

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

FILED *Atty Paid 95.00*
m 1:06pm GK
APR 04 2008 *1 cc Sherriff*
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.

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 XXXXXXXXXXXXXXX3998 .


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 HEPPER, 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.

Capital One

PLATINUM VISA ACCOUNT JUL 18 - AUG 17, 2006
4862-3625-7951-3998 Page 1 of 1

Account Summary

Previous Balance	\$694.12
Payments, Credits and Adjustments	4.00
Transactions	\$23.00
Finance Charges	\$16.55
New Balance	\$738.67
Minimum Payment Due	\$173.67
Payment Due Date	September 16, 2006
Total Credit Line	\$400
Total Available Credit	\$400
Credit Line for Cash	\$400
Available Credit for Cash	\$400

At your service

To get the most from your account, please report to us or call us with:

1-800-935-7070
Send payment to:
Capital One
P.O. Box 70024
St. Louis, MO 63179-0216
Send response to:
Capital One
P.O. Box 3038
St. Louis, MO 63179-0388

Important Account Information

This account and card are subject to the Cardholder Agreement, the Cardholder Privacy Policy, the Cardholder Terms and Conditions, and the Cardholder Rewards Policy. Everything you need to access, review, and pay your bill is available online. Our website offers you a secure, simple, and secure way to manage your account. Visit our website at www.capitalone.com and register your account to get everything you'll need.

01014P

Capital One

PLEASE RETURN PORTION BELOW WITH PAYMENT
00000000 0 4862362579513998 17 0729670050000329673

New Balance	\$738.67
Minimum Payment Due	\$173.67
Payment Due Date	September 16, 2006
Total enclosed	\$
Account Number	4862-3625-7951-3998

CAPITAL ONE BANK
P.O. Box 790216
St. Louis, MO 63179-0216

#9021018921138638# MAIL 1D NUMBER
HEATHER N HEEFER
644 ELLIOTT ST
COMMERCIALVILLE PA 16833-1207

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

Payments, Credits and Adjustments

Transactions	
1 17 AUG PAST DUE FEE	\$23.00

Note: Inland by fire insurance - so we've temporarily suspended your charging privileges. If you don't make a payment by the due date, we'll charge off your account. If your account is reported to credit bureaus as delinquent, it'll have a serious impact on your credit report. Please don't let this happen. If you're having trouble making your payment, please call 1-800-935-7070. We'll work with you to resolve this matter.

You were assessed a past due fee of \$23.00 on 08/17/2006 because your minimum payment was not received by the due date of 08/16/2006. 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

Previous Balance	Interest rate	Period	Annual Percentage Rate	Finance Charge
PROCHASS	4.28.12	07/12/06	28.15%	\$15.02
CASH	4.28.12	07/12/06	28.15%	\$11.53
ANNUAL PERCENTAGE RATE applied this period			28.15%	

Please print or type your name and address on the enclosed envelope. Please print or type your name and address on the enclosed envelope.

Name _____ Apt. # _____

City _____ State _____ ZIP _____

Home Phone _____ Alternate Phone _____

Email Address _____

EXHIBIT

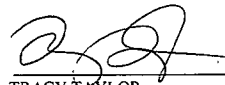
VERIFICATION

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

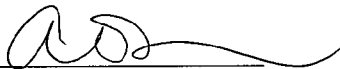
vs

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

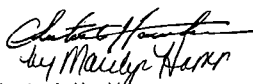
FILED
0125781
JUL 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

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
Sheriff

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

Plaintiff

Capital one Bank
(USA), NA

NO. ~~2008-621-CP~~
2008-621-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 \$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

7. Denied: capital one had not called or sent
me bills for a year so I forgot ~~about~~ 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.

FILED
AUG 08 2008
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.

TYPE OF PLEADING:

PRAECIPE 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
MJI:58/54 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.

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 Praeipe 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. #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,

vs.

HEATHER N HEPFER,

Defendant.

Case No.: 2008-621-CD

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

FILED *no*
m/11:58/01 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. Biful, Esquire
Pa. I.D.# 96598
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:

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

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.

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 XXXXXXXXXXXXXXXX3998 .

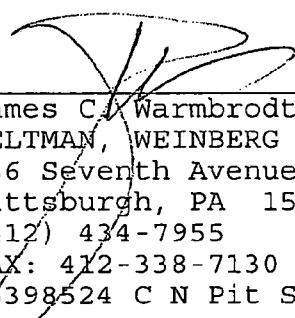
4. Defendant made use of said credit card and has a current balance due of \$1146.12 , as of March 10, 2008 .

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.

