK'S OFFICE
MAY 11 2008
2008-021-CD
NO 9C

2. Admitted

3. Admitted

4. Denied: I did not spend \$1146.12.

5. Denied: Capital one hadn't called or send me bills for a year so I forgot about it with all the things going on.

6. Denied: Did not agree to that

EXHIBIT

B

MMI

6398524

(If new matter is to be completed, continue with the next number after the last number of your answer.)

NEW MATTER

The averments of paragraphs through above are incorporated with this new
matter as though fully set forth herein.

WHEREFORE, the Plaintiff respectfully requests that the following relief be granted:

COUNTERCLAIM TWO

The averments of paragraphs _____ through _____ above are incorporated with this
COUNTERCLAIM as though fully set forth herein.

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

CAPITAL ONE BANK (USA),NA ,

Plaintiff,

v.

NO.: 2008-621-CD

HEATHER N HEPFER

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

EXHIBIT

or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

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

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

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in Plaintiff's Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from July 18 2005 through September 17 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 March 13 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:

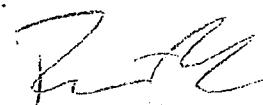
\$1146.12 is a correct and accurate current balance of the credit card account in question.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

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



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:6398524

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

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 18 day of August, 2009, upon the following:

Heather N Hepfer
644 Filbert St
Curwensville Pa 16833

A handwritten signature in black ink, appearing to read "H. Hepfer", is written over a horizontal line.

Send us your e-mail address so we can better serve you.

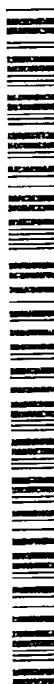
Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:	<input type="text"/>																							
Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.																								
HEATHERN HEPFER												4862362579513998												
Name:												Account #:												
Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit http://www.capitalone.com/pain/legal/privacy.shtml .																								

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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 purchases, new balances resulting from cash advances and new order charges if you pay your total "New Balance" in accordance with the important Notices 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. **Average 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 do not pay the "New Balance" in time for it to be credited, any unpaid finance charge will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Periodic 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 no finance charge will be imposed in that period on your account.
 - d. **Interest Rate 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, order charges, 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 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 for the previous day(s) to the daily balance. We then subtract any payments or credit 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 under new transactions which posted to your account), no special purchases would be subject to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to the nature of 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 beginning period covered by this statement, we take the beginning balance of each segment each day, add any new transaction 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 and periodic finance charge of each segment. This gives us the daily balance of each segment.) We then divide the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rate (APR).**

The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
4. **Interest Rate.** F (Prime), 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.
5. **Periodic Rate.** F (Prime), F (1)-one, LIBOR, C (3-mo LIBOR Repriced Monthly), LIBOR plus one-half of our statement rate 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.
6. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
7. **Termination of 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. If you cancel your account, we may notify you 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.
8. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card and account access, cancel all unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have initiated, late payment charges, past due account fees, returned payment fees, cash advances, 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 if 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 paying it. If there is more than one account 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 of Electronic Check Conversion.** When you present a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we receive information from your check to make an electronic fund transfer, such as 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 have a problem with a bill or statement, 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. We can call our Customer Relations Department so we will not pursue 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 unclear about. We will not pay any amount in dispute 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 home or office (or in the state of operation of the merchant, if it mailed you the agreement 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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see reverse for details >

027-0402



PLATINUM VISA ACCOUNT

4862-3625-7951-3998

AUG 18 - SEP 17, 2005

Page 1 of 1

Account Summary

Previous Balance	\$44.79
Payments, Credits and Adjustments	\$20.00
Transactions	\$173.55
Finance Charges	\$13.13
New Balance	\$211.47
Minimum Amount Due	\$10.47
Payment Due Date	October 17, 2005
Total Credit Line	\$201
Total Available Credit	\$0.00
Credit Line for Cash	\$201
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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!

Payments, Credits and Adjustments

1	09 SEP	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00
Transactions			
2	16 AUG	TARGET 00011601 ALTOONA PA	\$26.49
3	16 AUG	WM SUPERCENTER ALTOONA PA	27.17
4	16 AUG	FYE LOGAN VALLEY 1537 ALTOONA PA	21.19
5	17 AUG	JCPENNEY STORE 0132 CLEARFIELD PA	14.99
6	17 AUG	FASHION BUG 00033795 CLEARFIELD PA	16.50
7	18 AUG	WM SUPERCENTER CLEARFIELD PA	18.68
8	19 AUG	UNI MARTS #94076 CURWENSVILLE PA	3.69
9	31 AUG	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
10	15 SEP	CASH ADV. /STATE & FIL CURWENSVILLE PA	21.50
11	17 SEP	PAYMENT PROTECTION 1-888-527-6904	1.84
12	17 SEP	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

Thank you for enrolling in Capital One's Payment Protection Plan. Your premium will be conveniently billed to your Capital One credit card based on your month-ending account balance. If you have any questions, please call the customer service number listed above in the transactions section of your statement.

57288S

Finance Charges	Please see reverse side for important information		
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$169.02	.05493% P	20.05%
CASH	\$14.59	.05493% P	20.05%

ANNUAL PERCENTAGE RATE applied this period **74.31%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0211470020000010479

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		

057288

#9026118921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



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1. How To Avoid A Finance Charge.
 This 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 purchases below, and in time to receive the next monthly statement, closing date. This is not a grace period on cash advances and other 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 charges. 1) from the date of the transaction to the date of the next statement. 2) from the date of the transaction to the date of the next statement, provided you do not pay it. 3) from the first day of the month of the transaction to the end of the 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 date. You can did not have to pay the entire balance. Unpaid finance charges are added to the applicable segment of your Account.

c. Maximum 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 \$0.50, and then add the difference will be imposed as the applicable segment of your account.

d. Temporary Reduction in Finance Charge. We receive 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 purchases, purchases, special 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 the total periodic finance charge for your account. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credit purchases made by you that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you pull 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 dividing the total daily balance 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 D (Finance Rate Applied To) next to "Balances Due" on the front of this statement means that the 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 to each segment. Then we add up 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.

