



## COMMONWEALTH OF PENNSYLVANIA

## NOTICE OF APPEAL

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

FROM

DISTRICT COURT JUDGMENT

JUDICIAL DISTRICT

COMMON PLEAS NO:

08-2340-CJ

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case mentioned below.

NAME OF APPELLANT <b>CAPITAL ONE BANK</b>		MAGISTERIAL DISTRICT NO OR NAME OF MAGISTERIAL DISTRICT JUDGE 46-3-01 <b>Patrick N. Ford</b>	
ADDRESS OF APPELLANT 400 Market Street 6th Floor	CITY Philadelphia	STATE PA	ZIP CODE 19106
DATE OF JUDGMENT 11-17-08	IN THE CASE OF (PLAINTIFF) Capital One Bank		
CLAIM NO: CV 20 08-433 LT 20		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Sherri Rougeux</i> Arthur Lashin, Esquire #23425 (215) 928-1400	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No.1008B.

This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No.1001(6) in action before Magisterial District Judge, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent.

RULE: To \_\_\_\_\_, appellee(s)  
Name of appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in the appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

**FILED**

DEC 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

\_\_\_\_\_  
Signature of Prothonotary or Deputy

COURT FILE TO BE FILED WITH PROTHONOTARY

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**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

*(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the Magisterial District Judge designated therein on *(date of service)* \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_  
☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was address on \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Signature of Official before whom affidavit was made*

\_\_\_\_\_  
*Title of Official*

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

## COMMONWEALTH OF PENNSYLVANIA

## NOTICE OF APPEAL

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

JUDICIAL DISTRICT

46<sup>m</sup>

FROM

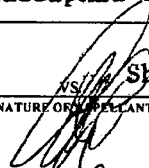
DISTRICT COURT JUDGMENT

COMMON PLEAS NO:

08-2340-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case mentioned below.

NAME OF APPELLANT <b>CAPITAL ONE BANK</b>		MAGISTERIAL DISTRICT NO OR NAME OF MAGISTERIAL DISTRICT JUDGE 46-3-01 <b>Patrick N. Ford</b>	
ADDRESS OF APPELLANT <b>400 Market Street 6th Floor</b>	CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19106</b>
DATE OF JUDGMENT <b>11-17-08</b>	IN THE CASE OF (PLAINTIFF) <b>Capital One Bank</b>		
CLAIM NO: <b>CV 20 08-433</b> <b>LT 20</b>		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  <b>Arthur Lashin, Esquire #23425</b> <b>(215) 928-1400</b>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No.1008B.

This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

*If appellant was Claimant (see Pa. R.C.P.J.P. No.1001(6) in action before Magisterial District Judge, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.*

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_, appellee(s)  
Name of appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in the appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Prothonotary or Deputy

NOTICE OF APPEAL  
FROM  
DISTRICT COURT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
CLERK OF COURT

JUDICIAL DISTRICT

40

COMMON PLEAS NO:

08-9340-02

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case mentioned below.

NAME OF APPELLANT	ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
APPELLANT'S NAME	100 BROAD STREET 6th Floor	Philadelphia	PA	19106
MAGISTERIAL DISTRICT NO OR NAME OF MAGISTERIAL DISTRICT JUDGE	JUDGE: J. J. J.			

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA  
AFFIDAVIT: I, the undersigned, do hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the Magisterial District Judge designated therein on (date of service) \_\_\_\_\_, by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was address on \_\_\_\_\_, by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Signature of Affiant  
Signature of Official before whom affidavit was made

Title of Official  
My commission expires on \_\_\_\_\_, 20\_\_\_\_

My commission expires on \_\_\_\_\_, 20\_\_\_\_

My commission expires on \_\_\_\_\_, 20\_\_\_\_

My commission expires on \_\_\_\_\_, 20\_\_\_\_

My commission expires on \_\_\_\_\_, 20\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE**

**PO BOX 452**

**DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

PLAINTIFF:

NAME and ADDRESS

**CAPITAL ONE BANK**

**%HAYT, HAYT**

**400 MARKET STR, 6TH FLOOR**

**PHILADELPHIA, PA 19106**

VS.

DEFENDANT:

NAME and ADDRESS

**ROUGEUX, SHERRI**

**145 LARSON ROAD**

**CURWENSVILLE, PA 16833**

**ATTORNEY FOR PLAINTIFF :**

**ARTHUR LASHIN**

**%HAYT, HAYT**

**400 MARKET STREET, 6TH FL**

**PHILADELPHIA, PA 19106**

Docket No.: **CV-0000433-08**

Date Filed: **9/22/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **11/17/08**

☒ Judgment was entered for: (Name) **ROUGEUX, SHERRI**

☒ Judgment was entered against: (Name) **CAPITAL ONE BANK**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

11-17-08 Date Patrick N. Ford, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**.