Capital One

PLATINUM VISA ACCOUNT
4862-3625-7951-3998

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	\$100
Credit Line for Cash	\$100
Available Credit for Cash	\$100

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

Capital One

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 \$	
Account Number:	4862-3625-7951-3998

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

061014



#9023018921138638# MAIL ID NUMBER
HEATHER N HEPER
644 FIBERT ST
CUMMINGSVILLE PA 16833-1207



Finance Charges				
Please see reverse side for important information				
	Balance rate applied to	Period	Computation	FINANCE CHARGE
PURCHASES	6.28%12	07/12%12	28.15%	\$15.02
CASH	6.28%12	07/12%12	28.15%	\$1.53
ANNUAL PERCENTAGE RATE applied this period				28.15%

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

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

EXHIBIT

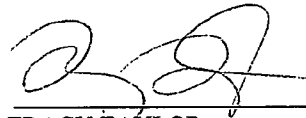
VERIFICATION

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. ~~2008-621-CP~~
2008-621-CP

Defendant

: Heather N. Hepfer

ANSWER

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

MM1

6398524

FILED
JUN 18 2008
MLH:15/15
Notary Public
Prothonotary/Clerk of Courts
NO 9/6

(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.

Date: 4/20/2009

Clearfield County Court of Common Pleas

NO. 1929060

Time: 02:06 PM

Receipt

Page 1 of 1

Received of: Weltman Weinberg & Reis

\$

1.00

One and 00/100 Dollars

Case: 2008-00621-CD

Plaintiff: Capital One Bank (USA), NAvs.H

Amount

Copy Fee

1.00

Total:

1.00

Check: 8868228

Payment Method: Check

Amount Tendered:

1.00

Change Returned:

0.00

Clerk: LMILLER

William A. Shaw, Prothonotary/Clerk of Cou

By: _____

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

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

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

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

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

Admitted _____

Denied _____

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

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from 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:

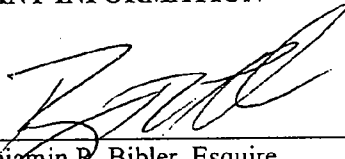
\$1146.12 is a correct and accurate current balance of the credit card account in question.

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 ID #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.

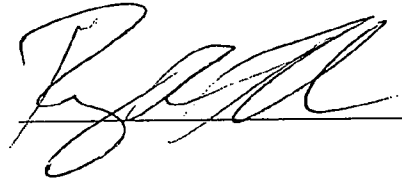
Date

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 '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!

Capital One®
what's in your wallet?™

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

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

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 @

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

056834

#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.

60398524

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17805 0100
5583AS
2

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

Important Notice: 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 envelope and 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!

Capital One
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:
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	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.

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$169.02	.05493% P	20.05%	\$2.88
CASH	\$14.59	.05493% P	20.05%	\$2.25

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 \$
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

057288

#9026118921138633# 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:

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 0 0100
57286S
2

1. How To Avoid A Finance Charge.
 - a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
 2. Average Daily Balance (Including New Purchases).
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (i.e., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
 3. Annual Percentage Rate (APR).
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July or October.
 - c. If the code D (Prime), E (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
 4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than 17% late fees listed herein that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
 5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
 6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- ### BILLING RIGHTS SUMMARY
- (In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † Special Rule For Credit Card Purchases
If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
† Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 011GLBAK

Important Notice: 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 at least five (5) business days for postal delivery by 3 p.m. on the day we receive them. Our business days are Monday through Saturday, excluding holidays. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. 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!

Capital One
what's in your wallet?™

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:
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	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	.05699% P	20.80%	\$2.72
CASH	\$53.18	.05699% P	20.80%	\$3.91

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 @

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

057504

#9029118921138630# 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:

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 O 0100
57504S
2

1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. Minimum Finance Charge.** 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.** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

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

3. Annual Percentage Rate (APR).

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

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

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

5. Renewing Your Account. If a membership fee

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

6. If You Close Your Account. You can request to close

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

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

7. Using Your Account. Your card or account cannot be

used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

3. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003

Capital One 01GLBAK

Important Notice: 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 envelope, (2) your payment is received in our New York, NY, office at 100 Wall Street by 3:00 p.m. (EST) on the business day following the date of mailing, and (3) you send your payment by first class mail. 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 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 form.

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!

Capital One
what's in your wallet?™

see reverse for details >

027-Q402



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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$147.37	.05699% P	20.80%	\$2.60
CASH	\$48.76	.05699% P	20.80%	\$8.86

ANNUAL PERCENTAGE RATE applied this period

51.76%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0209630020000010007

New Balance \$209.63
Minimum Amount Due \$10.00
Payment Due Date December 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

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

056824

#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:

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.

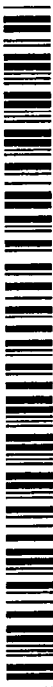
HEATHER N HEPFER

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 0 0100
569245
2

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

- 5. Preserving Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period. If you Close Your Account, you can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

7. Using Your Account.

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

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

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 mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Important Notice: 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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

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:
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	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	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.

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	.05699% P	20.80%	\$5.41
CASH	\$62.04	.05699% P	20.80%	\$1.06

ANNUAL PERCENTAGE RATE applied this period 20.80%

▼ 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

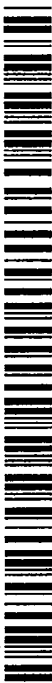
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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

055688

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



17R05 0100
556885
2-5

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

BILLING RIGHTS SUMMARY

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Important Notice: 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 form.