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

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

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

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

e. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days after the date this statement was mailed to you to stop 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 bill in full before the end of the third day period.

f. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing arrangements, we will consider your account closed when we receive your cancellation notice. 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 statement or not. You must give us 30 days to close your account or these amounts will be applied to your account or close the account. This may result in charges appearing on your account after you have requested the account be closed or the requesting 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 that merchant, we will accept the transaction and apply it to your account, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use the 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, it may be withheld 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 believe there is an error, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing to us. In your letter, please include your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the amount of the purchase or services if: (a) you have the protection of law 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; (b) it was our 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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117805 00100
572800S

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 at any other time will 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, tape or any other type of fastener 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 your payment. 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 debit your bank account using the check, a paper draft or other item.

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



E-mail address:

Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.

Name: HEATHER N HEPFER

Account #: 4862362579513998

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent.
For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days within which you can pay your purchases, new balances, 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. **Averaging 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, whichever is later. If you did not withdraw funds from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous statement period. Finance charges are assessed on the available amount 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 deduct that amount from the total finance charge and the difference will be applied 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 balance for the daily balance of each segment of your account (e.g., cash advance, purchase, special, 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 daily periodic rates for each segment 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 all new transactions and subtract all finance charges from 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 you have not withdrawn funds from the previous statement), new transactions which post to your purchase or special purchase accounts 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 current 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, 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. We then add all the daily balances in 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 (LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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

d. **Annual Percentage Rate, 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, not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Overlimit Fee.** 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 in writing to our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your checkbook(s) and any access checks, cancel any unauthorized billing, and cease using your account. If you do not cancel unauthorized 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 you have authorized, including late, past due, 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 requesting of

your account if it has already been closed. For example, if you authorized a purchase from a 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 monthly fee, the monthly fee will be assessed each month to be charged to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY
(Case Of Errors Or Questions About Your Bill)

If you think your bill is inaccurate, you have the right to ask for an explanation or tell us to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. If you are not sure of the following information, your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating, 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.

4. 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 residence. (If we own or operate the property or services, if we mailed you an 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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572

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.

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



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6024S

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. The enclosures received by us at any other location or time than our processing center may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not mail checks to us if you are not sure when we will receive your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account in 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 place a charge against your bank account using the check, a paper draft or other item.

Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605

PLATINUM VISA ACCOUNT
4862-3625-7951-3998NOV 18 - DEC 17, 2005
Page 1 of 1

Account Summary

Previous Balance	\$209.63
Payments, Credits and Adjustments	\$20.00
Transactions	\$310.48
Finance Charges	\$6.47
New Balance	\$506.58
Minimum Amount Due	\$106.58
Payment Due Date	January 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	01 DEC	PAYMENT RECEIVED - THANK YOU	\$20.00
Transactions			
2	27 NOV	PONDEROSA STEAKHOUSE 1 814-3711111 PA	\$32.38
3	30 NOV	UNI-MART #94003 HYDE PA	20.00
4	01 DEC	WAL-MART #2129 CLEARFIELD PA	224.69
5	02 DEC	OVERLIMIT FEE	29.00
6	17 DEC	PAYMENT PROTECTION 1-888-527-6904	1.41

Congratulations! Because you've made your minimum payments on time for your first 3 billing periods, we have increased your credit line to \$400. Keep making your payments on time, and you could be eligible for credit line increases in the future!

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 go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before January 31, 2006, to reserve your copy. Orders will be mailed out by the end of February 2006.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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!

Finance Charges

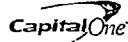
Please see reverse side for important information:

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$316.23	.0569996 P	20.80%	\$5.41
CASH	\$62.04	.0569996 P	20.80%	\$1.06

ANNUAL PERCENTAGE RATE applied this period

20.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0506580020000106580

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: \$506.58
Minimum Amount Due: \$106.58
Payment Due Date: January 17, 2006
Total enclosed: \$
Account Number: 4862-3625-7951-3998

05688

#9035218921138630# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216
11111111111111111111111111111111

17R05 0 0100
556805

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, on or before the statement closing date, as defined 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. **Averaging 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 previous balance until you pay 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, if you do not pay in full, a finance charge of a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.
 - d. **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, new purchases, new balance transfers, and new other 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 periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge assessed on your previous day to obtain the daily balance. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post during the previous statement period 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 each segment in the current billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. **Annual Percentage Rates (APR).**

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very frequently 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 rate(s) starting in the month following 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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** You account will be assessed a late payment fee if the fees listed here are outstanding during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notice to you without violating our right to assess the same or similar fees at a later time.

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

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

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, the transaction will be recorded, 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 defined above.

7. **Using Your Account.** Your card or account cannot be used for a transaction with any Internet gambling

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 checking 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 bill. If you write to us within 60 days from the date 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, when it occurred, what and 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 call you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Why does good Credit Count?

- Employers may check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home may be facilitated by good credit.
- Credit Bureaus may keep information on your record for up to seven years so a credit problem history can follow you around for a long time.

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002-0605



PLATINUM VISA ACCOUNT

DEC 18, 2005 - JAN 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$506.58
Payments, Credits and Adjustments	\$50.00
Transactions	\$33.32
Finance Charges	\$9.03
New Balance	\$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	10 JAN	PAYMENT RECEIVED - THANK YOU	\$50.00
Transactions			

2	17 JAN	OVERLIMIT FEE	\$29.00
3	17 JAN	PAYMENT PROTECTION 1-888-527-6904	4.32

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 20.80% V, cash advance A.P.R. = 20.80% V and special transfer A.P.R. = 20.80% V. If the A.P.R. is followed by 'V,' then your corresponding A.P.R. is a variable rate.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

53265S

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$439.20	.05836% P	21.30%	\$7.95
CASH	\$59.83	.05836% P	21.30%	\$1.08

ANNUAL PERCENTAGE RATE applied this period

21.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



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

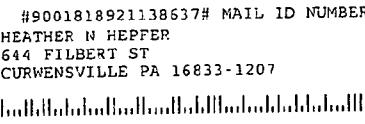
New Balance	\$498.93
Minimum Amount Due	\$98.93
Payment Due Date	February 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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