SEAL

AOPC 315-07

**DATE PRINTED: 11/17/08 10:38:00 AM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-01**  
MDJ Name: Hon.  
**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321 15801**

PLAINTIFF: NAME and ADDRESS  
**CAPITAL ONE BANK**  
**%HAYT, HAYT**  
**400 MARKET STR, 6TH FLOOR**  
**PHILADELPHIA, PA 19106**  
VS.  
DEFENDANT: NAME and ADDRESS  
**ROUGEUX, SHERRI**  
**145 LARSON ROAD**  
**CURWENSVILLE, PA 16833**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

Docket No.: **CV-0000433-08**  
Date Filed: **9/22/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **11/17/08**

☒ Judgment was entered for: (Name) **ROUGEUX, SHERRI**

☒ Judgment was entered against: (Name) **CAPITAL ONE BANK**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**FILED**

**DEC 10 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**11-17-08** Date **Patrick N. Ford - PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

## COMMONWEALTH OF PENNSYLVANIA

COUNTY OF: CLEARFIELD

## CIVIL COMPLAINT

Mag. Dist. No.: 46-3-01

MDJ Name: Hon. Patrick N Ford

Address: 309 Maple Avenue  
P.O. Box 452  
DuBois, PA 15801

Telephone: (814) 371-5321

## PLAINTIFF:

NAME and ADDRESS

CAPITAL ONE BANK

400 Market Street 6th Floor  
Philadelphia, PA 19106

VS.

## DEFENDANT:

NAME and ADDRESS

SHERRI ROUGEUX

145 LARSON RD

CURWENSVILLE PA 16833

	AMOUNT	DATE PAID
FILING COSTS	\$ 79.00	9/22/03
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$	/ /

Docket No.: CV-433-08  
Date Filed: 9-22-03

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ \$1,152.72 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Account Number: 5178051931272700

Plaintiff issued a revolving credit account to defendant which was subject to terms and conditions as outlined and agreed upon by Defendant which included but were not limited to, interest, and all court and collections costs in the event of default in payment. Defendant utilized said revolving credit account to obtain extensions of credit which Defendant used for the purchase of products, goods, and/or for obtaining services from Plaintiff. Despite Plaintiff's reasonable and repeated demands for payment, Defendant has failed, refused, and continues to refuse to pay all sums due and owing on Defendant's account balance, all to the damage and detriment of Plaintiff. As a consequence of the foregoing there is presently due and owing to Plaintiff the above indicated sum.

I, Arthur Lashin, Esquire

verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Arthur Lashin, Esquire, #23425

Plaintiff's

Attorney: Arthur Lashin, Esquire HHL # 266641

Address: Hayt, Hayt &amp; Landau, 400 Market St.,

Telephone: (215) 928-1400

6<sup>th</sup> Floor, Philadelphia, PA 19106

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

FILED

M110-2040  
FEB 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Amy  
ICC Sheriff

(610)

HAYT, HAYT & LANDAU, LLC  
By: Arthur Lashin, Esquire  
Identification No. 23425  
400 Market Street  
Suite 600  
Philadelphia, PA 19106-2513  
(215) 928-1400

Attorney for Plaintiff

CLEARFIELD COUNTY

COURT OF COMMON PLEAS  
CIVIL DIVISION

CAPITAL ONE BANK

4851 COX ROAD  
GLEN ALLEN, VA 23060

vs.

TERM.

SHERRI L ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833

No. 08-2340-CD

CIVIL ACTION

**"NOTICE**

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

RAYMOND BILLOTTE, COURT ADMIN.  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD PA, 16830  
814-765-2541

**"AVISO**

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CIVIL ACTION

1. Plaintiff CAPITAL ONE BANK is a business entity securing or collection debts, with offices located at: 4851 COX ROAD, GLEN ALLEN, VA 23060.

2. Defendant(s) SHERRI L ROUGEUX is/are individual(s) residing at 145 LARSON RD, CURWENSVILLE, PA 16833.

3. Upon application by Defendant(s) a Credit/Revolving Charge Account was established for Defendant(s) and assigned account number 5178051931272700; a copy of the account Agreement is attached hereto, made part hereof, and marked Plaintiff's Exhibit "A".

4. Defendant(s) subsequently utilized the aforesaid account to make various purchases and/or receive cash advances, thereby incurring payment obligations to Plaintiff under the terms of The Agreement.

5. Defendant(s) defaulted upon The Agreement by failing to adhere to the repayment terms contained therein, and in accordance therewith, the entire remaining balance became due and immediately payable.

6. As a consequence of the foregoing there is presently due and owing to Plaintiff by Defendant(s) the following amounts:

Unpaid Balance:	\$866.56
Interest:	\$286.16
TOTAL DUE	<u>\$1,152.72</u>

7. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$1,152.72 together with interest and costs.

HAYT, HAYT AND LANDAU

By: 

ARTHUR LASHIN #23425  
Attorney for Plaintiff

## CUSTOMER AGREEMENT

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

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

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

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

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

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

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

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

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

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

### Finance Charge Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement without losing them.

**Changes in Terms.** We may amend or change any part of your Agreement, including the periodic rates and other charges, or add or remove requirements (including adding new requirements of the same or a different nature as the existing requirements in this Agreement) at any time. If we do so, we will give you notice if required by law of such amendment or change. Notice will be mailed to the last billing address indicated in our records. (However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice.) Changes to the annual percentage rate(s) will apply to your account balance from the effective date of the change, whether or not the account balance included items billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

**Applicable Law.** This Agreement will be governed by Virginia law and Federal law. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

**Lost or Stolen Cards or Account Access Checks.** If your cards or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number shown on the front of your periodic statements. You will not be liable in any amount for unauthorized use of your cards or account access checks.

