

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

No: 08-2406-CD

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
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06899714 C N Pit CFR

S
FILED 10/5/08 Sheriff
DEC 17 2008 Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts
495.00

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 .

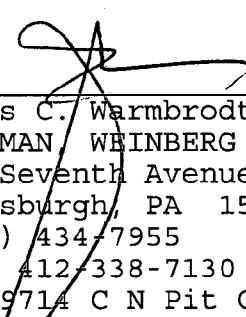
4. Defendant made use of said credit card and has a current balance due of \$3524.22 , as of October 06, 2008 .

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
(412) 434-7955
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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.



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

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	\$2,729.02	0.07874% P	28.74%
Cash	\$0.00	0.07874% P	28.74%

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 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.

PLEASE PAY AT LEAST THIS AMOUNT
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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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 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 @

#9033672503598797# MAIL ID NUMBER

BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15801-1878

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.

<p>1. How to Avoid a Finance Charge.</p> <p>† a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your 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."</p> <p>b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p>† d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (including New Purchases). 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</p>	<p>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.</p> <p>3. Annual Percentage Rates (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing and cease using your account. After your request to close, if you continue to use or do not cancel preauthorized billing arrangements, we will consider renewing or changing your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts due to 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.</p>	<p>7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case of Error or Questions about Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address or names shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>†, ‡ Special Rule for Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>‡ Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at www.capitalone.com.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One</p>
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TC-08

O1CM6056 - 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,

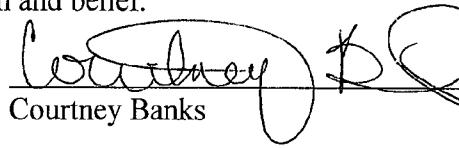
v.

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

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 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. Nervi _____

Deputy Signature

Jerome M. Nervi _____

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

FILED 2CC deft
m/12:25cm
JAN 26 2009
Brandi Smith
⑥⑩

2. ADMITTED

S William A. Shaw
Prothonotary/Clerk of Courts

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.

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.

A handwritten signature in black ink, appearing to read "Brad W. Smith". The signature is fluid and cursive, with "Brad" and "W." on the first line and "Smith" on the second line.

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

S
FILED
03:36pm
MAR 25 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



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.

BRANDI N 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.

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
ma:0101 cc
NOV 19 2009
(616)
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

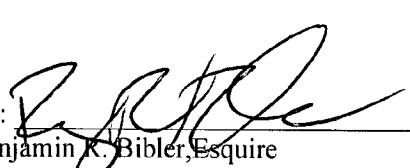
Request correctly identify the payments, charges, and balances on the account; that she has not submitted any written disputes as to billing inaccuracies; and that \$3,524.22 is a correct and accurate balance on the credit card account.

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# 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 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
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
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

COMPLAINT AND NOTICE TO DEFEND

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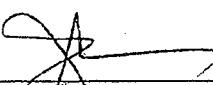
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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.


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

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.



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.

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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

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 APR	Corresponding 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%

PLEASE PAY AT LEAST THIS AMOUNT

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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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



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.

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

Capital One | 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 70884
Charlotte, NC 28272-0884
1-800-903-3637

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 15801-1878
1-800-903-3637

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 paid the entire 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, purchases, new purchases, new balance transfers) by the corresponding daily periodic rate(s) and then dividing by the 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 use the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted on the day that are allocated to that segment. This gives us the segment daily balance for each segment of your account. However, if you paid the "New Balance" shown on your previous statement in full (or if your new balance shows 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 C (Chase Prime), L (Quarterly LIBOR), C (Quarterly C), or S (Special) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period 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 waive such fee credited to you if you cancel your account within 10 days of paying the membership fee. To cancel your account, please 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 three-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, late fees, overlimit fees, cash advance fees and any other fees associated with 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.

B. 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 80 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not prevent you from writing. In your letter, give us the following information: your name, account number, the date and amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount 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.

t. 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 resolve the problem with the merchant, you may have the right to pay the remaining amount due on the property or services. You have this protection only when the purchase is for 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.

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

t. 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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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,

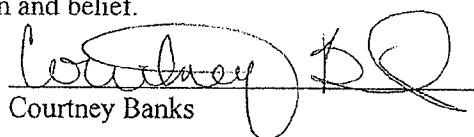
v.

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 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 DUE 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.



