

08-2406-CD
Capital One Bank vs Brandi N. Smith

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

BRANDI N SMITH

Defendant

No: 08-2406-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06899714 C N Pit CFR

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FILED 100
m/10:5/RL Sheriff
DEC 17 2008 Atty pd.
(LM) \$95.00
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No

BRANDI N SMITH

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK (USA), NA is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

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

BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXX6027 .

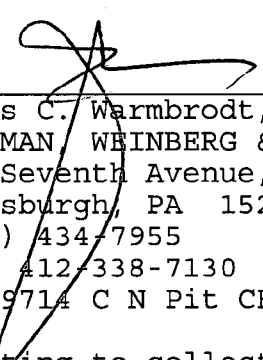
4. Defendant made use of said credit card and has a current balance due of \$3524.22 , as of October 06, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.200% per annum on the unpaid balance from October 06, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRANDI N SMITH , INDIVIDUALLY , in the amount of \$3524.22 with continuing interest thereon at the rate of 28.200% per annum from October 06, 2008 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
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06899714 C N Pit CFR

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

CapitalOne

what's in your wallet?

BRANDI N SMITH

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 by the due date to eliminate the risk of being charged off.

© 2007 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,690.27	\$0.00	\$64.47	\$39.00	\$2,793.74	\$793.74	Dec. 26, 2007

Nov. 02, 2007 — Dec. 01, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
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.

Payments, Credits & Adjustments**Transactions**

1	26 NOV	PAST DUE FEE	\$39.00
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Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,729.02	0.07874% P	28.74%	\$64.47
Cash	\$0.00	0.07874% P	28.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.74%

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

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

**Send payments to:**

Capital One Bank • P.O. Box 70864 • Charlotte, NC 28272-0864

**Send inquiries to:**

Capital One • P.O. Box 30265 • Salt Lake City, UT 84130-0265

**Have a question about a charge on your statement?**Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes.

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.

EXHIBIT

6056

506

1 07 1 071201

PAGE 1 of 1

01DM6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 5178052597196027 01 2793740075000793740

CapitalOne

what's in your wallet?

New Balance	Minimum Payment	Due Date
\$2,793.74	\$793.74	Dec. 26, 2007

PLEASE PAY AT LEAST
THIS AMOUNT**Amount Enclosed**

Capital One Bank
P.O. Box 70864
Charlotte, NC 28272-0864

**Account Number: 5178-0525-9719-6027**

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

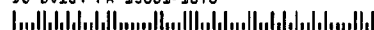
Address**Home Phone****Alternate Phone****E-mail address****@**

#9033672503598797# MAIL ID NUMBER

BRANDI N SMITH

19 N MAIN ST

DU BOIS, PA 15801-1676



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

1. How to Avoid a Finance Charge.

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

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

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

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

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

†, ‡ **Special Rule for Credit Card Purchases**

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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TC-08

01CM6056 - 1 - 04/10/07

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

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

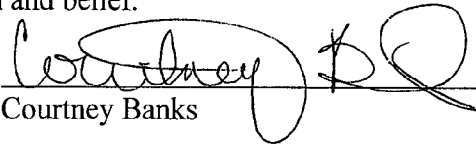
v.

BRANDI N SMITH
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: 10-22-08



Courtney Banks

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2406-CD

CAPITAL ONE BANK (USA), NA
vs
BARNDI N. SMITH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 01/16/2009 HEARING: PAGE: 105069

DEFENDANT: BRANDI N. SMITH
ADDRESS: 19 N. MAIN ST.
DUBOIS, PA 15801
ALTERNATE ADDRESS

FILED
DEC 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 12-29-2008 AT 11:40 AM PM SERVED THE WITHIN

COMPLAINT ON BRANDI N. SMITH, DEFENDANT

BY HANDING TO Brandi Smith, Defendant

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

ADDRESS SERVED 19 North Main St. DuBois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR BRANDI N. SMITH

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BRANDI N. SMITH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Neri
Deputy Signature

Jerome M. Neri
Print Deputy Name

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

Plaintiff CAPITAL ONE BANK : NO. 08-2406-CD

Defendant BRANDI N. SMITH :

ANSWER

1. ADMITTED

2. ADMITTED

3. ADMITTED

4. DENIED : ALTHOUGH I DO ADMIT TO OWING CAPITAL ONE SOME MONEY; MY DEFENSE IS THAT I DO NOT OWE THE STATED AMOUNT OF \$3,524.22

5. ADMITTED

6. DENIED : MY REASONING FOR THIS IS THAT CAPITAL ONE DID NOT SEND ME NEW STATEMENTS TO MY ADDRESS LISTED IN THE COMPLAINT.

FILED 2cc def
m/12:25cm Brandi Smith
JAN 26 2009 (10)

William A. Shaw
Prothonotary/Clerk of Courts

7. ADMITTED

8.

9.

10

11.

12.

13.

14.

15.

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

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

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

NEW MATTER

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

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

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

COUNTERCLAIM ONE

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

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

COUNTERCLAIM TWO

The averments of paragraphs through above are incorporated with this

COUNTERCLAIM as though fully set forth herein.

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

Respectfully submitted,

VERIFICATION

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


Brock W. Jones

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105069
NO: 08-2406-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA), NA
vs.
DEFENDANT: BRANDI N. SMITH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3704808	10.00
SHERIFF HAWKINS	WELTMAN	3704808	40.23

FILED
0/3:35Lm
MAR 25 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 08-2406-CD

vs.

BRANDIN SMITH,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2009, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$3,524.22 with interest at the rate of 28.20% per annum from October 6, 2008, plus costs.

BY THE COURT

_____. J.

CA

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 08-2406-CD

vs.

MOTION FOR SUMMARY JUDGMENT

BRANDI N SMITH,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED NO
m/a:01/01 cc
NOV 19 2009 (611)

S
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 08-2406-CD

vs.

MOTION FOR SUMMARY JUDGMENT

BRANDI N SMITH,
Defendant.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant. In support thereof, Plaintiff avers as follows:

1. Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$3,524.22 with interest at the interest rate of 28.20% per annum from October 6, 2008, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.

2. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".

3. Defendant filed an Answer to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.

4. On or around September 3, 2009, Plaintiff served upon Defendant a set of requests for admissions and requests for production of documents. A true and correct copy of the same is attached hereto as Exhibit "C" and made a part hereof.

5. No response to the discovery demands has been received from the Defendant.

6. The requests for admissions are now deemed admitted under Pennsylvania Rule of Civil Procedure 4014(b). Thus Defendant has admitted that she has made no payment on the credit card since May 21, 2007; that she applied for the credit card; that the statements attached to Plaintiff's Discovery

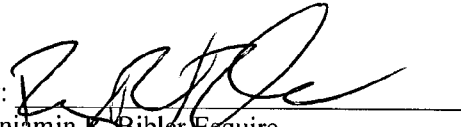
Request correctly identify the payments, charges, and balances on the account; that she has not submitted any written disputes as to billing inaccuracies; and that \$3,524.22 is a correct and accurate balance on the credit card account.