**Your Billing Address.** You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

**Communications.** We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account as is more fully discussed in the Capital One privacy policy, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us.

**Cardholder Benefits.** Cardholder benefits may be changed or terminated without notice. The benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of the third parties.

**U.S. Currency.** If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. dollars using Visa or MasterCard regulations and conversion procedures in effect at the time. Visa or MasterCard may increase the conversion rate and keep this increased amount. The rate in effect on the conversion date may differ from the rate used on the transaction date.

#### ARBITRATION:

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

**IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.**

**Special Definitions for this Arbitration Provision.** For the purposes of this arbitration provision ("Arbitration Provision"), the following definitions shall apply in addition to the definitions set forth in this Customer Agreement ("Agreement"):

"We," "us" and "our" mean the owner of your account (Capital One Bank or Capital One, F.S.B.), its parent, and their direct and indirect subsidiaries and affiliates, as well as all of their respective employees, officers, directors, licensees, predecessors, successors, and assigns.

"Claim" means any claim, controversy, or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- this Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation, or termination of your account
- any disclosures, advertisements, promotions, or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest, or other charges assessed to your account, or their calculation
- any products, services, or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation, or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts, or coupons) whether or not we offered, introduced, sold, or provided them
- our receipt, use, or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading, or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory, or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance, or wrongful acts or omissions of any type, whether negligent, reckless, or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs, or a trustee in bankruptcy)

• for which we may be directly or indirectly liable under any theory, including respondent superior or agency (even if we are not properly named at the time the Claim is made)

• now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued

• made as part of a class action, private attorney general action, or other representative or collective action, which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

**Arbitration Administrators.** One of the following arbitration administrators ("Administrator" or, collectively, "Administrators") will administer the arbitration:

JAMS	American Arbitration Ass'n	National Arbitration Forum
1820 Main St., Ste. 300	335 Madison Ave., Floor 10	P.O. Box 50191
Irvine, CA 92610	New York, NY 10017-4605	Minneapolis, MN 55405
<a href="http://www.jamsadr.com">www.jamsadr.com</a>	<a href="http://www.adr.com">www.adr.com</a>	<a href="http://www.arbitration-forum.com">www.arbitration-forum.com</a>

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules, and claim forms.

**Election and Initiation of Arbitration.** You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder, and is not made as part of a class action, private attorney general action, or other representative or collective action.

You and we must follow the rules of the Administrators to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23285-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will charge the Administrator at your request if you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

**Procedures and Law Applicable in Arbitration.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award any damages or other relief permitted by applicable substantive law, but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state, or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

**Costs.** The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's fees and the fees and costs relating to attorneys, experts, and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

**No Consolidation or Joinder of Parties.** The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate, or otherwise bring Claims related to two or more accounts, individuals, or account holders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action, or other representative or collective action in arbitration, nor may you or we pursue such actions in Court if any party has elected arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim as to which arbitration has been elected.

**Judgment, Enforcement, Finality, and Appeal.** The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

**Miscellaneous, Waiver, Severability, Survival.** If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or changes of this Agreement, your account, and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern.

**MASTERCARD®**  
**ACCEPTANCE CERTIFICATE**

5069197804990 012 012

Sherri Rougeux  
504 Sleepy Hollow Rd  
Philipsburg, PA 16866

Please cross out  
and change name  
and address if  
necessary.

**G U A R A N T E E D**

☐ Yes ☒ No I would be interested in blank checks for cash advances.  
☐ Yes ☒ No I have a checking account.

Social Security Number

195 62 7122

Date of Birth

122165

Home Phone

814 343 4529

Current Business Phone (optional)

814 765 2431

PLEASE FOLD ALONG THE DOTTED LINE - DO NOT CUT!

This Offer Expires: **July 24, 2001**

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

*Sherri Rougeux* 6/14/01  
Signature Date



1628

**Special Capital One Cardholder Offer!**



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

**\$497\***

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

**SIGN UP TODAY!**  
**1-888-587-9669**  
Mention Offer Code: EMERALD  
Or visit [www.peoplepc.com/go/emerald](http://www.peoplepc.com/go/emerald)

003

**peoplepc™ online**  
A better way to Internet.

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

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

**UNLIMITED INTERNET ACCESS**



PLATINUM MASTERCARD ACCOUNT

FEB 06 - MAR 05, 2006

5178-0519-3127-2700

Page 1 of 1

#### Account Summary

Previous Balance	\$477.94
Payments, Credits and Adjustments	\$35.00
Transactions	\$3.94
Finance Charges	\$6.61

New Balance	\$453.49
Minimum Amount Due	\$13.00
Payment Due Date	April 05, 2006

Total Credit Line	\$500
Total Available Credit	\$46.51
Credit Line for Cash	\$500
Available Credit for Cash	\$46.51

#### 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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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

#### Important Account Information

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

#### Payments, Credits and Adjustments

1	06 FEB	CAPITAL ONE ONLINE ACH PAYMENT	\$35.00-
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#### Transactions