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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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

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 36285
SLC, UT 84130-0285

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.

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 ▼



00000000 0 4862362579513998 17 0498930050000098937

New Balance **\$498.93**
Minimum Amount Due **\$98.93**
Payment Due Date February 17, 2006
Total enclosed \$
Account Number: 4862-3625-7951-3998

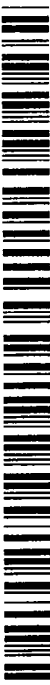
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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

053265

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



17508 0 0100
532855
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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- 2. Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.**
- 3. Annual Percentage Rates (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) Replicated Monthly appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
- 7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † Special Rule For Credit Card Purchases**
If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts**
† Does not apply to business non-credit card accounts
- 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 O1GLBAX

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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

JAN 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

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 30385
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 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.

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 \$
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

0527875



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

1700S 0100
5278/5

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

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

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01161BAK

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 office by 3 p.m. ET (12 p.m. PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited 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 form.

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!

Capital One
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

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

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	.03534% P	12.90%	\$4.71
CASH	\$59.52	.03534% P	12.90%	\$5.59

ANNUAL PERCENTAGE RATE applied this period

12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0501150050000101157

New Balance \$501.15
Minimum Amount Due \$101.15
Payment Due Date April 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

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:

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

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 0100
45775S
Z

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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 debt 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 form.

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

WHOOOPS!

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

**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)

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

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	\$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 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	FINANCE CHARGE
PURCHASES	\$445.22	.03603% P	13.15%	\$4.97
CASH	\$58.64	.03603% P	13.15%	\$6.66

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 \$
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

017779

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

17803 0 0100
17775
2-468

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

*** Does not apply to business non-credit card accounts**

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

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 clearing center by 3 p.m. ET (11 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 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 form.



what's in your wallet?

HEATHER N HEPFER

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.

YOU'RE BEHIND BY
2
PAYMENTS

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.

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

054-07754



PLATINUM VISA ACCOUNT

APR 18 - MAY 17, 2006

4862-3625-7951-3998

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%

▼ 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.

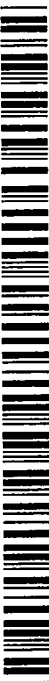
Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

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

016546

#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.



17903 0 0100
16646S
2-5-0

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 now other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

8. 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 or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

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

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Important Notice: 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 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 by 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!

Capital One®
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 St. Louis, MO 63179-0216
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com 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 \$
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:

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R03 O 0100
168945
2-4-076

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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

Important Notice: 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 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 form.

24250S

17503 0 0100
24250S
235

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

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

1. † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Important Notice: 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 envelope and (2) you send the payment by 3 P.M. ET/PT. Payments 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 dish or other item.

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.®**

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.

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

060-07754



PLATINUM VISA ACCOUNT

JUL 18 - AUG 17, 2006

4862-3625-7951-3998

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	\$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**

Transaction	Amount
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.

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 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 \$
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 0 0100
61014P
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you close your account, you can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are 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 added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

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

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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.

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?

YOU'RE BEHIND BY**6****PAYMENTS**

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

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

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

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

058-07754



PLATINUM VISA ACCOUNT

AUG 18 - SEP 17, 2006

4862-3625-7951-3998

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

Payments, Credits and AdjustmentsTransactions

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.

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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$672.65	.07712% D	28.15%	\$16.08
CASH	\$65.51	.07712% 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.



17R03 O 0100
28176S
2

1. **How To Avoid A Finance Charge.**
- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variation between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you Close Your Account, you can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
- If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
‡ Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK

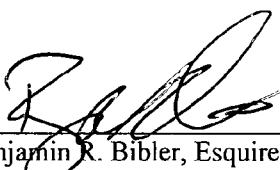
Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon 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 form.

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.

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

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Do
NOT FILE

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).

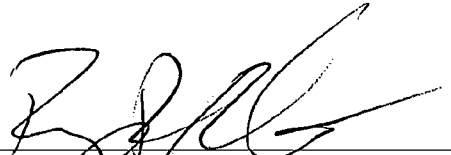
This case warrants summary judgment in plaintiff's favor. Defendant failed to respond to plaintiff's requests for admissions, which have been outstanding since June 17 2009. Under Pennsylvania Rule of Civil Procedure 4014(b), facts are admitted unless, within 30 days after service of the request, the 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:

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

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

urs

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

6/2:40/6

William A. Shaw

Prothonotary/Clerk of Courts

1 CLEAR TO GO

ATTN

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./p.m. Courtroom #1

BY THE COURT:

Judith J. Cimmerman
J.