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

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

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$3,524.22 with interest at the legal interest rate of 28.20% per annum from October 6, 2008, and costs.

Respectfully Submitted:

By: 
Benjamin K. Bibler, Esquire
PA ID# 92598
Weltman, Weinberg & Reis CO L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

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

CAPITAL ONE BANK (USA), NA

Plaintiff

No:

vs.

COMPLAINT IN CIVIL ACTION

BRANDI N SMITH

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
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(412) 434-7955
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06899714 C N Pit CFR

EXHIBIT

A

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No

BRANDI N SMITH

Defendant

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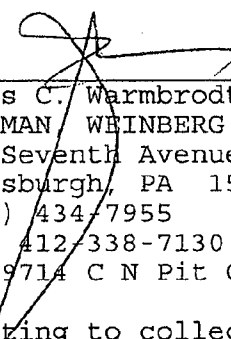
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRANDI N SMITH , INDIVIDUALLY , in the amount of \$3524.22 with continuing interest thereon at the rate of 28.200% per annum from October 06, 2008 plus costs.



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FAX: 412-338-7130
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This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

1. How to Avoid a Finance Charge.

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

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due 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 \$0.26 will be imposed.

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

2. Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily 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 purchases or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

† 1. Special Rule for Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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TC-08

01DM6056 - 1 - 04/10/07

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

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

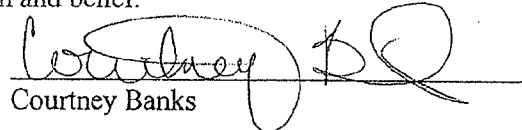
v.

BRANDI N SMITH
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: 10-22-08


Courtney Banks

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

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

Plaintiff CAPITAL ONE BANK : NO. 08-2406-CD

Defendant BRANDI N. SMITH :

ANSWER

1. ADMITTED

2. ADMITTED

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

JAN 26 2009

3. ADMITTED

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

4. DENIED : ALTHOUGH I DO ADMIT TO OWING CAPITAL ONE SOME
MONEY; MY DEFENSE IS THAT I DO NOT OWE THE STATED AMOUNT
OF \$ 3,524.22.

5. ADMITTED

EXHIBIT

B

6. DENIED : MY REASONING FOR THIS IS THAT CAPITAL ONE DID NOT
SEND ME NEW STATEMENTS TO MY ADDRESS LISTED IN THE
COMPLAINT.

MMI

6899714

7. ADMITTED

8.

9.

10.

11.

12.

13.

14.

15.

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

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

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

NEW MATTER

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

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

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

COUNTERCLAIM ONE

The averments of paragraphs through above are incorporated with this

COUNTERCLAIM as though fully set forth herein.

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

COUNTERCLAIM TWO

The averments of paragraphs through above are incorporated with this

COUNTERCLAIM as though fully set forth herein.

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

Respectfully submitted,

VERIFICATION

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

Brooks W. Jones

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

v.

NO.: 08-2406-CD

BRANDI N SMITH

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.
2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.
3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.
4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.
5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.
6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director

EXHIBIT

C

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

7. In these Requests for Admissions:

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

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

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

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

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

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

9. These requests are of a continuous nature.

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

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

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

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

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

Admitted _____

Denied _____

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

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from October 23, 2005 through December 1, 2007, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

The last payment on the account was made on May 21, 2007.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:

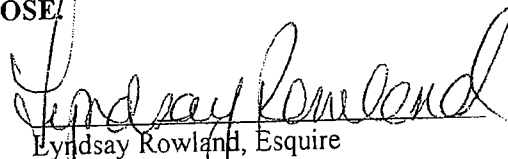
\$3,524.22 is a correct and accurate current balance of the credit card account in question.

Admitted _____

Denied _____

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

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



Lyndsay Rowland, Esquire

PA J.D. #205520

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

1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555

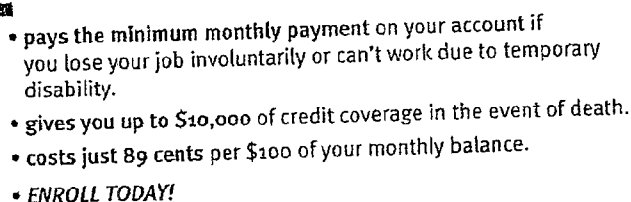
WWR: 6899714

DEFENDANT'S VERIFICATION

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

Date

Signature



SEP 24 - OCT 23, 2005
Page 1 of 1

Payments, Credits and Adjustments

Transactions		
1	19 OCT	ADELPHIA 888-683-1000 PA \$94.09
2	20 OCT	VICTORIA SECRET 800-888-1500 OH 38.90
3	23 OCT	CAPITAL ONE MEMBER FEE 39.00

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

Send inquiries to:
Capital One
P.O. Box 30225
SLC, UT 84130-0285

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

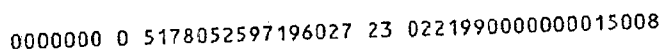
Please see reverse side for important information

Finance Charges		Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.000000%	.00%		\$0.00
CASH	\$0.00	.056822% P	20.74%		\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT



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

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

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

#9029672503598793# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

To enroll in Payment Protection:

Call toll free 1-888-527-3014 or return this form with your Capital One® credit card payment.

When you call, please mention Key Code 3P7.

- ☐ **YES!** I want the peace of mind that comes with Payment Protection. By signing below, I authorize you to enroll me in this program to safeguard my current Capital One account. I understand that by enrolling, I will be charged \$.89 per \$100 of my monthly statement balance that will be billed to my Capital One card. See Important Information below.

BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

Signature _____ Date _____ / _____ / _____
I authorize Capital One to forward this coupon, which includes my account number for billing purposes, to the company that services this product on my behalf.