#9001818921138637# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

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53265 225

1. **How To Avoid A Finance Charge.**
† a. **Cash Purchases.** You will receive a minimum grace period of 15 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. **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 date cash advances and special purchases are posted. 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. If you make a payment, stop payment 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 for a billing period is less than the minimum of \$0.50, two will deduct the amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
a. The 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 and calculate the 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 subtract any new balance from 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 on 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, your account would be paid in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the 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 the 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 beginning balance of each segment.) Then we divide the daily balance of each segment by the number of days in the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly. The ANNUAL PERCENTAGE RATES based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.
c. If the code D (Prime), (1-mo. LIBOR), or (3-mo. LIBOR) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
d. **Annual Late Fee, 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 during future billing periods.
4. **Waiver 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 during future billing periods.
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 to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must 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 fees and you have, including any transactions you have authorized, finance charges, post use 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 if they are incurred subsequent to your request to close the account. The only credits 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 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 paying it. If there is a merchant who has a longer grace period, 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 transaction.

8. **Non-Standard Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, we will withdraw funds 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

(Case Of Errors Or Questions About Your Bill)
If you have a problem with your bill, 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, but we will not have the right to give you the same information. 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 writing about. (We do not have the right to inspect your account while we investigate 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 home, or within the state of where the merchant is located, 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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1. **How To Avoid A Finance Charge.**
† a. **Grace Period.** You will receive a minimum grace period of 25 days without a finance charge on new purchases, new balances transferred, 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 inter-bank 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 day of the month following the month of the transaction. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the purchase 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 majority of your purchases (initially) is less than \$0.50, we will submit that amount to the \$0.50 minimum and the difference will be added to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Accruing Finance Charge, Including New Purchases.**
a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, 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) to each day's 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 add up all new and pending balance for each segment, and add any new transaction 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. If you do not pay the New Balance indicated on the statement in full (or if your new balance ends zero or a credit balance), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing period. We add up all new and pending balance to get 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 the 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 payments or credits posted as of the previous day of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**
a. **Periodic Rate or Percentage Rate.** may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (1-Mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and monthly. The rates are based on stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.
- c. If the code D (Prime), F (1-Mo. LIBOR), or B (Bankcard Prime) 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, Dividend 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 periods.
5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without incurring 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 and canceling your credit card(s) and account access checks, cancel all unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will be closed until you pay off all fees 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 if they are assessed 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 assessed to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

8. **No-Check-Accrue Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, we do not pay you back the amount of 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 believe there is an error on your bill, 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. We can not resolve your error or problem if you do not give us sufficient information. 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 writing about. If you do not write to us within 60 days of your bill, 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 home address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Access your account online ...

Register today at www.capitalone.com.

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- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne
what's in your wallet?™

see reverse for details >

027-0402



PLATINUM VISA ACCOUNT

FEB 18 - MAR 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$541.48
Payments, Credits and Adjustments	\$50.00
Transactions	\$4.37
Finance Charges	\$5.30
New Balance	\$501.15
Minimum Amount Due	\$101.15
Payment Due Date	April 17, 2006
Total Credit Line	\$100
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Please review the enclosed privacy information and retain it with your account records. Also visit 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.

Payments, Credits and Adjustments

1	13 MAR	PAYMENT RECEIVED - THANK YOU	\$50.00
Transactions			
2	17 MAR	PAYMENT PROTECTION 1-888-527-6904	\$4.37

Your account has recently been past due, overlimit, or has had a returned payment. While Capital One reserves the right to increase your A.P.R. if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service. Thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$475.61	.035344% P	12.90%	\$4.71
CASH	\$59.52	.035344% P	12.90%	\$5.59

ANNUAL PERCENTAGE RATE applied this period

12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0501150050000101157

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		

New Balance: \$501.15
Minimum Amount Due: \$101.15
Payment Due Date: April 17, 2006
Total enclosed: \$
Account Number: 4862-3625-7951-3998

045775

#9007718921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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.

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.



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1. **How To Avoid A Finance Charge.**

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

b. **Averaging 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 from the first day of the month of the 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 previous statement by the closing date. If you did not pay the "New Balance" from the previous month, unpaid finance charges are added to the applicable segment of your Account.

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

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

2. **Average Daily Balance (Including New Purchases).**

Finance charge is calculated by multiplying the daily average balance (new purchases, e.g., cash advances, purchases, special purchases, 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 result of each segment to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then divide the new purchases by the sum of all 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 pertain to your purchase or special purchase segment(s) are not included in the daily balances. We then add together your daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge you are assessed.

b. In the code 2 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.

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 D/C appears on the front of this statement, we will not add any new transactions.) We also subtract any unpaid finance charges included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

Annual Percentage Rate may appear as "APR" on the front of the statement.

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

If the code D (Prime), F (11-mo. LIBOR) or G (3-mo. LIBOR Reproduced Monthly) appears on the front of your periodic statement, 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.

Base Rate of Fees, 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.

Reopen 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 all amounts in full (including the membership fee) prior to the end of the thirty-day period. If You Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. You will be responsible for any amounts you incur after you request to close your account. You will also be responsible for the receipt of a change in your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees or charges that may apply to your account. You are also responsible for these amounts whether or not you have closed your account at the time you request to close the account if 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 item a merchant and we receive the transaction from the merchant after your account has been closed, we will not accept the transaction, 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 card or account cannot be used in connection with any internet gambling transactions.

8. Notices 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 to process your payment or to make a 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 in your bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the back of your bill. Please indicate in your letter the date of the transaction and 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 disputed entry, a statement of the error or problem, an explanation. If you believe there 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

PRINTING RIGHTS SUMMARY

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appears. Please add our Customer Service number, but do not put this number in your letter. 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, 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

† Special Rate For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you act 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 \$100, the purchase was made in the state or another state or within 100 miles of your mailing address. (If we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

† Due out early to consumers via credit card accounts.

• 2. *Businesses must be fit and accountable*

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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 (16:00 hrs PT). Please allow at least five (5) business days for postal delivery. Payment made by mail, wire, cashier's check or any other form of payment 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.