FILED

AUG 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8-24-09

X You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other

_____ Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

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

CAPITAL ONE BANK USA, N.A.,
Plaintiff

vs

HEATHER N. HEPFER,
Defendant

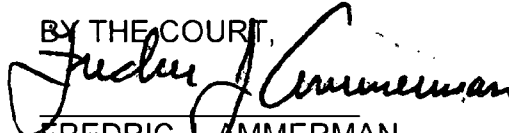
*
*
*
*
*

NO. 08-621-CD

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. AMMERMAN
President Judge

FILED

013138
SEP 22 2009

William A. Shaw
Prothonotary/Clerk of Courts

644 Filbert St.
Curwensville, PA

16833

FILED

SEP 22 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/22/09

____ 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 CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CAPITAL ONE BANK (USA), NA ,

Plaintiff,

v.

NO.: 2008-621-CD

HEATHER N HEPFER

Defendant.

FILED
M/11:00AM
FEB 02 2010 No
CC
Matthew A. Shaw
County Clerk of Courts
(62)

**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 'H. 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!

Capital One
what's in your wallet?™

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
S.L.C., UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	15 AUG	WAL-MART #2129 CLEARFIELD PA	\$44.79
---	--------	------------------------------	---------

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

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

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

056834

#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.

60398524

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "Now 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 "Now Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "Now 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 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, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

17R05 O 0100
58834S
2

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make 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 form.

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!

Capital One
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:
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	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.

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$169.02	.05493% P	20.05%	\$2.88
CASH	\$14.59	.05493% P	20.05%	\$2.25

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 \$
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

057288

#9026118921138633# 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.

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 0 0100
572885 2

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

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. Wire 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 form.

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!

Capital One
what's in your wallet?™

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:
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	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	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$158.37	.05699% P	20.80%	\$2.72
CASH	\$53.18	.05699% P	20.80%	\$3.91

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

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



057504

#9029118921138630# 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.

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 HEPPER

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 0 0100
57504S
2

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGBA8K

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 cash, paper drafts, or your payment. When you send us a check, we make a one-time electronic transfer debit from your bank's checking 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 form.

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!

Capital One
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

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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$147.37	.05699% P	20.80%	\$2.60
CASH	\$48.76	.05699% P	20.80%	\$8.86

ANNUAL PERCENTAGE RATE applied this period

51.76%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0209630020000010007

New Balance \$209.63
Minimum Amount Due \$10.00
Payment Due Date December 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

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

056824

#9032218921138633# 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.

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05-O-0100
58024S
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01GLBAAK

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 stop payment orders, etc. when making your payment. If you send us a check to make a one-time electronic transfer debt 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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

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:
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	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	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.

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	.05699% P	20.80%	\$5.41
CASH	\$62.04	.05699% P	20.80%	\$1.06

ANNUAL PERCENTAGE RATE applied this period

20.80%

556688

▼ 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

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



055688

#9035218921138630# 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.



17005 O 0100
569885
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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

"APR" on the front of this statement.

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the transaction 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 acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003

Capital One 01GLBAAK

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 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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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:
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	\$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 \$
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

053265

#9001818921138637# 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.



17608 O 0100
532855
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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
 2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
 3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
 4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
 5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts
‡ Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One. 01GLBAK

Important Notice: 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) 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 the 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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

JAN 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

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 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.

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 \$
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



17805-0 0100
527875
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, now balance transfers, now special purchases and now other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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 dish 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!

Capital One
what's in your wallet?™

see reverse for details ►

027-0402



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.

PLATINUM VISA ACCOUNT

4862-3625-7951-3998

FEB 18 - MAR 17, 2006

Page 1 of 1

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	.03534% P	12.90%	\$4.71
CASH	\$59.52	.03534% P	12.90%	\$5.59

ANNUAL PERCENTAGE RATE applied this period

12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362579513998 17 0501150050000101157

New Balance \$501.15
Minimum Amount Due \$101.15
Payment Due Date April 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

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



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 block 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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 011GLBAC

17R05 O 0100
457755
2

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to debit 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 form.

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)

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

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 \$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 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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$445.22	.03603% P	13.15%	\$4.97
CASH	\$58.64	.03603% P	13.15%	\$6.66

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 \$
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



017779

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





17R03 O 0100
17779S
2-486

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.
- f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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 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 form.

CapitalOne

what's in your wallet?

HEATHER N HEPFER

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.

YOU'RE BEHIND BY**2****PAYMENTS****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.

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

054-07754



PLATINUM VISA ACCOUNT

APR 18 - MAY 17, 2006

4862-3625-7951-3998

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	Period 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%

▼ 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

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

016546

#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.



17803 O 0100
165468
2-6-98

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

APR on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Capital One 01GLBAC

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 stamps between this and 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!

Capital One
what's in your wallet?™

see reverse for details ►

027-0402



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!

PLATINUM VISA ACCOUNT
4862-3625-7951-3998

MAY 18 - JUN 17, 2006
Page 1 of 1

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 \$
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:

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'HEPPER

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17603 O 0100
16894S
2-4-678

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2002 Capital One 01GLBAC

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 stamps, money orders, etc. when depositing 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.