2	05 MAR	PAYMENT PROTECTION 1-888-527-6904	\$3.94
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#### Finance Charges

*Please see reverse side for important information*

	<i>Balance rate applied to</i>	<i>Periodic rate</i>	<i>Corresponding APR</i>	<b>FINANCE CHARGE</b>
PURCHASES	\$446.11	.05288% D	19.30%	\$6.61
CASH	\$0.00	.05288% D	19.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

19.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051931272700 05 0453490035000013009

New Balance	\$453.49
Minimum Amount Due	\$13.00
Payment Due Date	April 05, 2006

Total enclosed \$   
Account Number: 5178-0519-3127-2700

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

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

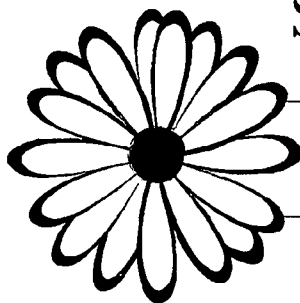
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217



#9006420578592979# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

**EXHIBIT "A"**

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



# Show Mom your love!

Special savings for Capital One® Cardholders!

Save **15%**\*

on your next purchase when  
you use Promotion Code **CAP66**  
(See reverse for details)

Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14<sup>th</sup>

**1-800-flowers.com**<sup>SM</sup>

Your florist of choice.

Call 1-800-FLOWERS® (1-800-356-9377) or Click [www.1800flowers.com](http://www.1800flowers.com) today!



PLATINUM MASTERCARD ACCOUNT

MAR 06 - APR 05, 2006

5178-0519-3127-2700

Page 1 of 1

## Account Summary

Previous Balance	\$453.49
Payments, Credits and Adjustments	\$30.00
Transactions	\$3.77
Finance Charges	\$7.40
<b>New Balance</b>	<b>\$434.66</b>
Minimum Amount Due	\$13.00
Payment Due Date	May 05, 2006
Total Credit Line	\$500
Total Available Credit	\$65.34
Credit Line for Cash	\$500
Available Credit for Cash	\$65.34

## 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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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

## Payments, Credits and Adjustments

1	31 MAR	CAPITAL ONE ONLINE ACH PAYMENT	\$30.00-
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## Transactions

2	05 APR	PAYMENT PROTECTION 1-888-527-6904	\$3.77
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## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$451.29	.05288% D	19.30%	\$7.40
CASH	\$0.00	.05288% D	19.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

19.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 7 5178051931272700 05 0434660030000013006

New Balance **\$434.66**  
Minimum Amount Due **\$13.00**  
Payment Due Date **May 05, 2006**

Total enclosed \$   
Account Number: 5178-0519-3127-2700

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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

008714

#9009620578592971# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

**EXHIBIT "A"**

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

**WHOOOPS!**

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

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

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

**GOOD CREDIT = GOOD CREDIT REFERENCES**

**BETTER INTEREST RATES**

(good credit could mean lower interest rates)

**IMPROVED CHANCES TO GET APPROVED FOR**

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

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053-08106



PLATINUM MASTERCARD ACCOUNT  
5178-0519-3127-2700

APR 06 - MAY 05, 2006

Page 1 of 1

**Account Summary**

Previous Balance \$434.66  
Payments, Credits and Adjustments \$0.00  
Transactions \$32.87  
Finance Charges \$7.04

New Balance \$474.57  
Minimum Amount Due \$27.00  
Payment Due Date June 05, 2006

Total Credit Line \$500  
Total Available Credit \$25.43  
Credit Line for Cash \$500  
Available Credit for Cash \$25.43

**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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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	05 MAY	PAST DUE FEE	\$29.00
2	05 MAY	PAYMENT PROTECTION 1-888-527-6904	3.87

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 05/05/2006 because your minimum payment was not received by the due date of 05/05/2006. 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	\$438.05	.05356% D	19.55%	\$7.04
CASH	\$0.00	.05356% D	19.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

19.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051931272700 05 0474570030000027002

New Balance \$474.57  
Minimum Amount Due \$27.00  
Payment Due Date June 05, 2006

Total enclosed \$   
Account Number: 5178-0519-3127-2700

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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

001330

#9012620578592976# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

EXHIBIT "A"

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

**Special Capital One Cardholder Offer!**



**First 3 months half-price**

**\$4.97\***

a month; \$9.95/mo. thereafter

**peoplepc™ online**

A better way to Internet.

**Now with FREE Accelerator™**

when you sign up for 12 months

**SIGN UP TODAY!**

**1-877-778-1207**

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

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

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT

MAY 06 - JUN 05, 2006

5178-0519-3127-2700

Page 1 of 1

#### Account Summary

Previous Balance	\$474.57
Payments, Credits and Adjustments	\$30.00
Transactions	\$3.96
Finance Charges	\$7.96
<b>New Balance</b>	<b>\$456.49</b>
Minimum Amount Due	\$13.00
Payment Due Date	July 05, 2006
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$43.51</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$43.51</b>

#### Payments, Credits and Adjustments

1	01 JUN	CAPITAL ONE ONLINE ACH PAYMENT	\$30.00-
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#### Transactions

2	05 JUN	PAYMENT PROTECTION 1-888-527-6904	\$3.96
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**\*\*Important Notice\*\*** Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (A.P.R.s) may increase.