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

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

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

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

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

Admitted_____

Denied_____

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

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from 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.**


Lindsay Rowland, Esquire
PA I.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

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 _____

Account # 5178 0525 9719 6027

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.

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.**
†. **No Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full by the due date on your statement. For payments below, in accordance with the terms and conditions for payments below, and for amounts it is not expected by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Average Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in full by the previous billing date, the finance charge continues to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you will still owe finance charges, even if you pay the entire "New Balance" indicated on the previous statement. If you do not pay the "New Balance" in full, you did not pay the next statement in full, and you did not pay the previous statement in full, unpaid finance charges are assessed on 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 FINANCIAL CHARGE of \$0.60 will be assessed. If the total finance charge resulting from the application of your purchase rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (including New Purchases).**
a. Finance charge is calculated by multiplying the daily balance of each segment of your account (i.e. cash advances, purchases, special purchases and special purchases) by the daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these calculations to arrive at your average 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 ending balance for each segment and subtract any new transactions and any periodic finance charge calculated on the previous day(s) for that segment. We then subtract any payments or credits posted on that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. We then add the "New Balance" shown on your previous statement in full (if no balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the new balances. We calculate the average daily balance by dividing the daily balance together and then dividing by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually charged to your account.
- b. If the code "APPLIED TO" on the front of this statement refers to "Balance Rate Applied To," we multiply the average daily balance of cash segments by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, take the beginning balance of each segment, add any new transactions to each segment, and subtract any new purchases 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 incurred on the balance of each segment. This gives us the daily balance of each segment. We then add all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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

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

4. **Annual 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. **Interest on 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 if you have sent us a written notice if you cancel your account during this period, you may carry over 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 any membership fee) prior to the end of the thirty-day period.

6. **Interest on Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. You must cancel preauthorized billing arrangements. We will consider terminating your authorization to open your account. Additionally, your account will not be closed until we pay all amounts you owe us including any transactions you have authorized, finance charges, fees, due fees, overlimit fees, interest on cash advances and any other fees assessed to your account. You are responsible for those amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. We may assess all charges appearing on your account after you have requested the account to be closed or if the reporting of

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

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

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

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

If you think your bill is wrong or if you need more information about a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you later than 90 days after we sent you the first bill on which the error or omission first appeared. You can call our Customer Relations Department and pay your "New Balance" in full (excluding any membership fee) prior to the end of the thirty-day period.

7. **Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried to get help to fix the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your home, or if it is your own or operates the property or service, 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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†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browser. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be charged at PeoplePC's discretion. Continuous use subject to time-out procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.
†a. Grace Period. You will receive a minimum grace period of 25 days from the date of shipping on new purchases, new business transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice, by the payment due date, in time for it to be credited to your account on the next billing date. There is no grace period on each advances and business transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Avoiding Finance Charge. Transactions which are not subject to a grace period and are subject to 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 extended day of the current billing period. Additionally, if you did not pay the "New Balance" by the previous billing period due to a grace period, you will continue to accrue to finance charges until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement date. The grace period did not do so for the previous statement period, then the finance charges are added to the previous statement segment of your Account.

†c. Avoiding 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 is less than \$0.50, we will subtract that periodic charge from the \$0.50 minimum and the difference will be billed in the purchase segment of your account.

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

2. Avoiding Daily Balance Including New Purchases.

b. Finance charge is calculated by multiplying the daily balance of each segment of your account (excluding advance, purchase, special transfer and special purchase) by the corresponding daily credit rate(s) that has been previously assigned 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 balances to determine your periodic daily balance for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new purchases and any periodic finance charge calculated on the previous day for that segment. We then subtract any payments or credits posted to that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. We then add the New Balance shown on your previous statement in full (or your new balance if you have a credit amount), new purchases which pertain to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by dividing the daily balances together and dividing that by the number of the days in the 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 charged.

b. If the code "AP" appears on the front of this statement next to "Balance Due 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 for each day, add any new transaction to each segment, and subtract any payments or credits. If the code "N" appears on the front of this statement next to "Balance Due Applied To", we also subtract any unpaid finance charge calculated in advance of each segment. This gives us the average daily balance of each segment. We then add all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

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

b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate, the periodic rate and corresponding ANNUAL PERCENTAGE RATES may not change and may increase or decrease based on the stated indices. As found in *The Wall Street Journal*, plus the margin previously disclosed to you.

c. These changes will be effective on the first day of your billing period covered by your new statement ending in the month of April, July and October.

d. If the code D (Prime), F (1 mo. LIBOR) or G (3 mo. LIBOR) (Revised Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may rapidly 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.

e. If the code Y (Annual), O (Overlimit and Returned Payment Fees).

f. 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 of a similar nature.