Capital One

what's in your wallet?

HEATHER N HEPFER

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

056

YOU'RE BEHIND BY**4****PAYMENTS**

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.

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

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

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.

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

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

#9019918921138635# 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 O 0100
242505
23-5

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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- 2. Average Daily Balance (including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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.

Capital One

what's in your wallet?

HEATHER N HEPFER

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

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.

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

060-07754



PLATINUM VISA ACCOUNT

4862-3625-7951-3998

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	\$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 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.

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 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	\$ <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



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.O-0100
61014P
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003

Capital One 01LGLBAK

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 stamps, money orders, etc. when making 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

YOU'RE BEHIND BY**6****PAYMENTS****NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

058

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

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

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

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

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

058-07754



PLATINUM VISA ACCOUNT

AUG 18 - SEP 17, 2006

4862-3625-7951-3998

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

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.

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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$672.65	.07712% D	28.15%	\$16.08
CASH	\$65.51	.07712% D	28.15%	\$1.57

ANNUAL PERCENTAGE RATE applied this period

28.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

28176S



0000000 0 4862362579513998 17 0776320050000776327

New Balance	\$776.32
Minimum Amount Due	\$776.32
Payment Due Date	October 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		

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.



17603 O 0100
261785
2

1. How To Avoid A Finance Charge.

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 Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 01LGLB4K

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.

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 12:17pm
FEB 18 2010 (60)

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. Byler, 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

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 XXXXXXXXXXXXXXXX3998 .

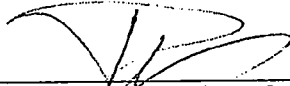
4. Defendant made use of said credit card and has a current balance due of \$1146.12 , as of March 10, 2008 .

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.

Capital One

PLATINUM VISA ACCOUNT
4862-3625-7951-3998

JUL 18 - AUG 17, 2006
Page 1 of 1

Account Summary

Previous Balance	\$684.12
Payments, Credits and Adjustments	\$4.00
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	\$400
Credit Line for Cash	\$400
Available Credit for Cash	\$400

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 10285
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 temporarily 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

	Balance	Period	Compounding	APR	FINANCE CHARGE
PURCHASES	\$628.13	07/18/06		28.15%	\$15.02
CASH	\$63.96	07/18/06		28.15%	\$1.53

ANNUAL PERCENTAGE RATE applied this period

28.15%

Capital One

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 \$
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 _____
E-mail Address _____

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

61014



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

EXHIBIT

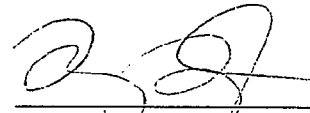
VERIFICATION

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. ~~Capital one~~
2008-621-CD

Defendant

: Heather N. Hepfer

ANSWER

1. Admitted

FILED
MAY 15 2009
CLERK OF COURT
NO 9/C

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:

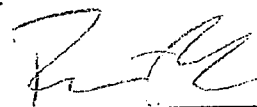
\$1146.12 is a correct and accurate current balance of the credit card account in question.

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 dark ink, appearing to read 'H. 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!

Capital One
what's in your wallet?™

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
---	--------	------------------------------	---------

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

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

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

056834

#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.

60398524

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.

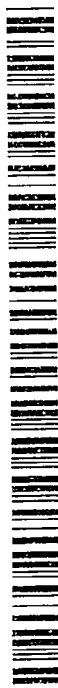
Name: HEATHER N HEPFER

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



17R05 O 0100
560345
2

1. How To Avoid A Finance Charge.

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

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

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the previous 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, transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code "2" or "H" appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. Annual Percentage 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 index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reported 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 index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

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

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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

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 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 automatic debits. 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!

Capital One
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:
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 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.

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$169.02	.05493% P	20.05%	\$2.88
CASH	\$14.59	.05493% P	20.05%	\$1.25

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 \$
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 Alternative Phone
E-mail Address

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

057288

#9026118921138633# 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: _____

Please print clearly in block 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 #: 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/privacy/legal/privacy.shtml>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be posted by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code "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 "H" appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of 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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlook and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account/Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>1.† Special Rule For Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts † 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 01GLB4K</p>
--	--	---

17805 0 0100
572885
2

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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!

Capital One
what's in your wallet?

see reverse for details >

027

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:
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 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!

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$159.37	.05669% P	20.80%	\$2.72
CASH	\$53.18	.05669% P	20.80%	\$3.91

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

New Balance \$196.80
Minimum Amount Due \$10.00
Payment Due Date November 17, 2005
Total enclosed \$
Account Number: #862-3625-7951-3998

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

#9029116921138630# 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.