Account # 5178 0525 9719 6027

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

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least 15 business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use stamps, paper clips, etc. when preparing your payment. When you send us a check, you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers, including:

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- More Email Addresses
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\$4.97 per month for 12 months

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Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

OCT 24 - NOV 23, 2005
Page 1 of 1

Account Summary

Previous Balance	\$221.99
Payments, Credits and Adjustments	\$5.00
Transactions	\$558.30
Finance Charges	\$5.00
New Balance	\$780.29
Minimum Amount Due	\$38.00
Payment Due Date	December 23, 2005
Total Credit Line	\$2,000
Total Available Credit	\$1,219.71
Credit Line for Cash	\$2,000
Available Credit for Cash	\$1,219.71

At your service

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

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

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

Payments, Credits and Adjustments

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	26 OCT	A EAGLE OUTFITTER0006577 MARTINSVILLE VA	\$14.52
2	28 OCT	GREYHOUND LINES #1508 214-849-8966 TX	146.00
3	28 OCT	A STYLE FOR YOU DUBOIS PA	80.00
4	04 NOV	ELDER-BEERMAN #0141 DUBOIS PA	44.99
5	07 NOV	WM SUPERCENTER SE2 CLARION PA	92.35
6	10 NOV	CHILI'S GRILL 00700021 STATE COLLEGE PA	7.74
7	10 NOV	BEST WESTERN HOTELS DU BOIS PA	87.31
8	18 NOV	WAL MART DU BOIS PA	20.94
9	20 NOV	020063 SHEETZ 00000Q03 DUBOIS PA	5.45
10	23 NOV	PAST DUE FEE	29.00

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

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

You were assessed a past due fee of \$29.00 on 11/23/2005 because your minimum payment was not received by the due date of 11/23/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$587.62	.000000%	.00%	\$1.00
CASH	\$5.00	.656826%	20.74%	\$1.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

PLEASE RETURN PORTION BELOW WITH PAYMENT



00000000 0 5178052597196027 23 0780290000000038009

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

New Balance \$780.29
Minimum Amount Due \$38.00
Payment Due Date December 23, 2005
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

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

#9032872503598794# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

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

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Surf up to 5x faster with FREE Accelerator
for the first 12 months* - a \$60 value!

\$4.97
per month

1-888-587-9669
Mention Offer Code: DOLLAR
Visit www.peoplepc.com/go/dollar

SIGN UP TODAY!



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

NOV 24 - DEC 23, 2005
Page 1 of 1

Account Summary

Previous Balance	\$780.29
Payments, Credits and Adjustments	\$38.00
Transactions	\$1,117.82
Finance Charges	\$0.00
New Balance	\$1,860.11
Minimum Amount Due	\$55.00
Payment Due Date	January 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$2,000
Credit Line for Cash	\$139.89
Available Credit for Cash	\$139.89

At your service

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

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

Send inquiries to:
Capital One
P.O. Box 30225
SLC, UT 84130-0225

Payments, Credits and Adjustments

1 21 DEC Cap 1 ElectronicPhonePmt AuthDate 20-DEC \$38.00-

Transactions

2	23 NOV	ENTERPRISE RENT-A-CAR DU BOIS PA	\$425.69
3	23 NOV	TICKETSNOW COM 815-337-9000 IL	500.00
4	23 NOV	TICKETSNOW COM 815-337-9000 IL	25.50
5	21 DEC	PAY-BY-PHONE FEE	10.00
6	22 DEC	770063 SHEETZ 00000003 DUBOIS PA	6.63
7	22 DEC	VERIZON WRLS MORRISTOWN NJ	50.00

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

Your account was past due. Under the terms we previously disclosed to you, if your account is past due again, your Annual Percentage Rates (A.P.R.s) may increase.

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

Important Account Information

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

Finance Charges

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,832.45	.000000%	.00%	\$0.00
CASH	\$0.00	.056250%P	20.71%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

PLEASE RETURN PORTION BELOW WITH PAYMENT



00000000 0 5178052597196027 23 1860110038000055004

New Balance \$1,860.11
Minimum Amount Due \$55.00
Payment Due Date January 23, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

Please print mailing address on this e-mail changes below using blue or black ink.

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

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

#9035872503598791# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

SIGN UP TODAY! **1-888-587-9669**
Mention Offer Code: DOLLAR
Visit www.peoplepc.com/go/dollar

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- [illegible]

[illegible]

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Surf up to **5x faster** with **FREE Accelerator**
for the first 12 months! - a \$60 value!

\$4.97

SIGN UP TODAY!

1-888-587-9669
Mention Offer Code: DIAMOND
Or visit www.peoplepc.com/go/diamond

UNLIMITED INTERNET ACCESS

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers, including:

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

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

DEC 24, 2005 - JAN 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$1,860.11
Payments, Credits and Adjustments	\$0.00
Transactions	\$174.76
Finance Charges	\$0.00
New Balance	\$2,034.87
Minimum Amount Due	\$116.00
Payment Due Date	February 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

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

Payments, Credits and Adjustments

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

Transactions

1	23 DEC	CLASSICS DUBOIS PA			\$76.50
2	24 DEC	0194 SHEETZ 00001Q05 FALLS CREEK PA			0.00
3	24 DEC	ELOCKBUSTER VIDEO #421 DU BOIS PA			20.00
4	24 DEC	PINE INN RESTAURANT FALLS CREEK PA			2.50
5	25 DEC	CLASSICS DUBOIS PA			26.50
6	04 JAN	WAL-MART #1769 DU BOIS PA			4.25
7	23 JAN	PAST DUE FEE			35.00

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 19.65%V, cash advance A.P.R. = 20.74%V and special transfer A.P.R. = 19.65%V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

You were assessed a past due fee of \$35.00 on 01/23/2006 because your minimum payment was not received by the due date of 01/23/2006. 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	\$1,997.50	.00000%	.00%	\$0.00
CASH	\$0.00	.05819%P	21.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 0 5178052597196027 23 2034870038000116009

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

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

New Balance \$2,034.87
Minimum Amount Due \$116.00
Payment Due Date February 23, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

013331

#9002472503598799# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
BRANDI N SMITH

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

042-C605



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

JAN 24 - FEB 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,034.87
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$49.40
New Balance	\$2,148.27
Minimum Amount Due	\$180.00
Payment Due Date	March 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

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

Payments, Credits and Adjustments

Transactions

1	23 FEB	OVERLIMIT FEE	\$29.00
2	23 FEB	PAST DUE FEE	35.00

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

Want to reduce your A.P.R.?
If we receive your minimum monthly payment on time for the next six consecutive billing periods, this account will be reviewed for a possible A.P.R. decrease.

"Important Notice" Since your account was past due your Annual Percentage Rates (A.P.R.s) have been increased as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 02/23/2006 because your minimum payment was not received by the due date of 02/23/2006. 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	\$2,059.59	.07737% P	28.24%	\$49.40
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.24%

PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 0 5178052597196027 23 2148270038000180006

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

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

New Balance \$2,148.27
Minimum Amount Due \$180.00
Payment Due Date March 23, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

#9005572503598793# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

28005 0100
207311

1. How To Avoid A Finance Charge.
a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the important notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
b. Averaging Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your 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 added to the purchase segment of your account.
d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

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

3. Annual Percentage Rate (APR).
a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (2-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) (Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

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

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

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

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

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

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

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

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

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

042

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
BRANDI N SMITH

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One® what's in your wallet?