#### 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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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

#### Important Account Information

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

#### Finance Charges

*Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$473.60	.05425% D	19.80%	\$7.96
CASH	\$0.00	.05425% D	19.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

19.80%

7481

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051931272700 05 0456490030000013001

New Balance \$456.49  
 Minimum Amount Due \$13.00  
 Payment Due Date July 05, 2006

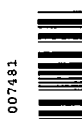
Total enclosed \$

Account Number: 5178-0519-3127-2700

*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, F.S.B.  
 P.O. Box 790217  
 St. Louis, MO 63179-0217

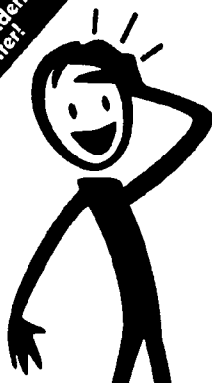


#9015720578592971# MAIL ID NUMBER  
 SHERRI ROUGEUX  
 145 LARSON RD  
 CURWENSVILLE PA 16833-7150

**EXHIBIT "A"**

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

Special  
Capital One  
Cardholder  
Offer!



First 3 months half-price

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

**SIGN UP TODAY!**

**1-877-778-1207**

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

peoplepc™ online  
A better way to Internet.

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

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

**UNLIMITED INTERNET ACCESS**



PLATINUM MASTERCARD ACCOUNT  
5178-0519-3127-2700

JUN 06 - JUL 05, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$456.49
Payments, Credits and Adjustments	\$20.00
Transactions	\$23.05
Finance Charges	\$7.47
<b>New Balance</b>	<b>\$467.01</b>
Minimum Amount Due	\$14.00
Payment Due Date	August 05, 2006
Total Credit Line	\$500
Total Available Credit	\$32.99
Credit Line for Cash	\$500
Available Credit for Cash	\$32.99

**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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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

**Payments, Credits and Adjustments**

1	03 JUL	CAPITAL ONE ONLINE ACH PAYMENT	\$20.00-
---	--------	--------------------------------	----------

**Transactions**

2	05 JUL	CAPITAL ONE MEMBER FEE	\$19.00
3	05 JUL	PAYMENT PROTECTION 1-888-527-6904	4.05

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$458.73	.05425% D	19.80%	\$7.47
CASH	\$0.00	.05425% D	19.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 19.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00G0000 7 5178051931272700 05 0467010020000014005

New Balance **\$467.01**  
Minimum Amount Due **\$14.00**  
Payment Due Date **August 05, 2006**  
Total enclosed \$   
Account Number: 5178-0519-3127-2700

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

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

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

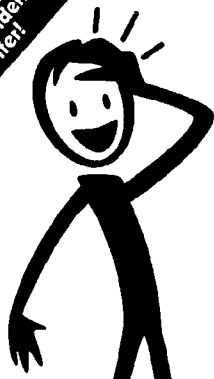
008560

#9018720578592978# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

**EXHIBIT**

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

Special  
Capital One  
Cardholders  
Offer!



First 3 months half-price

**\$497\***  
a month;  
\$9.95/mo. thereafter

**SIGN UP TODAY!**

**1-877-778-1207**

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

peoplepc™ online  
A better way to Internet.

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

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

**UNLIMITED INTERNET ACCESS**



PLATINUM MASTERCARD ACCOUNT

5178-0519-3127-2700

JUL 06 - AUG 05, 2006

Page 1 of 1

**Account Summary**

Previous Balance	\$467.01
Payments, Credits and Adjustments	\$30.00
Transactions	\$3.89
Finance Charges	\$7.99

New Balance	\$448.89
Minimum Amount Due	\$13.00
Payment Due Date	September 05, 2006

Total Credit Line	\$500
Total Available Credit	\$51.11
Credit Line for Cash	\$500
Available Credit for Cash	\$51.11

**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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

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

**Payments, Credits and Adjustments**

1	04 AUG	CAPITAL ONE ONLINE ACH PAYMENT	\$30.00-
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**Transactions**

2	05 AUG	PAYMENT PROTECTION 1-888-527-6904	\$3.89
---	--------	-----------------------------------	--------

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$468.94	.05493% D	20.05%	\$7.99
CASH	\$0.00	.05493% D	20.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

20.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 7 5178051931272700 05 0448890030000013003

New Balance	\$448.89
Minimum Amount Due	\$13.00
Payment Due Date	September 05, 2006

Total enclosed \$   
Account Number: 5178-0519-3127-2700

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, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

008540

#9021820578592971# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

**EXHIBIT "A"**

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

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

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

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

**GOOD CREDIT = GOOD CREDIT REFERENCES**

**BETTER INTEREST RATES**

(good credit could mean lower interest rates)

**IMPROVED CHANCES TO GET APPROVED FOR**

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

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053-08106



PLATINUM MASTERCARD ACCOUNT  
5178-0519-3127-2700

AUG 06 - SEP 05, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$448.89
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.28
Finance Charges	\$7.96
<b>New Balance</b>	<b>\$521.13</b>
Minimum Amount Due	\$28.00
Payment Due Date	October 10, 2006
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

**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, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885

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	22 AUG	UNI-MART #94003 HYDE PA	\$31.01
2	05 SEP	PAST DUE FEE	29.00
3	05 SEP	PAYMENT PROTECTION 1-888-527-6904	4.27

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.