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new advance transfers, new special purchases and new other 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. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

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

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

2. Average Daily Balance (Including New Purchases).

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

b. If the code 2 or H appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

7. Using Your Account. Your card is subject to our terms of use in connection with any internet gambling transactions.

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

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 mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLWAK

17R05 00100
575045
2

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted on or after that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or F appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage 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 (0 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 index, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code U (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 index, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement 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 ninety-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overdraft fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, and you will be responsible for payment. If there is a membership fee for your account, this 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 conjunction with any business gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, your audited is either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.</p> <p>1. Special Rule For Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts † 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 0116LBAK</p>
--	--	--

17805 010100
562245
2

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT
4862-3625-7951-3998

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	\$400
Credit Line for Cash	\$400
Available Credit for Cash	\$400

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	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	234.69
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.

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	.056999% P	20.30%	\$5.41
CASH	\$62.04	.056999% P	20.30%	\$1.96

ANNUAL PERCENTAGE RATE applied this period

20.80%



▼ 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
E-mail Address	

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

#9035218921138630# MAIL ID NUMBER
HEATHER N HEPER
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.

178005 0 0100
 556885
 25

<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p>	<p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p>	<p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in conjunction with any Internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>1. Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>1 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 regulated service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One O11GLEAK</p>
---	---	--

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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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
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

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 \$
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
E-mail Address

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

#9001818921138637# 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.

17R06 O 0100
522655
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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

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

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

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

1. Special Rule For Credit Card Purchases

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

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

Capital One supports information privacy protection: see our website at www.capitalone.com
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 01L6LBAK

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.

- 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.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

002-0605



PLATINUM VISA ACCOUNT

4862-3625-7251-3228

IAN 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

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 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.

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 \$
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	
E-mail Address		

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

[illegible]

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

17R05 O 0100
52787S
2

1. How To Avoid A Finance Charge.

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

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

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic interest rate is less than \$0.50, we will adjust 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 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 of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

1. Special Rate For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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 01GLBAAK

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 return 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.

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 ➤

627

027-0402



PLATINUM VISA ACCOUNT

4862-3625-7251-3298

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 30295
SLC, UT 84130-0295

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.

15775S

Finance Charges

Please see reverse side for important information.

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$475.61	.03534% P	12.90%	\$4.71
CASH	\$59.52	.03534% P	12.90%	\$5.59

ANNUAL PERCENTAGE RATE applied this period

12.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 0 4862362579513998 17 0501150050000101157

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
E-mail Address	

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

045775

#9007718921138633# MAIL ID NUMBER
HEATHER N HEPFER
644 FILBERT ST
CURWEENSVILLE 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.

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 REPPER

Account #: 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/privacy/legal/privacy.shtml>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

17805 0100
2/27/95

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of

this statement next to the periodic rate(s), the periodic

rates and corresponding ANNUAL PERCENTAGE RATES

may vary quarterly and may increase or decrease based

on the stated indices, as found in *The Wall Street*

Journal, plus the margin previously disclosed to you.

These changes will be effective on the first day of your

billing period covered by your periodic statement ending

in the months January, April, July and October.

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

LIBOR Replicated Monthly) appears on the front of your

statement next to the periodic rate(s), the periodic rates

and corresponding ANNUAL PERCENTAGE RATES may

vary monthly and may increase or decrease based on the

stated indices, as found in *The Wall Street Journal*, plus

the margin previously disclosed to you. These changes

will be effective on the first day of your billing period

each month.

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

Your account will be assessed no more than two of the fees

listed here that occur during any billing period. Under the

terms of your customer agreement, we reserve the right to

waive or not to assess any fees without prior notification to

you without waiving our right to assess the same or similar

fees at a later time.

5. Renewing Your Account.

If a membership fee

appears on the front of this statement, you have 30

days from the date this statement was mailed to you to

avoid paying the fee or to have such fee credited to you

if you cancel your account. During this period, you may

continue to use your account without having to pay the

membership fee. To cancel your account, you must

notify us by calling our Customer Relations Department

and pay your "New Balance" in full (excluding the

membership fee) prior to the end of the thirty-day period.

If you Close Your Account, You can request to close

your account by calling our Customer Relations

Department. You must destroy your credit cards and

account access checks, cancel all preauthorized billing,

and cease using your account. If you do not cancel

preauthorized billing arrangements, we will consider

receipt of a charge your authorization to reopen your

account. Additionally, your account will not be closed

until you pay all amounts you owe us including: any

transactions you have authorized, finance charges, past

due fees, overlimit fees, returned payment fees, cash

advance fees and any other fees assessed to your

account. You are responsible for these amounts whether

they appear on your account at the time you request to

close the account or they are incurred subsequent to

your request to close the account. This may result in

charges appearing on your account after you have

requested the account to be closed or the reopening of

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)

If you think your bill is wrong, or if you need more

information on a transaction or bill, write to us on a

separate sheet as soon as possible at the address for

inquiries shown on the front of this statement. We must

hear from you no later than 60 days after we sent you the

first bill on which the error or problem appeared. You can

call our Customer Relations number, but doing so will not

preserve your rights. In your letter, give us the following

information: your name and account number, the dollar

amount of the suspected error, a description of the error

and an explanation, if possible, of why you believe there is

an error, or if you need more information, a description of

the item you are unsure about. You do not have to pay any

amount in question while we are investigating it, but you

are still obligated to pay the parts of your bill that we 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 acted in good faith to correct the problem with the

merchant, you may have the right not to pay the remaining

amount due on the property or services. You have this

protection only when the purchase price was more than

\$50.00 and the purchase was made in your home state or

within 100 miles of your mailing address. (If we own or

operate the merchant, or if we mailed you the

advertisement for the property or services, all purchases

are covered regardless of amount or location of purchase.)

Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our

website at www.capitalone.com.

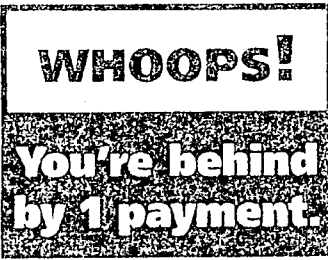
Capital One is a federally registered service mark of Capital

One Financial Corporation. All rights reserved. © 2003

Capital One 0110LBAK

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.

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)

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

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	\$5.00
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	\$300
Credit Line for Cash	\$400
Available Credit for Cash	\$300

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 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	FINANCE CHARGE
PURCHASES	\$445.21	.03603% P	13.15%	\$4.97
CASH	\$58.64	.03603% P	13.15%	\$5.66

ANNUAL PERCENTAGE RATE applied this period

13.15%

PLEASE RETURN PORTION BELOW WITH PAYMENT



00000000 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 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

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

177785
2456

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
 - b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash 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 at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reversing of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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

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

† Does not apply to consumer non-credit card accounts
† Does not apply to business non-credit card accounts
Capital One supports information privacy protection: see our website at www.CapitalOne.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One O11GLBARK

Important Notices: 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.

Capital One

| what's in your wallet?

HEATHER N HEPFER

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.

YOU'RE BEHIND BY

2

PAYMENTS

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.

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

054-07754



PLATINUM VISA ACCOUNT

APR 18 - MAY 17, 2006

4862-3625-7951-3998

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	\$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

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%

▼ 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

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

#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.

17603 0 0100
185418
2-S-D-100

How To Avoid A Finance Charge

1. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges. If you pay your total "New Balance" 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. **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 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 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.

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 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.

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

2. Average Daily Balance (Including New Purchases)

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

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

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

3. Annual Percentage Rates (APR)

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

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

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

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

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

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

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

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

1. † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 0110LBAK

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!

Capital One
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	\$4.00
Total Available Credit	\$0.00
Credit Line for Cash	\$4.00
Available Credit for Cash	\$0.00

At your service

To all 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 St. Louis, MO 63179-0216
St. Louis, MO 63179-0216 SLC, UT 84130-0285

Important Account Information

Take control and start paying your bill online for free. Eliminate the hassle of writing checks, finding stamps, and sealing envelopes. Everything you need to access, review, and pay your bill is available online. Our website offers you a convenient, simple, and secure way to manage your account. Visit www.capitalone.com 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 \$
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
E-mail Address

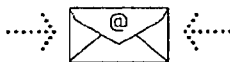
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

016894

#9016518921138638# 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:

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 #: 48623625/9513998

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>.

©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

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

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

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAK

17803 0 0100
1608AS
2-4-02

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.

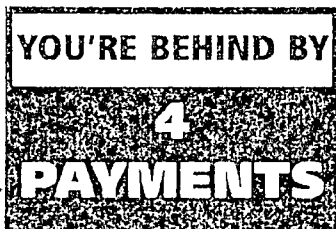
Capital One

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.

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

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
Credit Line for Cash	\$400
Available Credit for Cash	\$0

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 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.

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 rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$579.34	.07644% D	27.90%	\$13.29
CASH	\$62.43	.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 Apt. #
City State ZIP
Home Phone Alternate Phone
E-mail Address

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

024250

#9019S18921138635# 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
242505
23-5

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 for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

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

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the portion 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 acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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

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.

Capital One

what's in your wallet?

HEATHER N HEPFER

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

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.

YOUR ACCOUNT IS

SUSPENDED

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.

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

060-07754



PLATINUM VISA ACCOUNT

JUL 18 - AUG 17, 2006

4862-3625-7951-3998

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	\$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 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.

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 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 \$
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 0 0100
6101dP
2

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR (quoted Monthly)) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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. 01LBLEAK

CapitalOne

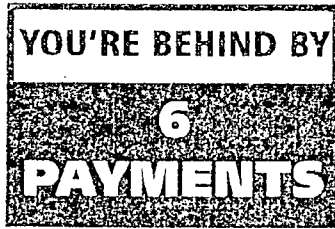
what's in your wallet?

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.

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

058-07754



PLATINUM VISA ACCOUNT

AUG 18 - SEP 17, 2006

4862-3625-7951-3998

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

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.

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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$672.65	.07712% D	28.15%	\$16.08
CASH	\$65.51	.07712% 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 \$
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
E-mail 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.