CapitalOne what's in your wallet?
HEATHER N HEPFER

WHOOPS!

**You're behind
by 1 payment.**

It could happen to anyone. Make sure you pay the amount due on your statement as soon as possible.

Keeping your credit in good standing can do a lot more than you think.

GOOD CREDIT = GOOD CREDIT REFERENCES

BETTER INTEREST RATES

(good credit could mean lower interest rates)

IMPROVED CHANCES TO GET APPROVED FOR LOANS (when you want to buy a home or new car)

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053-08106



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

MAR 18 - APR 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$501.15
Payments, Credits and Adjustments	\$0.00
Transactions	\$33.46
Finance Charges	\$5.63
New Balance	\$540.24
Minimum Amount Due	\$140.24
Payment Due Date	May 17, 2006
Total Credit Line	\$100
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Payments, Credits and Adjustments

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

Transactions

1	17 APR	PAST DUE FEE	\$29.00
2	17 APR	PAYMENT PROTECTION 1-888-527-6904	4.46

Your account is one payment behind. Remember that making your minimum payments by the due date, keeps your account in good standing. When you miss a payment, late fees start adding up. And nobody wants that. So make sure you send in the minimum amount due on your statement to keep your account in good standing and to keep from paying extra fees.

You were assessed a past due fee of \$29.00 on 04/17/2006 because your minimum payment was not received by the due date of 04/17/2006. 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
PURCHASES		\$145.22	.03603% P	13.15%
CASH		\$58.64	.03603% P	13.15%

ANNUAL PERCENTAGE RATE applied this period **13.15%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0540240050000140241

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		

New Balance **\$540.24**
Minimum Amount Due **\$140.24**
Payment Due Date **May 17, 2006**
Total enclosed **\$**
Account Number: **4862-3625-7951-3998**

017795

#901081B921138636# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURNENSVILLE PA 16833-1207

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.

T. How To Avoid A Finance Charge.

T.a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full by the end of the grace period. See "Payments Below" 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".

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

T.c. Finance Charge. If you do not pay the total "New Balance" in time for it to be credited by your next statement closing date, your account is subject to a finance charge, a minimum **FINANCIAL CHARGE** of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates(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" amount of your next statement.

T.d. **Interest 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).

B. Finance charge is calculated by multiplying the daily balance of each segment (e.g., cash advances, purchases, 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 total daily balance of each segment and then we apply the periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge assessed during the previous day period 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 on a credit account) now or at any time during which purchases, purchases 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 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 total 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 and any periodic finance charge to the daily balance of each segment. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment in 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 (Certificates of Deposit) or S (Securities 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 as of the first day of your billing period following the most recent periodic statement ending in the months January, April, July and October.

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

4. Assessment of Late, Overlimit and Returned Payment Fees.

B. 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 affording you the same or similar fees at a future time.

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

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card and account access checks, cancel any preauthorized billing, and close your account. If we 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, your annual membership fee, charges past due, 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 on the requesting of

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

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

8. Notices 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 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 of paper. Please include the following information on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the date you received the bill, the date of the error or problem, the merchant and organization, if possible, or why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

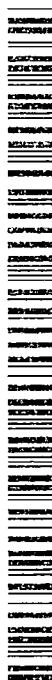
If you have a problem with the quality of property or services that you purchased with a credit card that you have filed in writing to collect the problem with the merchant, and you may have a right not to pay the remaining amount due on the property or services. You have this protection only when the 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, 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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1. **How To Avoid A Finance Charge.**

Zero Purchase. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new older charges if you pay your total "New Balance" in full during the grace period. This grace period begins on the day you make it to be deducted from 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."
2. **Accruing Finance Charge. Transactions which are not subject to a grace period will accrue interest as follows:** 1) from the date of 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 do 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 make a payment before the close of the regular close of your statement by the next statement closing date, but do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
3. **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 applied. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, the minimum that amount from the \$0.50 minimum and the difference will be applied to the purchase segment of your account.
4. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
5. **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, purchasing, periodic, 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. At the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge applied to that segment during the day. We then subtract any new purchases and any principal or credit 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 in full 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 segment are not included in the daily balance. We calculate a separate daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variation in the calculation and the amount of finance charge actually assessed.

b. **If the 2nd or 3rd C of 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 each day, and then divide the total by the number of days in the billing period. This gives us the average daily balance for each segment.

3. Annual Percentage Rates (APR).

3. The term "Annual Percentage Rate" may be referred to as "APR" on the front of this statement.

b. If the code P (Prime), L (One LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, 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 (Prinl), F (1-mo. LIBOR) or G (3-mo. LIBOR Replied Monthly) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.**

8. **ASSSESSMENT BY LEISURE, DIVERSION AND RESTORED PAYMENT FUND**
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

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 monthly fee. To cancel your account, you must:

membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your 'New Balance' in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and membership (cc) prior to the end of the thirty-day period.

Department. You must destroy your checkbooks and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider

preauthorized billing arrangements, we will continue to receive a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any

transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to you.

account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY

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

• + Special Rate For Credit Card Purchases

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

⁴ See my posts to consumer eco-credit card accounts.

1. Open new accounts in business non-scheduled accounts.

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 (11:00 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.

Access your
account online ...

Register today at
www.capitalone.com.

With Capital One® online account servicing, getting account information and making payments is easy. Check out just a few of the things you can do:

- Pay your bill online
- Check your balance and available credit
- View your statement

Plus, take advantage of other special offers developed especially for you!

CapitalOne
what's in your wallet?

see reverse for details >

027-0102



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

MAY 18 - JUN 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$586.47
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.22
Finance Charges	\$14.06
 New Balance	 \$634.75
Minimum Amount Due	\$234.75
Payment Due Date	July 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

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

Transactions

1	17 JUN	PAST DUE FEE	\$29.00
2	17 JUN	PAYMENT PROTECTION 1-888-527-6904	5.22

**You are a valued Payment Protection customer and may be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. If you have experienced one of these events, please call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim. Your account is 60 days past due and your coverage will be suspended if it reaches 90 days past due, as stated in your Payment Protection agreement.