**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 09/05/2006 because your minimum payment was not received by the due date of 09/05/2006. 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	\$467.67	.05493% D	20.05%	\$7.96
CASH	\$0.00	.05493% D	20.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

20.05%

200105

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



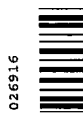
0000000 7 5178051931272700 05 0521130030000028007

New Balance	\$521.13
Minimum Amount Due	\$28.00
Payment Due Date	October 10, 2006
Total enclosed \$	<input type="text"/>
Account Number:	5178-0519-3127-2700

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

Suett	Ap. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885



#9024920578592976# MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE PA 16833-7150

EXHIBIT "A"

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

**CapitalOne**

what's in your wallet?

SHERRI ROUGEUX

500009

**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](http://www.capitalone.com).

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Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$521.13	\$0.00	\$14.27	\$63.02	\$598.42	\$98.42	Nov. 05, 2006

Sep. 06, 2006 — Oct. 10, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5178-0519-3127-2700

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$528.84	0.07712% D	28.15%	\$14.27
Cash	\$0.00	0.07712% D	28.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.15%

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.

**Payments, Credits & Adjustments****Transactions**

1	10 OCT	PAST DUE FEE	\$29.00
2	10 OCT	PAYMENT PROTECTION 1-888-527-6904	\$5.02
3	10 OCT	OVERLIMIT FEE OCT 10, 2006	\$29.00

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



At Your Service 1-800-903-3637

To call Customer Relations or to report a lost or stolen card:



Send payments to:

Capital One, F.S.B. · P.O. Box 70885 · Charlotte, NC 28272-0885



Send inquiries to:

Capital One · P.O. Box 30285 · Salt Lake City, UT 84130-0285

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PAGE 1 of 1

COLR233B

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

7 5178051931272700 05 0598420030000098425

**CapitalOne**

what's in your wallet?

**New Balance**   **Minimum Payment**   **Due Date**

\$598.42

\$98.42

Nov. 05, 2006

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885



Account Number: 5178-0519-3127-2700

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

\*9028420578592973\* MAIL ID NUMBER

SHERRI ROUGEUX

345 LARSON RD

CURWENSVILLE, PA 16833-7150

**EXHIBIT "A"**

Please write your account number on your check or money order made payable to Capital One, F.S.B and mail with this coupon in the enclosed envelope.



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

500010

SHERRI ROUGEUX

**YOU'RE BEHIND BY****3****PAYMENTS**

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

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

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

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500010-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$598.42	\$0.00	\$12.61	\$63.69	\$674.72	\$174.72	Dec. 05, 2006

Oct. 11, 2006 — Nov. 06, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5178-0519-3127-2700

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$605.53	0.07712% D	28.15%	\$12.61
Cash	\$0.00	0.07712% D	28.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.15%

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

**Payments, Credits & Adjustments****Transactions**

1	06 NOV	PAST DUE FEE	\$29.00
2	06 NOV	PAYMENT PROTECTION 1-888-527-6904	\$5.69
3	06 NOV	OVERLIMIT FEE NOV 06, 2006	\$29.00

Under terms previously disclosed to you, some or all of your Annual Percentage Rates (APRs) have been increased since your account was past due twice in the past 12 billing cycles. If your rates have already increased, subsequent delinquencies extended the duration of the increased rates. 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 APR.

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

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

Send payments to:  
Capital One, F.S.B. - P.O. Box 70885 - Charlotte, NC 28272-0885

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

6056

506

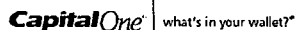
1 7 5 061106

PAGE 1 OF 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

7 5178051931272700 05 0674720030000174725



New Balance	Minimum Payment	Due Date
\$674.72	\$174.72	Dec. 05, 2006

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885

Account Number: 5178-0519-3127-2700

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

#9031120578592974# MAIL ID NUMBER

SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE, PA 16833-7150

**EXHIBIT "A"**

Please write your account number on your check or money order made payable to Capital One, F.S.B and mail with this coupon in the enclosed envelope.



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

500011

SHERRI ROUGEUX

**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.

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500011-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$674.72	\$0.00	\$15.28	\$35.39	\$725.39	\$225.39	Jan. 05, 2007

Nov. 07, 2006 — Dec. 05, 2006

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5178-0519-3127-2700

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

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.

**Payments, Credits & Adjustments****Transactions**

1	05 DEC	PAST DUE FEE	\$29.00
2	05 DEC	PAYMENT PROTECTION 1-888-527-6904	\$6.39

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$683.05	0.07712% D	28.15%	\$15.28
Cash	\$0.00	0.07712% D	28.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.15%

Under terms previously disclosed to you, some or all of your Annual Percentage Rates (APRs) have been increased since your account was past due twice in the past 12 billing cycles. If your rates have already increased, subsequent delinquencies extended the duration of the increased rates. 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 APR.