042-0605



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

FEB 24 - MAR 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,148.27
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$47.05
New Balance	\$2,259.32
Minimum Amount Due	\$259.32
Payment Due Date	April 22, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

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

Important Account Information

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

Payments, Credits and Adjustments

Transactions

1	23 MAR	OVERLIMIT FEE	\$29.00
2	23 MAR	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 03/23/2006 because your minimum payment was not received by the due date of 03/23/2006. 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	\$2,171.89	.077379% P	22.24%	\$47.05
CASH	\$0.00	.077379% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 2259320038000259322

New Balance \$2,259.32
Minimum Amount Due \$259.32
Payment Due Date April 22, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

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

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

#9008372503598795# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

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1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Capital One

what's in your wallet?

BRANDI N SMITH

YOU'RE BEHIND BY**4****PAYMENTS****TAKE CONTROL OF YOUR CAPITAL ONE®
ACCOUNT AND KEEP IT FROM BEING
PERMANENTLY UNUSABLE.**

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

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

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

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056-07754

PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027MAR 24 - APR 23, 2006
Page 1 of 1**Account Summary**

Previous Balance	\$2,259.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$55.31
New Balance	\$2,349.63
Minimum Amount Due	\$349.63
Payment Due Date	May 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments**Transactions**

1	23 APR	PAST DUE FEE	\$35.00
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You're behind by four payments. You still can't make any new purchases or cash advances on your account. But you can still regain your charging privileges and bring your account back into good standing by paying the amount due on your statement within the next 30 days. Unfortunately, if we don't receive a sufficient payment, we may have to permanently suspend your charging privileges. Need help? Give us a call at 1.800.955.6600. We'll work together to see what your options are to rebuild your account status.

You were assessed a past due fee of \$35.00 on 04/23/2006 because your minimum payment was not received by the due date of 04/22/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

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

Send inquiries to:
Capital One
P.O. Box 30235
SLC, UT 84130-0285

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,285.97	.07805% P	28.49%	\$55.31
CASH	\$0.00	.07805% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 2349630038000349630

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

New Balance	\$2,349.63
Minimum Amount Due	\$349.63
Payment Due Date	May 23, 2006
Total enclosed \$	<input type="text"/>
Account Number:	5178-0525-9719-6027

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

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

047593

#9011372503598790# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

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1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a small amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed on the front of this statement.
- b. If the code P (Period), L (One mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 01LGBAK

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

Capital One

what's in your wallet?

BRANDI N SMITH

YOUR ACCOUNT IS

SUSPENDED

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

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

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

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

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060-07754



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

APR 24 - MAY 23 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,349.63
Payments, Credits and Adjustments	\$200.00
Transactions	\$35.00
Finance Charges	\$54.86

New Balance	\$2,239.49
Minimum Amount Due	\$239.49
Payment Due Date	June 23, 2006

Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84150-0285

Payments, Credits and Adjustments

1	19 MAY	PAYMENT RECEIVED - THANK YOU	\$100.00
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Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

2	23 MAY	PAST DUE FEE	\$35.00
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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 1.800.955.7370.

You were assessed a past due fee of \$35.00 on 05/23/2006 because your minimum payment was not received by the due date of 05/23/2006. 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	\$2,343.02	.07805% P	28.49%	\$54.86
CASH	\$0.00	.07805% P	28.19%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 0 5178052597196027 23 2239490200000239496

New Balance	\$2,239.49
Minimum Amount Due	\$239.49
Payment Due Date	June 23, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-9719-6027

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

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

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

047022

#9014472503598795# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

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

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

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

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

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

- a. Finance charge is calculated by multiplying the average daily balance by each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate, multiplied by the number of days in each segment of the billing period. For each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance for that segment. Then, on the end of each billing period, we add up the sum of these daily calculations to arrive at your periodic finance charge for each segment. We add the results from each segment to get the total finance charge for each segment of your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment, add or subtract the charges or payments or credits posted to that segment, and then we charge the daily balance for that segment. We then subtract any payments or credits posted to your account and allocate the remaining balance to each segment of your account. However, if you paid the New Balance shown as your balance (zero or a credit amount), new transactions which post to your purchase or special purchase segments into the current billing period. We add these purchases segments into the current balance by adding all the new purchases together and dividing this sum by the number of days in the current billing period to get the average daily balance for the current billing period. We then multiply the average daily periodic rate by the number of days in the billing period. Due to rounding in a daily periodic rate, the amount of finance charge actually assessed.
- b. If the code **Z** or **H** appears on the front of this statement, we will calculate the average daily balance for your monthly bill by adding the daily balance of each segment by your monthly

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

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

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

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

(APR) F (1-mo. LIBOR) or G (3-mo.

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

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

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

membership (not prior to the end of the thirty-day period.
6. If You Close Your Account. You can request to close
your account by checking the box below. If you close your
account by checking this box, you must destroy your credit cards and
deposit accounts. You must destroy bills, cancel all preauthorized billings,
and cease using your account. If you do not, we will consider
preauthorized billings as a change your authorization to reopen your
account. Additionally, your account will not be closed
until you pay all amounts you owe us (including interest and
transmission charges). You have the right to request the return of
your account. We will refund the overdraft fees, postage charges, post
office fees, expedited lists, returned payment fees, cash
advance fees and any other fees associated with your
account. You are responsible for these amounts whether
they appear on your account or not. If you do not request to
close your account or if they are incurred subsequent to
your request to close the account. This may result in
charges appearing on your account. If you do not request to
close your account, you will be liable for the cost of the

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, your account will be reopened. The amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

BILLING RIGHTS SUMMARY

If you think your bill is wrong, or if you need more information on a transaction or bill, write us in an envelope or letter. We will send you a bill, or a separate check as soon as possible. We will also send you a bill from the front of this statement. We must hear from you no later than 60 days after we sent you the bill. If you do not hear from us within 60 days, we will bill you on which the error or problem exists. If you do not hear from us within 60 days, but do send us a bill, we will not place your rights. In your letter, give us the following information: 1. The name of the person who caused the error and an explanation. If possible, of why you believe there is an error; or if you need more information, we will not have to pay any of the bill. 2. The name of the person who caused the error. If you are still being paid by the person who caused the error, we are still obligated to pay the parts of your bill that are not in question. While we investigate, we will not collect the amount of your bill. If you do not want us to collect the amount of your bill, you must tell us in your letter.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith a correct complaint with the consumer agency, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. You must own or operate the merchant, firm, or service. You must have the address of the property or services, all purchases are considered regardless of amount or location of purchase.

Please remember to sign all correspondence.