You were assessed a past due fee of \$29.00 on 06/17/2006 because your minimum payment was not received by the due date of 06/17/2006. 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	\$532.19	.07644% D	27.90%	\$12.61
CASH	\$61.04	.07644% D	27.90%	\$1.45

ANNUAL PERCENTAGE RATE applied this period

27.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0634750050000234751

New Balance	\$634.75
Minimum Amount Due	\$234.75
Payment Due Date	July 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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:		

#9016918921138638# MAIL ID NUMBER

HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

016894

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

Send us your e-mail address so we can better serve you.

Even if you've already sent us your e-mail address, please fill out the form and return it with your payment.

We want to make sure our records are up to date.

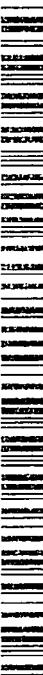


E-mail address: Please print clearly in black or blue ink. Your address should include an "@" sign and cannot contain any blank spaces. A ":" should have its own space.

Name: HEATHER N HEPFER Account #: 4862362579513998

Your privacy is protected at Capital One. You can feel secure knowing your e-mail address will never be sold or distributed without your consent. For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

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170030100
160875
24675

1. **How To Avoid A Finance Charge.**
† a. Our Periodic Finance Charge is minimum grace period of 15 days without finance charge on new purchases, new balances 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 your transaction if you do not pay the total "New Balance".
- b. **Averaging 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 transaction or the date of the previous bill. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire balance due on the front of your monthly statement in full. If you do not pay the "New Balance" for the previous month, unpaid finance charges are added to the applicable segments of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge for a billing period is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Annual Percentage Rates (APR).**
3. **Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we add up the daily balance of 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 total periodic finance charge for your account, we take the beginning balance for each segment and add any new transaction and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment. Then we add up all of the daily balances for the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which pertain 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 sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code "P" 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 in 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 from the average 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), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the latest index. (See "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.)

- 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 index, as found in "The Wall Street Journal," plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying this fee or to have such fee credited to you if you cancel your account. During this period, you may contact us to request a membership fee credit or to cancel 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 and cancel all preauthorized billing, and cease using your account. If we 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 off all amounts due and any fees or charges 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 added and subject to your request to close your 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 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 monthly service fee for your account, you will continue to be charged the fee even if your account has been closed. You will be charged the lesser amount 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 us with a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)

If you have your bill written off, you need make no further contact with us. Instead, write us on a separate sheet as soon as possible as the address shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing us. In your letter, include the following information: your name and account number, the date and 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 you dispute until we have investigated it, but if we 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 home. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

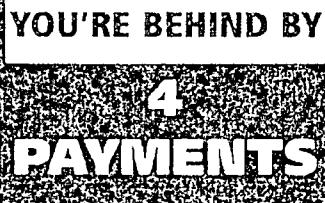
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12:30 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by mail after the last day of the month or any other sum may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not staple, paper clip, 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.

CapitalOne

| what's in your wallet?

HEATHER N HEPFER



TAKE CONTROL OF YOUR CAPITAL ONE®
ACCOUNT AND KEEP IT FROM BEING
PERMANENTLY UNUSABLE.

056

We're here to help. You can regain your charging privileges and bring your account back into good standing by paying the amount due on your statement.

Let's work together to bring your account back to good standing.

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

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056-07754



PLATINUM VISA ACCOUNT

JUN 18 - JUL 17, 2006

4862-3625-7951-3998

Page 1 of 1

Account Summary

Previous Balance	\$634.75
Payments, Credits and Adjustments	\$0.00
Transactions	\$34.65
Finance Charges	\$14.72
 New Balance	 \$684.12
Minimum Amount Due	\$284.12
Payment Due Date	August 17, 2006
 Total Credit Line	 \$400
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

Transactions

1	17 JUL	PAST DUE FEE	\$29.00
2	17 JUL	PAYMENT PROTECTION 1-888-527-6904	5.65

*Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. Call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim.

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 07/17/2006 because your minimum payment was not received by the due date of 07/17/2006. 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

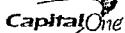
Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$579.34	.07644% D	27.90%	\$13.29
CASH	\$62.48	.07644% D	27.90%	\$1.43

ANNUAL PERCENTAGE RATE applied this period

27.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0684120050000284121

New Balance \$684.12
Minimum Amount Due \$284.12
Payment Due Date August 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

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

Street	Appt.	
City	State	ZIP
Home Phone	Alternate Phone	(<i> </i>)
Email Address		

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

024250

#9019518921138635# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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 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 money transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account, or 3) from the first date of the month following the grace period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
c. Minimum Finance Charge. For each billing period that your account subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be imposed. If the total amount of all new purchases, new balance transfers, or new other charges in your account for each segment of your periodic billing is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Assessing Your Balance (including New Purchases).
e. 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 posted to the account for each segment for 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 your total periodic finance charge for your account. To get the daily 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 to that day that are allocated to that segment. This gives us the segment daily balance for that segment. Then we add up all the segments. 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 up the daily balance for each segment and dividing by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
f. If the code Z or H appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the average daily balance 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 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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the information in the Wall Street Journal. We use 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 (11-mo. LIBOR) or G (3-mo. LIBOR Replaced Prime) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in that month.
d. Assessing 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 fail to assess any fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.
e. Reserving 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 to waive paying the fee or to have such fee credited to you if you close your account. During this time, you may not make any purchases or withdraws without paying the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
f. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. We must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will be closed until you pay all amounts you owe us, including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your 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 a 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 for the exact period of time 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 process a check payment, you authorize either to use information from your check to make a 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, you may write or call us on a separate sheet as soon as possible in the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing to us. When giving us information, you must include a copy of the bill. In the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question until we have investigated 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 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 you do not know or do not own or operate the merchant. If we notified you of the advertisements 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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CapitalOne

what's in your wallet?

HEATHER N HEPFER

YOUR ACCOUNT IS

SUSPENDED

MAKE A PAYMENT. AND TAKE CONTROL OF YOUR CREDIT WITH CAPITAL ONE.®

060

Your account is temporarily unusable. The good news is, by paying the amount due on your statement, you can still bring your account into good standing.