17R03 0 0100
2017BS
2

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

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.

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
Curwensville, PA 16833

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.

**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,

vs.

HEATHER N HEPFER,

Defendant.

Case No.: 2008-621-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED NoCC
m/12:17pm (66)
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 Praeceptum 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:

Justice J. Ammann
J.

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

☐ Special Instructions:

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

HEATHER N HEPFER

Defendant

No. 2008-621-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

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 cc*
m 1102761
MAR 17 2011
§
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

No. 2008-621-CD

vs.

HEATHER N HEPFER

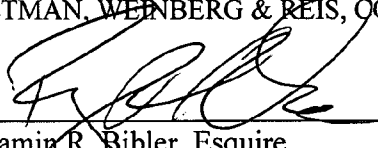
Defendant

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 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

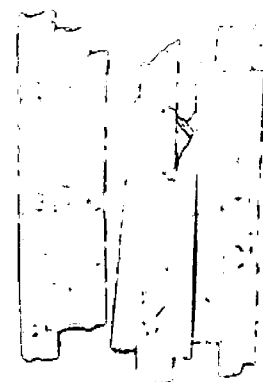
(412) 434-7955

WWR#06398524

Sworn to and subscribed
before me this 8th
day of March, 2010.


NOTARY PUBLIC

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



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:

Frederick J. Zimmerman
J.

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

MAR 03 2010

Attest.

William A. Shaw
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

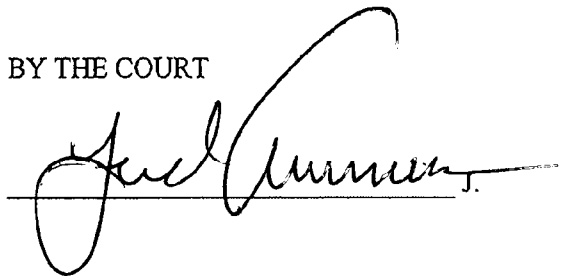
vs.

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

A handwritten signature in black ink, appearing to read "J. W. Shaw", is written over a horizontal line.

FILED 200
01:10:44 PM
MAR 26 2008
Atty Warmbrodt
(610)
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 26 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/26/10

X You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Office

____ 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

5
FILED
m/11:01 Ba CC
SEP 07 2008
William A. Shady
Prothonotary, Clearfield County

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 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 29th
day of April, 2010.


NOTARY PUBLIC

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

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

CAPITAL ONE BANK USA NA,

Plaintiff,

Case No.: 2008-621-CD

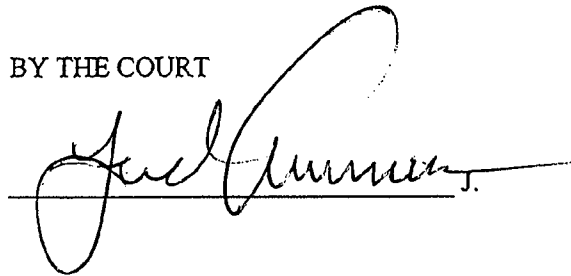
vs.

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 the foregoing is a true
and correct copy of the original
statement filed in this case.

MAR 26 2010

Attest.

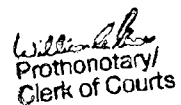

Prothonotary/
Clerk of Courts

EXHIBIT
"1"

FILED

APR 07 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

vs.

HEATHER N HEPFER

Defendant.

Case No.: 2008-621-CD

TYPE OF PLEADING

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

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 ICC Notice
MAY 05 2008 to Def.
William A. Shaw
Prothonotary/Clerk of Courts Atty pd 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. Bittler, 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 5/5/10.

- (xx) 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.
- (xx) Entry of Judgment of
- ☒ Court Order
 - ☐ Non-Pros
 - ☐ Confession
 - ☐ Default
 - ☐ Verdict
 - ☐ Arbitration Award
 - ☐ By Consent
- Prothonotary

Heather N Hepfer
151 Susquehanna Ave
Curwensville Pa 16833

By: William L. Hargrove
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

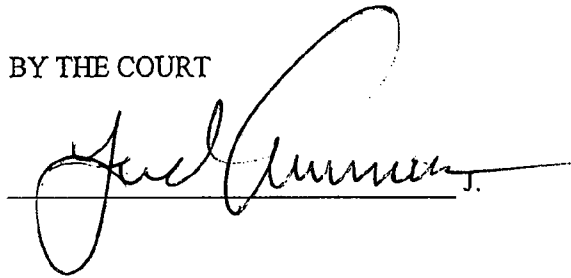
vs.

HEATHER N HEPFER,
Defendant.

ORDER OF COURT

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 this to be a true
and correct copy of the original
statement filed in this case.

MAR 26 2010

Attest.

William L. Ben
Prothonotary/
Clerk of Courts

Pro-Sc

WWR No. 6398524

06348524

FILED

MAY 05 2010

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