Does not apply to business non-credit card accounts

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Capital One

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

Capital One **offer**

First 3 months half-price

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

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

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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
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

MAY 24 - JUN 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,239.49
Payments, Credits and Adjustments	\$240.00
Transactions	\$0.00
Finance Charges	\$54.45
New Balance	\$2,053.94
Minimum Amount Due	\$61.00
Payment Due Date	July 22, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

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

Important Account Information

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

Payments, Credits and Adjustments

1	22 JUN	PAYMENT RECEIVED - THANK YOU	\$240.00
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,250.41	.07805% P	28.49%	\$54.45
CASH	\$0.00	.07805% P	28.49%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 0 5178052597196027 23 2053940240000061005

New Balance \$2,053.94
Minimum Amount Due \$61.00
Payment Due Date July 22, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

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

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

024416

#9017572503598799# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

Mention Offer Code: OPAL
Or visit www.peoplepc.com/go/opal

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

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

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
5178-0525-9719-6027

JUN 24 - JUL 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,053.94
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$49.11
New Balance	\$2,003.05
Minimum Amount Due	\$60.00
Payment Due Date	August 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,000
Available Credit for Cash	\$0.00

At your service

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

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

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

Important Account Information

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

Payments, Credits and Adjustments

1	19 JUL	PAYMENT RECEIVED - THANK YOU	\$100.00
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,061.07	.079428% P	28.59%	\$49.11
CASH	\$0.00	.079428% P	28.59%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.59%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 0 5178052597196027 23 2003050100000060004

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

New Balance \$2,003.05
Minimum Amount Due \$60.00
Payment Due Date August 23, 2006
Total enclosed \$
Account Number: 5178-0525-9719-6027

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

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

022737

#9020472503598797# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

Mention Offer Code: CORAL
Or visit www.peoplepc.com/go/coral

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

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with all the money you could save.

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PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

JUL 24 - AUG 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$2,003.05
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$49.83
New Balance	\$1,952.88
Minimum Amount Due	\$58.00
Payment Due Date	September 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$47.12
Credit Line for Cash	\$2,000
Available Credit for Cash	\$47.12

Payments, Credits and Adjustments

1	23 AUG	PAYMENT RECEIVED - THANK YOU	\$100.00-
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At your service

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

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

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

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,023.87	.079426% P	28.99%	\$49.83
CASH	\$0.00	.079426% P	28.99%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

23.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 1952880100000058001

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

New Balance	\$1,952.88
Minimum Amount Due	\$58.00
Payment Due Date	September 23, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-9719-6027

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

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

027419

#9023672503598799# MAIL ID NUMBER
BRANDI N SMITH
15 ROBERT ST
DU BOIS PA 15801-1627

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

Take advantage of this special, free service to shop, and compare our best prices for your auto insurance. Call 1-877-886-9111 today to see how much you could save. Or visit www.capitalone.com/insurance

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Answer Financial Inc. is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee any third-party product or service shown here. Insurance products are not deposits or other obligations of, or guaranteed by Capital One or an affiliate of Capital One and are not insured by the FDIC or any other United States agency or Capital One. Your decision to purchase insurance and your choice of an insurer or agent will not affect your eligibility for any Capital One product or service. Capital One is a federally registered service mark. All rights reserved.

2001-10-0100
STANDARD
S-045

1. How To Avoid A Finance Charge.

- a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if 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 added to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rate (APR).

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

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

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

5. Transferring Your Account. If a membership fee

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

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

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

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

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

used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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GET MORE
HAVE FUN**

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bang for your insurance buck.
with all the money you could save.

Call to get our best prices on auto insurance. Answer Financial's*
rate comparison service is fast, simple and FREE to use.

1-877-886-9111



PLATINUM MASTERCARD ACCOUNT
5178-0525-9719-6027

AUG 24 - SEP 23, 2006
Page 1 of 1

Account Summary

Previous Balance	\$1,952.88
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$48.58
New Balance	\$1,901.46
Minimum Amount Due	\$57.00
Payment Due Date	October 23, 2006
Total Credit Line	\$2,000
Total Available Credit	\$98.54
Credit Line for Cash	\$2,000
Available Credit for Cash	\$98.54

At your service

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

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

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

Important Account Information

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

Payments, Credits and Adjustments

1 23 SEP PAYMENT RECEIVED - THANK YOU \$100.00-

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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,973.09	.07942% P	28.99%	\$48.58
CASH	\$0.00	.07942% P	28.99%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 1901460100000057005

New Balance	\$1,901.46
Minimum Amount Due	\$57.00
Payment Due Date	October 23, 2006
Total enclosed \$	<input type="text"/>
Account Number:	5178-0525-9719-6027

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

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

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

011915

#9026772503598794# MAIL ID NUMBER
BRANDI N SMITH
15 HUBERT ST
DU BOIS PA 15801-1627

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

Take advantage of this special, free service to shop, and compare our best prices for your auto insurance. Call 1-877-886-9111 today to see how much you could save. Or visit www.capitalone.com/insurance

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By responding to this offer you may be communicating information about yourself to the company that provides this product—for example, that you are a Capital One® customer.

Answer Financial Inc. is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee any third-party product or service shown here. Insurance products are not deposits or other obligations of, or guaranteed by Capital One or an affiliate of Capital One and are not insured by the FDIC or any other United States agency or Capital One. Your decision to purchase insurance and your choice of an insurer or agent will not affect your eligibility for any Capital One product or service. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

b. If the code P (Prime), L (2-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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

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

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

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

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

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

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

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

1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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010LBANK

2012-01-01
1507-01
1507-01

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 2 p.m. ET (11:20 a.m. PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not void or alter your check, or cash advance, etc., when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer of the funds from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



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Need a car? A savings account? A loan? Braces or glasses? Capital One can handle it all. Hassle free!

Visit capitalone.com for a complete list of services.

Capital One | what's in your wallet?

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,110.35	-\$100.00	+\$52.80	\$0.00	\$2,063.15	\$63.15	May. 23, 2007

Mar. 24, 2007 — Apr. 23, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
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	\$2,128.21	0.08011% P	29.24%	\$52.80
Cash	\$0.00	0.08011% P	29.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 29.24%				

Payments, Credits & Adjustments

1 21 APR PAYMENT

\$100.00

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

Send payments to:
Capital One Bank - P.O. Box 70864 - Charlotte, NC 28272-0584

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

6056 506

1 7 23 070423

PAGE 1 OF 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5178052597196027 23 2063150100000063159

Capital One | what's in your wallet?

New Balance	Minimum Payment	Due Date
\$2,063.15	\$63.15	May. 23, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 70864
Charlotte, NC 28272-0864



Account Number: 5178-0525-9719-6027

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

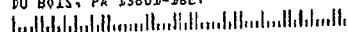
Address _____

Home Phone _____ **Alternate Phone** _____

E-mail address _____ @ _____

#9011472503598798# MAIL ID NUMBER

BRANDI N SMITH
15 HUBERT ST
DU BOIS, PA 15801-3627



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

A quick glance at
what Capital One can do for you.