Let's work together to bring your account back to good standing.

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

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060-07754



PLATINUM VISA ACCOUNT

JUL 18 - AUG 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$684.12
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$16.55
New Balance	\$729.67
Minimum Amount Due	\$329.67
Payment Due Date	September 16, 2006
Total Credit Line	\$400
Total Available Credit	\$0.00
Credit Line for Cash	\$100
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 and register your account to start simplifying your life today!

Payments, Credits and Adjustments

Transactions

1 17 AUG PAST DUE FEE

\$29.00

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 08/17/2006 because your minimum payment was not received by the due date of 08/17/2006. 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	\$628.12	.07712% D	28.15%	\$15.02
CASH	\$63.96	.07712% D	28.15%	\$1.53

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0729670050000329673

New Balance	\$729.67
Minimum Amount Due	\$329.67
Payment Due Date	September 16, 2006
Total enclosed	\$ [REDACTED]
Account Number:	4862-3625-7951-3998

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

061014

#9023018921138638# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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

17R03 0100
6101AP
2.....

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balances transfers, new special transfers, and new other accounts if you pay your "New Balance" in full in accordance with the important Notice for payments below, and in time for it to be included 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. Average 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, a finance charge will be applied to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, 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 subject to a grace period of 25 days.

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

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, cash advances, purchase special transfer, and special purchase) by the corresponding daily periodic rates) 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, we use the daily balance of each segment to calculate the results of these daily calculations to arrive at your periodic finance charge for each segment. We add to 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 the purchases, new purchases, and periodic transfers calculated in the previous day's balance for that segment. We then subtract any payments or credits posted on 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 you did not pay it in full) and then made a new purchase, new purchases 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, we 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, purchases, new purchases, and periodic transfers to it (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 P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or D (Demand Panel) appears on the front of this statement next to "Balance Rate Applied To," the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary 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 or on the next day if the change occurs during the month of April, July, and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replied Monthly) appears on the front of your statement next to the periodic rates, 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. If you do not pay your account in full by the due date listed on the front of this statement 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.

b. **5. Removing Your Account.** If a member(s) fee is assessed 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 removed 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 contact us by calling our Customer Relations Department and pay the "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

c. **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 check(s) or cancel your preauthorized billing, or copy your account. If you do not cancel your preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, late fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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 photocopy the payment and use the payment 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 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, the name and address of the merchant or business that 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 purchase if the merchant fails to make protection only when the purchase was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

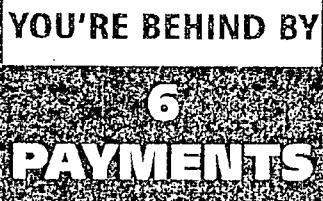
† Does not apply to business non-credit card accounts

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CapitalOne

what's in your wallet?

HEATHER N HEPFER



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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05B-07754



PLATINUM VISA ACCOUNT

AUC 18 - SEP 17, 2006

Page 1 of 1

Account Summary

Previous Balance	\$729.67
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$17.65
 New Balance	 \$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
 Total Credit Line	 \$100
Total Available Credit	\$0.00
Credit Line for Cash	\$400
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

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

Important Account Information

Beginning October 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

281765

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES CASH	\$672.65 \$65.51	.07712% D .07712% D	28.15%	\$16.08 \$1.57

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0776320050000776327

New Balance	\$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 17, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3625-7951-3998

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		

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884

0281765

#9026018921138635# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWENSVILLE PA 16833-1207

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.

† **3. Grace Period.** You will have a minimum grace period of 25 days within which no finance charge on new purchases, new purchases from cash advances, transfers, or other charges will be assessed 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. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the total "New Balance" in full in the previous grace period, your 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 assessed on the daily 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 rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed as the minimum segment of your monthly bill.

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 applying the daily balance of each segment of your account (new purchases, cash advances, purchases, special transfer, and special purchases) by the corresponding daily periodic rates) 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 and then add up the periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for 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 for 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 and any periodic finance charge for new purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of 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 of daily balances, 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 for each segment and 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 in 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), F (1-mo. LIBOR) or G (3-mo. LIBOR Required Monthly) appears on the front of this statement next to the periodic rates), 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 the periodic statement ending April, July and October.

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

4. Assessment of Late, Overlimit and Returned Payment Fees.

a. A periodic fee is imposed for each day that a bill is past due (not including the day the bill is due) and for each day that a bill is past due and a billing period has ended. 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 account in full (excluding the membership fee) prior to the end of the thirty-day period.

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

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

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account to process the payment or 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. The address is indicated on the front of this statement. We must hear from you no later than 60 days after we sent you the 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 of the bill you are disputing. If you think 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 purchase. To do this, you must protest the bill within 60 days of the purchase date. (If the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address, (if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

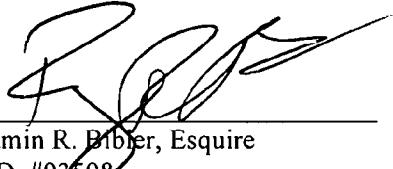
† Does not apply to business non-credit card accounts

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01LGBAK

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Judgment on the Pleadings has been served by U.S. Mail, Postage Pre-Paid, on 16 day of February, 2010 upon the following:

Heather Hepfer
644 Filbert Street
Curwenville, PA 16833

By: 
Benjamin R. Bibler, Esquire
PA I.D. #92598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

**BRIEF IN SUPPORT
MOTION FOR JUDGMENT
ON THE PLEADINGS**

HEATHER N HEPFER,

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

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

BRIEF IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW COMES Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A., and files the following Brief in Support of Motion for Judgment on the Pleadings.

FACTS OF CASE

This action arises out of defendant's debt owed to Plaintiff. On or about March 10, 2008, Plaintiff filed a Complaint against the defendant. On or about August 8, 2008, Defendant filed an Answer generally denying the material averments in Plaintiff's Complaint. Defendant's Answer contained no New Matter. On or about August 18, 2009, Plaintiff served discovery demands including requests for admissions to which Defendant never responded.