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 for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

**At Your Service 1-800-903-3637**

To call Customer Relations or to report a lost or stolen card:

**Send payments to:**

Capital One, F.S.B. P.O. Box 70885 - Charlotte, NC 28272-0885

**Send inquiries to:**

Capital One - P.O. Box 30285 - Salt Lake City, UT 84130-0285

6056

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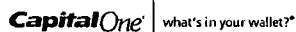
1 7 5 361205

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

7 5178051931272700 05 0725390030000225397



New Balance	Minimum Payment	Due Date
\$725.39	\$225.39	Jan. 05, 2007

PLEASE PAY AT LEAST THIS AMOUNT

**Amount Enclosed**

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885

**Account Number: 5178-0519-3127-2700**

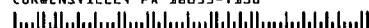
Please print address or phone number changes below using blue or black ink.

**Address****Home Phone****Alternate Phone****E-mail address**

@

\*9034020578592973\* MAIL ID NUMBER

SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE, PA 16833-7150

**EXHIBIT "A"**

Please write your account number on your check or money order made payable to Capital One, F.S.B and mail with this coupon in the enclosed envelope.

# IT'S STILL NOT TOO LATE.

500012

SHERRI ROUGEUX

**YOU'RE BEHIND BY**  
**5**  
**PAYMENTS**

Your account is unusable. But, we can help you prevent further damage to your credit record. Please pay the amount due on your statement within 30 days. Remember we're here to help!

Let's work together 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.

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500012-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$725.39	\$0.00	\$17.57	\$29.00	\$771.96	\$271.96	Feb. 05, 2007

Dec. 06, 2006 — Jan. 05, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**  
5178-0519-3127-2700

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$734.77	0.07712% D	28.15%	\$17.57
Cash	\$0.00	0.07712% D	28.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.15%



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



**Send payments to:**  
Capital One, F.S.B. P.O. Box 70885 · Charlotte, NC 28272-0885



**Send inquiries to:**  
Capital One · P.O. Box 30285 · Salt Lake City, UT 84130-0285

You're behind by five payments so we've permanently suspended your charging privileges. If you don't make a sufficient payment within 30 days of the Payment Due Date shown on this statement, we'll charge off your account and report the charged-off status to the national credit bureaus. Please don't let this happen. If you're feeling overwhelmed, call us at 1.800.955.6600. We'll work with you to resolve this matter.

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 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 account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Payments, Credits & Adjustments**

**Transactions**

1	05 JAN	PAST DUE FEE	\$29.00
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Under terms previously disclosed to you, some or all of your Annual Percentage Rates (APRs) have been increased since your account was past due twice in the past 12 billing cycles. If your rates have already increased, subsequent delinquencies extended the duration of the increased rates. 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 APR.

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 for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

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1 7 5 070105

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

7 5178051931272700 05 0771960030000271963

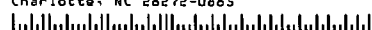
**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$771.96	\$271.96	Feb. 05, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885



**Account Number: 5178-0519-3127-2700**

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

9000620578592970 MAIL ID NUMBER  
SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE, PA 16833-7150



## EXHIBIT "A"

Please write your account number on your check or money order made payable to Capital One, F.S.B and mail with this coupon in the enclosed envelope.

SHERRI ROUGEUX

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

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

500013

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

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

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

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

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500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$771.96	\$0.00	\$18.69	\$29.00	\$819.65	\$319.65	Mar. 05, 2007

Jan. 06, 2007 — Feb. 05, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account  
5178-0519-3127-2700

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. 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 account and start rebuilding your credit with Capital One.

**\*\*Important Notice\*\*** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$781.89	0.07712% D	28.15%	\$18.69
Cash	\$0.00	0.07712% D	28.15%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.15%

**Payments, Credits & Adjustments**

Transactions	
1 05 FEB PAST DUE FEE	\$29.00

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

**Send payments to:**  
Capital One, F.S.B. • P.O. Box 70885 • Charlotte, NC 28272-0885

**Send inquiries to:**  
Capital One • P.O. Box 30285 • Salt Lake City, UT 84130-0285

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 for loss events described in your Payment Protection agreement. Call Stonebridge Benefit Services at 1-888-527-6904 to see if your situation qualifies for benefits.

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

\*\*\* Please Note \*\*\* Some of the terms of your account are changing. Please read the enclosed notification.

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1 7 5 070205

PAGE 1 of 2

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

7 5178051931272700 05 0819650030000319655

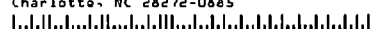
**CapitalOne** what's in your wallet?

New Balance	Minimum Payment	Due Date
\$819.65	\$319.65	Mar. 05, 2007

PLEASE PAY AT LEAST  
THIS AMOUNT

Amount Enclosed

Capital One, F.S.B.  
P.O. Box 70885  
Charlotte, NC 28272-0885



Account Number: 5178-0519-3127-2700

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

9003720578592975 MAIL ID NUMBER

SHERRI ROUGEUX  
145 LARSON RD  
CURWENSVILLE, PA 16833-7350

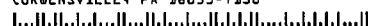


EXHIBIT "A"

Please write your account number on your check or money order made payable to Capital One, F.S.B and mail with this coupon in the enclosed envelope.