Car Loans

Buy a new or used car or refinance the one you already have.
You could save on interest.

Banking

Free online Savings accounts with one of the best money market rates in the nation.

Personal Loans

Consolidate your bills, buy what you need or have extra cash on hand.

Healthcare Finance

Whether it's braces or laser eye surgery, we can bring medical costs into focus!

Visit capitalone.com to learn more!

Capital One Bank, Capital One, F.S.B., Members FDIC.

1. How to Avoid a Finance Charge.

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

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

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

2. Average Daily Balance (Including New Purchases).

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

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to write or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

9. Special Rule for Credit Card Purchases

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

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

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

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



PSSST...

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Need a car? A savings account? A loan? Braces or glasses? Capital One can handle it all. Hassle free!

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Capital One® | what's in your wallet?

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,063.15	\$75.00	\$49.98	\$0.00	\$2,038.13	\$61.00	Jun. 23, 2007

Apr. 24, 2007 — May. 23, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
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	\$2,079.79	0.08011% P	29.24%	\$49.98
Cash	\$0.00	0.08011% P	29.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 29.24%

Payments, Credits & Adjustments

1	21 MAY	PAYMENT	\$75.00
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At Your Service 1-800-903-3637
To call Customer Relations or to report a lost or stolen card:



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



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

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506

1 7 23 070523

PAGE 1 of 1

01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 5178052597196027 23 2038130075000061003

Capital One®

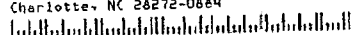
what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$2,038.13	\$61.00	Jun. 23, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

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



Account Number: 5178-0525-9719-6027

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

Address

Home Phone

Alternate Phone

E-mail address

@

#9014472503598795# MAIL ID NUMBER

BRANDI N SMITH

15 HUBERT ST

DU BOIS, PA 15803-1627



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

A quick glance at
what Capital One can do for you.

Car Loans

Buy a new or used car or refinance the one you already have.
You could save on interest.

Banking

Free online Savings accounts with one of the best money market rates in the nation.

Personal Loans

Consolidate your bills, buy what you need or have extra cash on hand.

Healthcare Finance

Whether it's braces or laser eye surgery, we can bring medical costs into focus!

Visit capitalone.com to learn more!

Capital One Bank, Capital One, F.S.B., Members FDIC.

1. How to Avoid a Finance Charge.

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

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

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.

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

2. Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily 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 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 the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

2. Special Rule for Credit Card Purchases

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

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

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

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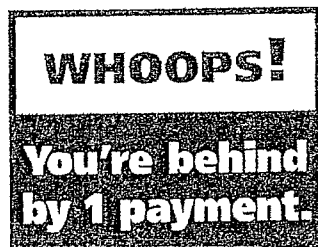
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received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

Capital One | what's in your wallet?

BRANDI N SMITH



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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Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,038.13	\$0.00	\$66.65	\$78.00	\$2,182.78	\$182.78	Jul. 27, 2007

May. 24, 2007 — Jul. 02, 2007

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PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is one payment behind. Remember that making your minimum payments by the due date keeps your account in good standing. Further missed payments may be reported to the national credit bureaus. So make sure you send in the minimum amount due to keep your account in good standing.

IMPORTANT INFORMATION ABOUT YOUR GRACE PERIOD: If you pay your balance in full every month by your due date, you will enjoy an interest-free grace period of 25 days on new purchases. Paying by your due date also helps you avoid late fees. Please see the back of your statement for more details and thank you for your business.

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,080.07	0.08011% P	29.24%	\$66.65
Cash	\$0.00	0.08011% P	29.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 29.24%				

Payments, Credits & Adjustments

Transactions

1	23 JUN	PAST DUE FEE	\$39.00
2	02 JUL	OVERLIMIT FEE JUL 02, 2007	\$39.00



At Your Service 1-800-903-3637

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



Send payments to:

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



Send inquiries to:

Capital One • P.O. Box 30265 • Salt Lake City, UT 84130-0265

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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PAGE 1 of 1

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ON LINE

0 5178052597196027 01 2182780075000182780

Capital One | what's in your wallet?

New Balance	Minimum Payment	Due Date
\$2,182.78	\$182.78	Jul. 27, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank

P.O. Box 70884

Charlotte, NC 28272-0884

Account Number: 5178-0525-9719-6027

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

Address

Home Phone

Alternate Phone

E-mail address

@

#9018472503598791# MAIL ID NUMBER

BRANDI N SMITH

17 N MAIN ST

DU BOIS, PA 15803-1678

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

1. How to Avoid a Finance Charge.

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

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

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

2. Average Daily Balance (including New Purchases). Finance charge is calculated by multiplying the daily 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 cost to you purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

† † Special Rule for Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Capital One

what's in your wallet?

BRANDI N SMITH

YOU'RE BEHIND BY**2****PAYMENTS****LET'S TALK — WE'RE HERE TO HELP**

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

Here are 3 easy ways to make a payment:

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

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Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,182.78	\$0.00	\$53.26	\$78.00	\$2,314.04	\$314.04	Aug. 27, 2007

Jul. 03, 2007 — Aug. 01, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

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	27 JUL	PAST DUE FEE	\$39.00
2	01 AUG	OVERLIMIT FEE AUG 01, 2007	\$39.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,216.14	0.08011% P	29.24%	\$53.26
Cash	\$0.00	0.08011% P	29.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period:				29.24%

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



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

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PAGE 1 of 1

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 5178052597196027 01 2314040075000314040

Capital One

what's in your wallet?

New Balance	Minimum Payment	Due Date
\$2,314.04	\$314.04	Aug. 27, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

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



Account Number: 5178-0525-9719-6027

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

Address

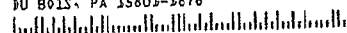
Home Phone

Alternate Phone

E-mail address

@

#9021472503598796# MAIL ID NUMBER
BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15803-3676



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

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

1 b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the 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 owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

1 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.

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

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

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

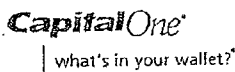
Capital One supports information privacy protection; see our website at www.capitalone.com.

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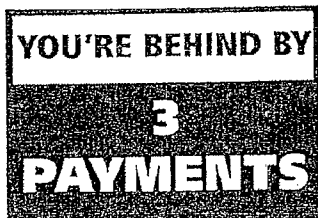
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed return envelope and (2) your payment is received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



BRANDI N SMITH



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

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

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

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

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500010-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,314.04	\$0.00	\$58.35	\$78.00	\$2,450.39	\$450.39	Sep. 26, 2007

Aug. 02, 2007 — Sep. 01, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

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

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,349.62	0.08011% P	29.24%	\$58.35
Cash	\$0.00	0.08011% P	29.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 29.24%

Transactions

1	27 AUG	PAST DUE FEE	\$39.00
2	01 SEP	OVERLIMIT FEE SEP 01, 2007	\$39.00

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

Send payments to:
Capital One Bank - P.O. Box 70864 - Charlotte, NC 28272-0864

Send inquiries to:
Capital One - P.O. Box 30265 - Salt Lake City, UT 84138-0265

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capital.com/disputes.