LEGAL ARGUMENT

Pennsylvania Rules of Civil Procedure 1034 authorizes a party to move for judgment on the pleadings when the pleadings are closed such as in this case. Such a motion is a pretrial mechanism utilized to save the parties due expense of going to trial by allowing the court to examine the legal sufficiency of the case. Gwinn v. Empire State Chair Co., 48 Pa.D.&C.4th 176 (Lawrence County 2000). Judgment on the pleadings is proper when the case is free from doubt and a trial on the matter is

unnecessary. The Court's inquiry is limited to the pleadings and relevant documents, such as exhibits attached to the pleadings.

Under Pennsylvania Rule of Civil Procedure 1029(b), a party filing an answer must specifically, or by necessary implication, deny all factual averments in the complaint. If the defendant fails to make a specific denial of a factual averment, then the defendant will be deemed to have admitted that factual averment. A general denial or a demand for proof shall have the effect of an admission. Pa.R.C.P. 1029(b).

Plaintiff is entitled to judgment on the pleadings in this case. Here, Defendant has done exactly what Rule 1029(b) expressly proscribes. Rather than specifically denying the factual averments, Defendant has generally denied all the material averments in Plaintiff's Complaint thereby failing to provide any information in response to Plaintiff's allegations. As a result, Defendant is deemed to have admitted the averments.

Second, Defendant failed to respond to plaintiff's requests for admissions, which have been outstanding since August 18, 2009. Under Pennsylvania Rule of Civil Procedure 4014(b), facts are admitted unless, within 30 days after service of the request, the party to whom the request is directed serves an answer or objects. Thus Defendant has admitted that she has made no payment on the credit card since March 13, 2006; that she applied for the credit card; that the statements attached to Plaintiff's Discover Request correctly identify the payments, charges, and balances on the account; that she has no submitted any written disputes as to billing inaccuracies; and that \$1,146.12 is a correct and accurate balance on the credit card account.

Defendant was requested to provide all documentary evidence or information planned on being used at trial to substantiate a defense to this suit. No documents have been received. Defendant has been given ample opportunity to raise and support any legitimate defense she may have to this debt. Defendant has offered no defense of any kind.

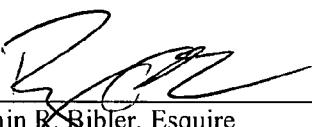
Courts are not hesitant to grant motions for judgment on the pleadings. See, for example, Citizens National Bank v. Leslie, 10 Pa.D.&C.3d 81 (Lawrence County 1978) (granting judgment on the

pleadings in favor of plaintiff because defendant's answer and new matter raised no meritorious defense to plaintiff's claim); Gwinn v. Empire State Chair Co., 48 Pa. D.&C.4th 176 (2000) (granting plaintiff's motion for judgment on the pleadings because answer did not affirmatively aver what occurred in place of the facts alleged by plaintiff); Safeguard v. Standard Machine and Equipment Co., 34 Pa. D.&C.4th 1 (1996) (granting motion where defendant failed to make specific denials of factual allegations in the complaint).

The case before the Court is akin to the above-cited cases and the same result is warranted herein. Defendant has no defense as to Plaintiff's claim and has admitted all the material facts. Thus, judgment on the pleadings is proper.

WHEREFORE, Plaintiff prays that this Honorable Court enter a judgment in its favor for the amount set forth in the attached order.

Respectfully Submitted:

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

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2010, upon Plaintiff's Motion for Judgment on the Pleadings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$1,146.12 with interest thereon at the rate of 28.10% per annum from March 10, 2008, plus costs.

BY THE COURT

J.

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

TYPE OF PLEADING:

HEATHER N HEPFER,

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

FILED No CC
m\12:17pm 6
FEB 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Judgment on the Pleadings before a Judge for decision.

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

By: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

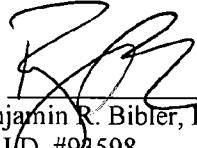
Pittsburgh, PA 15219

(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe to Schedule has been served by First Class Mail, postage pre-paid, on 16 day of February, 2010 upon the following:

Heather N Hepfer
644 Filbert St
Curwensville, Pa 16833

By: 

Benjamin R. Bibler, Esquire
PA ID. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CA

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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 2008-621-CD

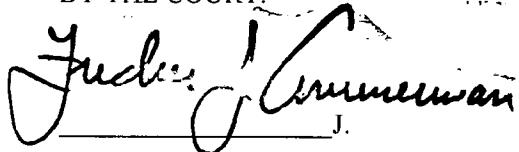
vs.

HEATHER N HEPFER
Defendant

ORDER OF COURT

AND NOW, to wit, this 2nd day of March, 2010, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Judgment on the
Pleadings on the above captioned matter is scheduled for March 26, 2010 at
10:15 a.m. Courtroom #1

BY THE COURT:


Judge J. Zimmerman

FILED 2CC
01:04 PM MAR 03 2010 Atty Bibler
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 03 2010

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

DATE: 3/3/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. 2008-621-CD

vs.

**AFFIDAVIT OF SERVICE OF
ORDER OF COURT**

HEATHER N HEPFER

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#06398524

FILED NO
M 1012784 CC
MAR 17 2014
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA),NA

Plaintiff
vs.

No. 2008-621-CD

HEATHER N HEPFER

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, Heather N. Hepfer.

1. On or about March 05, 2010, Plaintiff received a signed Order of Court scheduling Plaintiff's Motion For Summary Judgment for March 26, 2010. Said Order of Court is attached as Exhibit "1".

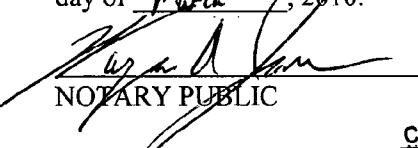
2. On or about March 08, 2010, Plaintiff mailed the Order of Court to 644 Filbert Street, Curwensville, PA. 16833.

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

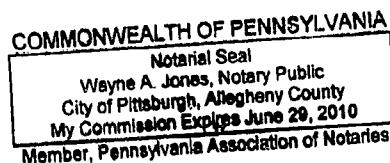


Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06398524

Sworn to and subscribed
before me this 8th
day of March, 2010.