**CAPITAL ONE BANK (USA), N.A.,**  
*Plaintiff,*

v.

**SHERRI ROUGEUX**  
*Defendant(s).*

**AFFIDAVIT**

The undersigned, being duly sworn, makes the following oath:

1. I am over 18 years old and competent to make this affidavit. I am an authorized agent of Plaintiff **CAPITAL ONE BANK (USA), N.A.** ("Capital One") for purposes of this affidavit. I am duly authorized to make this affidavit, and because of the scope of my job responsibilities, I am familiar with the manner and method by which Capital One maintains its normal business books and records, including computer records of defaulted accounts.

2. These books and records are made in the course of regularly conducted business activity (1) at or near the time the events they purport to describe occurred, by a person with knowledge of the acts and events, or (2) by a computer or other similar digital means, which contemporaneously records an event as it occurs. The contents of this affidavit are believed to be true and correct based upon my personal knowledge of the processes by which Capital One maintains its business books and records.

3. The books and records of Capital One show that Defendant(s) opened an account with Capital One for the purpose of obtaining an extension of credit and did thereafter use or authorize the use of the account for the acquisition of goods, services, or cash advances in accordance with the Customer Agreement governing use of that account. Further, Defendant(s) has/have breached the Agreement by failing to make periodic payments as required thereby.

4. The books and records of Capital One show that Defendant(s) is/are currently indebted to Capital One on account number **5178051931272700** for the just and true sum of **\$1469.45** as of **12/08/2008**, plus interest accruing from said date at an annual percentage rate in accordance with the Customer

**CAPITAL ONE BANK (USA), N.A.,**  
*Plaintiff,*

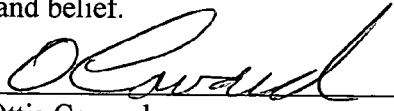
v.

**SHERRI ROUGEUX**  
*Defendant(s).*

**VERIFICATION**

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 an authorized agent of **CAPITAL ONE BANK (USA), N.A.**, Plaintiff herein, and that he/she is duly authorized to make this Verification, 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.

Dated: 1/2/2009

  
Ottis Coward

A088  
HAYT, HAYT & LANDAU

Agreement, currently **28.10%**, and that all just and lawful offsets, payments, and credits have been allowed. The Customer Agreement entered into between the parties also authorizes Capital One to recover from Defendant(s) reasonable attorneys' fees and costs to the extent permitted by law.

5. Post-judgment interest will continue to accrue on Defendant's(s') indebtedness at the rate authorized by law and as set forth in the judgment order.

6. I declare under the penalty of perjury that the foregoing is true and correct and if called as a witness I would competently testify, under oath, thereto.

Given under my hand on:

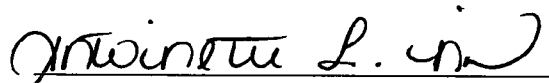
Dated: 1/2/2009

  
Ottis Coward

County of Chesterfield, to wit:  
Commonwealth of Virginia

SUBSCRIBED and sworn to before me, the undersigned Notary Public in and for the jurisdiction aforesaid, by Ottis Coward, who acknowledged before me his/her signature to the foregoing Affidavit.

GIVEN under my hand and seal this 2 day of Jan, 2009

  
Notary Public

Notary Registration Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_ / \_\_\_\_ / 20\_\_

Commonwealth of Virginia  
Antoinette Lasean Miller - Notary Public  
Commission No. 7205918  
My Commission Expires 04/30/2012

A088  
HAYT, HAYT & LANDAU



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2340-CD

CAPITAL ONE BANK  
vs  
SHERRI L. ROUGEUX

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 03/15/2009 HEARING: PAGE: 105261

DEFENDANT: SHERRI L. ROUGEUX  
ADDRESS: 145 LARSON RD.  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 2-19-09 AT 2:28 AM/PM PM SERVED THE WITHIN

COMPLAINT ON SHERRI L. ROUGEUX, DEFENDANT

BY HANDING TO SHERRI L. (Rougeux) Turner, Def.

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

ADDRESS SERVED 145 LARSON Rd.  
CURWENSVILLE, Pa. 16833

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

COMPLAINT FOR SHERRI L. ROUGEUX

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

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

I MAKE RETURN OF **NOT FOUND** AS TO SHERRI L. ROUGEUX

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature  
JAMES E. DAVIS  
Print Deputy Name

FILED

APR 09 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2 chg to Att

HAYT, HAYT & LANDAU  
BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

CAPITAL ONE BANK

vs.

SHERRI L. ROUGEUX

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 08-2340-CD

ORDER TO DISCONTINUE, SETTLE AND END

TO THE PROTHONOTARY:

Kindly mark the above captioned matter discontinued, settled and ended upon payment of your costs only.

HAYT, HAYT & LANDAU

By: 

Arthur Lashin, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105261  
NO: 08-2340-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: SHERRI L. ROUGEUX

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HAYT	62154	10.00
SHERIFF HAWKINS	HAYT	62154	25.02

**FILED**  
9/2:17cm  
JUN 10 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff

FILED

JUN 10 2009

William A. Shaw  
Prothonotary/Clerk of Courts