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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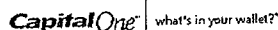
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PAGE 1 of 1

01DM6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 5178052597196027 01 2450390075000450396



New Balance	Minimum Payment	Due Date
\$2,450.39	\$450.39	Sep. 26, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 70864
Charlotte, NC 28272-0864



Account Number: 5178-0525-9719-6027

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

Address _____
Home Phone _____ Alternate Phone _____
E-mail address _____ @ _____

#9024572503598790# MAIL ID NUMBER

BRANDI N SMITH
37 N MAIN ST
DU BOIS, PA 15802-1678

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

1. How to Avoid a Finance Charge.

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

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due 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 \$1.60 will be imposed.

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

2. Average Daily Balance (Including New Purchases).

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

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between the calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case of Error or Questions about Your Bill)

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

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

2. Does not apply to consumer non-credit card accounts

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

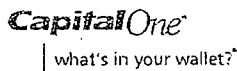
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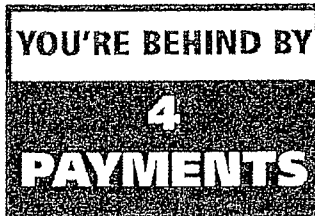
Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon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



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

500011

BRANDI N SMITH



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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500011-06503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,450.39	\$0.00	\$58.76	\$78.00	\$2,587.15	\$587.15	Oct. 26, 2007

Sep. 02, 2007 — Oct. 01, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
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 by the next due date. 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	26 SEP	PAST DUE FEE	\$39.00
2	31 OCT	CAPITAL ONE MEMBER FEE	\$39.00

Finance Charges (Please see reverse for important information)				
	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,437.68	0.07874% P	28.74%	\$58.76
Cash	\$0.00	0.07874% P	28.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.74%

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

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

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

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes.

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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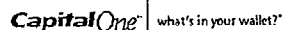
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PAGE 1 of 1

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 5178052597196027 01 2587150075000587154



New Balance	Minimum Payment	Due Date
\$2,587.15	\$587.15	Oct. 26, 2007

PLEASE PAY AT LEAST
THIS AMOUNT

Amount Enclosed

Account Number: 5178-0525-9719-6027

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

Address

Home Phone

Alternate Phone

E-mail address

@

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



#9027572503598797# MAIL ID NUMBER

BRANDI N SMITH

19 N MAIN ST

DU BOIS, PA 15801-2876



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

1. How to Avoid a Finance Charge.

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

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

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

2. Average Daily Balance (including New Purchases). Finance charge is calculated by multiplying the daily 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 purchases or special purchase segments, are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

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

BILLING RIGHTS SUMMARY
(In Case of Errors or Questions about Your Bill)

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

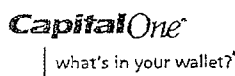
1. Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.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

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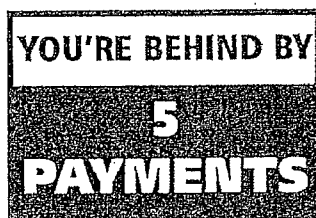
Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon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



IT'S STILL NOT TOO LATE.

500012

BRANDI N SMITH



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-C8503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,587.15	\$0.00	\$64.12	\$39.00	\$2,690.27	\$690.27	Nov. 26, 2007

Oct. 02, 2007 -- Nov. 01, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

MasterCard Platinum Account
5178-0525-9719-6027

Your Account Information

TOTAL CREDIT LINE	\$2,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$2,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

You're behind by five payments so we've permanently suspended your charging privileges. If you don't make a sufficient payment in the next 7 weeks your account is at risk for being charged off and reported 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.

Payments, Credits & Adjustments**Transactions**

1	26 OCT	PAST DUE FEE	\$39.00
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Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,625.76	0.07874% P	28.74%	\$64.12
Cash	\$0.00	0.07874% P	28.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 28.74%

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

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

**Send payments to:**

Capital One Bank - P.O. Box 70864 - Charlotte, NC 28272-0864

**Send inquiries to:**

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

**Have a question about a charge on your statement?**Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes.

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.

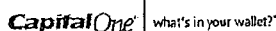
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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 5178052597196027 01 2690270075000690274



New Balance	Minimum Payment	Due Date
\$2,690.27	\$690.27	Nov. 26, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 70864
Charlotte, NC 28272-0864



Account Number: 5178-0525-9719-6027

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

Address

Home Phone

Alternate Phone

E-mail address

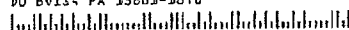
@

#9030772503598798# MAIL ID NUMBER

BRANDI N SMITH

19 N MAIN ST

DU BOIS, PA 15801-1678



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

1. How to Avoid a Finance Charge.

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

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

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

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

your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR).

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

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

4. Assessment of Late, Overlimit and Returned Payment Fees. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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

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

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

8. Notices About Electronic Check Conversions.

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

BILLING RIGHTS SUMMARY

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

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

1. Does not apply to consumer non-credit card accounts
2. Does not apply to business non-credit card accounts
Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One

TC-08

01DM8056 - 1 - 04/10/07

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

1. **How to Avoid a Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
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 - c. **Minimum Finance Charge.** For each billing period that your Account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).** Finance charge is calculated by multiplying the daily 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. We take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which pertain to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.
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 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.
 - c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
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5. **Renewing Your Account.** If a membership fee appears on the front of your statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will consider resale of a charge your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

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

2. Special Rule for Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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TC-08

01D48356 - 1 - 04/10/07

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

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 3rd day of September, 2009, upon the following:

Brandi N Smith
19 N Main St
Du Bois, Pa 15801

Sydney Kewland

CERTIFICATE OF SERVICE

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

Brandi N Smith
10 N Main Street, Apt A
Dubois, Pa 15801

By: 

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

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

vs.

BRANDI N SMITH,

Defendant.

Case No.: 08-2406-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED
m/2:02/01
NOV 19 2009
No CC
60
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA) NA,

Plaintiff,

Case No.: 08-2406-CD

vs.

BRANDI N SMITH,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

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

By: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

CERTIFICATE OF SERVICE

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

Brandi N Smith
10 N Main Street, Apt A
Dubois, Pa 15801

By: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WA

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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 08-2406-CD

vs.