NOTARY PUBLIC



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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 2008-621-CD

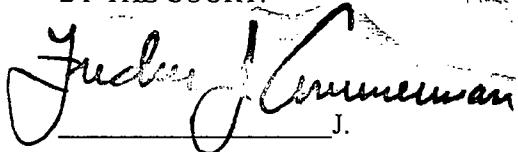
vs.

HEATHER N HEPFER
Defendant

ORDER OF COURT

AND NOW, to wit, this 2nd day of March, 2010, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Judgment on the
Pleadings on the above captioned matter is scheduled for March 26, 2010 at
10:15 a.m. Courtroom #1

BY THE COURT:


J. Klemmer

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

MAR 08 2010

Attest,


William J. Klemmer
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

FILED

MAR 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

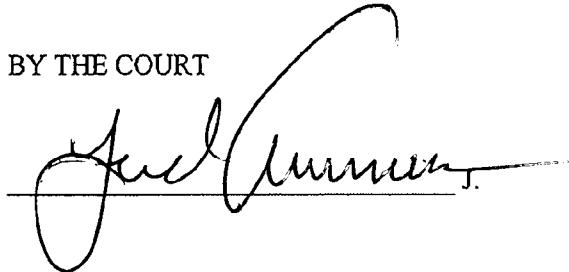
vs.

HEATHER N HEPFER,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 26 day of March, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$1146.12 with interest at the rate of 28.1% per annum from March 10 2008, plus costs.

BY THE COURT



FILED 2008-03-26
01/10/440071 Atty Warmbrodt
S MAR 26 2008
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 26 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/26/10

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. 2008-621-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

HEATHER N HEPFER

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#06398524

RECEIVED
MAY 11 2008
NOCC
MAY 11 2008
S
William A. Shaw
COURT CLERK, CLEARFIELD COUNTY

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

CAPITAL ONE BANK (USA),NA

Plaintiff No. 2008-621-CD
vs.

HEATHER N HEPFER

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, Heather N. Hepfer.

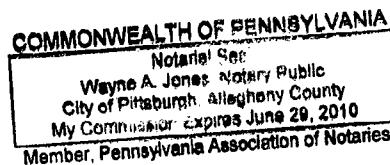
1. On or about March 29 2010, Plaintiff received a signed Order of Court granting Plaintiff's Motion For Summary Judgment on March 26, 2010. Said Order of Court is attached as Exhibit "1".
2. On or about March 30, 2010, Plaintiff mailed the Order of Court to 151 Susquehanna Ave., Curwensville, PA. 16833.

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#06398524

Sworn to and subscribed
before me this 21st
day of April, 2010.

~~NOTARY PUBLIC~~



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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

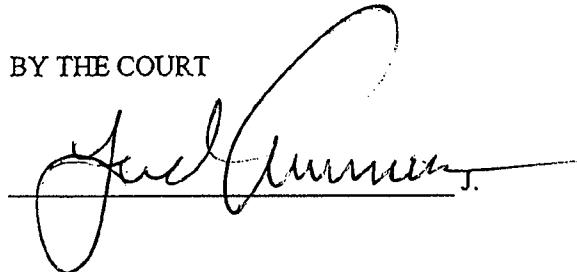
vs.

HEATHER N HEPFER,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 26 day of March, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$1146.12 with interest at the rate of 28.1% per annum from March 10 2008, plus costs.

BY THE COURT



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

MAR 26 2010

Attest.

William J. Hupp
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

FILED

APR 07 2010

William A. Sherry
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

Case No.: 2008-621-CD

TYPE OF PLEADING

vs.

**PRAECLPPE FOR JUDGMENT
PER ORDER OF COURT**

HEATHER N HEPFER

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
Judgment Amount \$1,819.35

FILED ~~11/11/04 2004~~ ICC Notice
May 05 2004 to Def.
S William A. Shaw Atty pd.
Prothonotary/Clerk of Courts 20.00

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

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Judgment in favor of Plaintiff on March 26 2010, kindly enter Judgment against the Defendants, Heather Hepfer, in the amount of \$1,819.35 computed as follows:

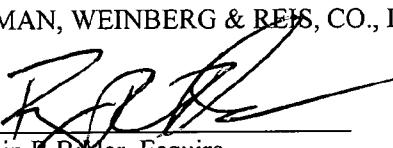
Amount Awarded per Order: \$1146.12

Interest from 3/10/08 through 4/26/10 \$673.23
at the legal rate of 28.1% per annum:

TOTAL: \$1,819.35

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: 
Benjamin R. Blader, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is: Weltman, Weinberg & Reis, 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And Defendant's address is: 151 Susquehanna Ave Curwensville Pa 16833

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

Copy

CAPITAL ONE BANK (USA),NA

Plaintiff

Case No.: 2008-621-CD

vs.

HEATHER N HEPFER
Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendants
 Garnishee

You are hereby notified that the following Order or Judgment was
entered against you on 3/31/10.

Assumpsit Judgment in the amount
of \$1,819.35, plus interest at 6% per annum, plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60) days, your motor vehicle
operator's license and/or registration will be suspended by
the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
(xx) Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award
 By Consent
Prothonotary

Heather N Hepfer
151 Susquehanna Ave
Curwensville Pa 16833

By: W. H. Hager
PROTHONOTARY (OR DEPUTY)

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

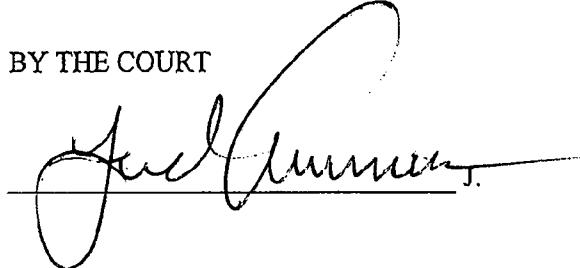
vs.

HEATHER N HEPFER,
Defendant.

ORDER OF COURT

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BY THE COURT



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

MAR 26 2010

Attest.


William L. Hess
Prothonotary/
Clerk of Courts

Pro-SC

WWR No. 6398524

06398524

FILED

MAY 05 2010

William A. Shaw
Prothonotary/Clerk of Courts