BRANDI N SMITH
Defendant

ORDER OF COURT

AND NOW, to wit, this 26th day of November, 2009, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for January 4, 2010 at
1:45 pm Courtroom #1 Clearfield County Courthouse,
Clearfield, PA 16830.

BY THE COURT:

Frederick J. Cunningham

FILED
14:00
NOV 20 2009
William A. Shaw
Prothonotary/Clerk of Courts
cc
Atty Bibler
col

FILED

NOV 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/20/09

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other
☐ Defendant(s) ☐ Defendant(s) Attorney
☐ Special Instructions:

FILED

DEC 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

1 Clerk to Att

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

CAPITAL ONE BANK (USA), NA.,

Plaintiff

No. 08-2406-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

BRANDI N SMITH

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06899714

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

CAPITAL ONE BANK (USA), NA.,

Plaintiff

No. 08-2406-CD

vs.

BRANDI N SMITH

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared Benjamin R. Bibler, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Brandi N. Smith.

1. On or about November 24, 2009, Plaintiff received a signed Order of Court scheduling Plaintiff's Motion For Summary Judgment for January 04, 2010. Said Order of Court is attached as Exhibit "1".
2. On or about November 25, 2009, Plaintiff mailed the Order of Court to 19 N. Main Street, DuBois, PA. 15801.

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



Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

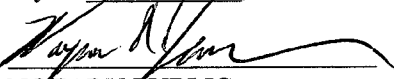
436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06899714

Sworn to and subscribed
before me this 27th
day of November, 2009.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 28, 2010
Member, Pennsylvania Association of Notaries

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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 08-2406-CD

vs.

BRANDI N SMITH
Defendant

ORDER OF COURT

AND NOW, to wit, this 20th day of November, 2009, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for January 4, 2010 at
1:45 ~~am~~ (p.m.) Courtroom #1 Clearfield County Courthouse,
Clearfield, PA 16830.

BY THE COURT:

Frederick J. Casperman

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

NOV 20 2009

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

William A. Shaw
Prothonotary/Clerk of Courts

DEC 02 2009

FILED

Plaintiff: Capital One Bank
Defendant: Brandi N. Smith

No: 08-2406-CD

I Brandi N. Smith am wishing to defend myself against the plaintiff Capital One Bank on January 4th 2010. This date was set by the Court of Clearfield county. My defense is that the amount of money the plaintiff stated is owed has changed everytime we have spoken on the phone. This letter is my notice to defend with the court and is within the twenty day period. Again I plan to show the court on January 4th 2010 that the plaintiff has changed the amount owed severel times during this proceeding.

Brandi N. Smith

December 03, 2009

FILED NO
m12:116301 cc
DEC 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No

BRANDI N SMITH

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

FILED

DEC 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

BRANDI N SMITH

Defendant

No.08-2406-CD

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06899714

FILED

DEC 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

*As typd. 20.00
m12:1330
ICC + Notice
to Def.*

(610)

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-2406-CD

BRANDI N SMITH

Defendant

PRAECIPE FOR JUDGMENT BY CONSENT

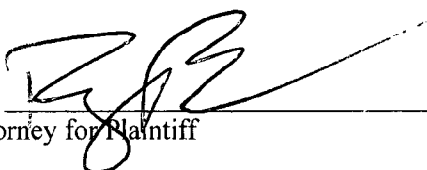
TO THE PROTHONOTARY:

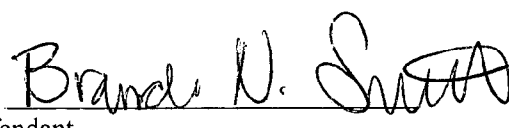
Kindly enter Judgment against Defendant, Brandi N. Smith, in the amount of \$4,282.30 plus costs, based upon the consent of the parties.

CONSENTED TO:

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

BRANDI N SMITH,

By: 
Attorney for Plaintiff

By: 
Defendant

WWR#06899714

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-2406-CD

BRANDI N SMITH

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, Brandi N. Smith, above-named, in the amount of \$4,282.30 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$4,282.30 with continuing interest thereon at a rate of 6.00% per annum plus costs from September 9, 2009.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, Brandi N. Smith, in the amount of \$4,282.30 plus continuing interest thereon at the rate of 6.00% per annum from September 9, 2009 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:
 - (a) \$75.00 due by December 20, 2009;
 - (b) \$125.00 due by January 20, 2010;
 - (c) \$125.00 due on the 20th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "Capital One Bank (USA), N.A."

5. The first payment due under this agreement is to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 436 Seventh Avenue, Suite 1400, Pittsburgh, PA 15219. All future payments are to be mailed to the offices of Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.

Please note that subsequent payments are to be mailed to Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 17 day of December 2009.

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

By: 

Benjamin R. Bibler, Esquire
PA I.D. #03398

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

1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

WWR No. 06899714

By: 

Defendant, Brandi N. Smith

FILED

DEC 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-2406-CD

BRANDI N SMITH

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 12/28/09

(xx) Assumpsit Judgment in the amount
 of \$4,282.30 plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

() If not satisfied within sixty (60)
 days, your motor vehicle operator's license and/or registration will be
 suspended by the Department of Transportation, Bureau of Traffic
 Safety, Harrisburg, PA.

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

Prothonotary

BRANDI N SMITH
19 N MAIN ST.,
DU BOIS, PA 15801

By: 
PROTHONOTARY (OR DEPUTY)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK (USA), NA,

Plaintiff,

vs.

BRANDI N SMITH,

Defendant.

CIVIL DIVISION

NO. 08-2406-CD

FILED

DEC 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

TYPE OF PLEADING:

PRAECIPE TO WITHDRAW

MOTION FOR SUMMARY JUDGMENT

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

BENJAMIN R. BIBLER, ESQUIRE

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#: 06899714

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

NO. 08-2406-CD

Plaintiff

vs.

BRANDI N SMITH,

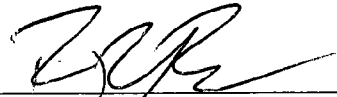
Defendant

PRAECIFE TO WITHDRAW MOTION FOR SUMMARY JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to withdraw the Motion For Summary Judgment, which is scheduled for oral argument on January 04, 2010 at 1:45 p.m. in Room #1, on the above referenced case number.

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

By:



BENJAMIN R. BIBLER, ESQUIRE

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#: 06899714

CERTIFICATE OF SERVICE

A true and correct copy of the Praeipe to Withdraw Motion For Summary Judgment
has been served by First Class Mail, postage pre-paid, on 23 day of December,
2009 upon the following:

**BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15801**

By: _____

A handwritten signature in black ink, appearing to be 'Brandi N. Smith', written over a horizontal line.

FILED
DEC 28 2009
Prothonotary/Clerk of Courts
William A. Shaw