5. Using Your Account.

a. 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 waived if you contact your account during this period, you may be entitled to have such fee waived 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 any membership fee prior to the end of the thirty-day period.

b. If You Close 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 waived if you contact your account during this period, you may be entitled to have such fee waived without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations

Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. You may not cancel preauthorized billing arrangements. We will consider a charge to 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, due charges, past due fees, overextended, returned payment fees, cash advances and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or if they are incurred prior to your request to close the account. This may result in changes 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 transaction 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 set out 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 have the right to use information from your check to make a one-time electronic fund transfer from your bank account or to encode 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 account, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Error Or Question About Your Bill)
If you believe 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 the date of the first bill on which the error or question appeared. You can call our toll-free customer service number, but doing so will not waive your rights. In your letter, give us the following information: your name, and account number, the error amount of the suspected charge, the date of the error and any explanation possible, of why you believe there is an error. If you have 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. We are still obligated to pay the parts of your bill that are not in question. When we investigate your account, 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 need help to good will to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have the protection only when the purchase price was less than \$50.00 and the purchase was made within the state of within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed the address, the purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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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	\$139.69
Credit Line for Cash	\$2,000
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 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 30245
SLC, UT 84130-0285

Important Account Information

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

Payments, Credits and Adjustments

1	21 DEC	Cap 1 ElectronicPhonePrint AuthDate 20-DEC	\$38.00
<u>Transactions</u>			
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 00000Q03 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.

Finance Charges

Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$1,832.45	.00000%	.00%
CASH	\$0.00	.05625% P	20.74%

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

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

#9035872503598791# MAIL ID NUMBER

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



[redacted]

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



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1. How To Avoid A Finance Charge.
a. **Grace Period.** You will have a minimum grace period of 10 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full by the due date indicated on your next statement and by the 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. **Accrued Finance Charge.** Transactions which are not paid in full in the grace period are accrued finance charge 1) from the date of the transaction or 2) from the date of the transaction processed to your account or 3) from the first calendar day of the billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your account balance until the unpaid balance is paid in full. This means that you may still owe finance charges even if you pay the entire "New Balance" indicated on your bill, your statement for the next billing period closing date, but did not do so by the grace period closing date. Unpaid finance charges are added to the applicable segment of your account.

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

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

2. Average Daily Balance Including New Purchases.

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, cash transfer, and special purchases) by the periodic daily periodic rate(s) that has been previously disclosed to you. At the end of each day for the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of that segment. Then at the end of each billing period, we add up the daily periodic rates 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 average 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 applied to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the "New Balance" in full on your previous statement in full (or your new balance was zero or a credit amount), new transactions which post to your purchase or special purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing 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 N appears on the front of this statement

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

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

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

b. If the code D (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Banker's Prime) appears on the front of this statement (or the periodic totals), 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 P (Prime), L (3-mo. LIBOR) or G (Prime)

LIBOR Replied Monthly appears on the front of your statement next to "Balance Due Applied To," 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.

d. **Assumption of Late, Overtime and Returned Payment Fees.**

Your account will be assessed no more than two late fees if late here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or reduce late fees if you are within 30 days of the beginning of your billing period 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 applied to that segment. This gives us the average daily balance for each segment of your account.

However, if you paid the "New Balance" in full on your previous statement in full (or your new balance was zero or a credit amount), new transactions which post to your purchase or special purchases segments are not added to the daily balances.

We calculate the average daily balance by adding all the daily balances together and dividing 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.

e. If the code N appears on the front of this statement

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

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

8. **Notice About Bequests/Check Conversion.** When you provide us with your card or account, you authorize us either to obtain information from your check to make a one-time electronic fund transfer from your bank account to process the payment as a check or to convert, when we are informed, from your check to make an electronic fund transfer if 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

9. **General Questions About Your Bill.** If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible with the address for inquiries shown on the front of this statement. We must receive your letter within 60 days after we send 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, address, the dollar amount of the uncorrected 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 obliged 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 filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. (You have this protection only if the purchase price was more than \$100 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 purchased, no coverage is provided regardless of amount or location of purchase.) Please remember to sign all correspondence.

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

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

b. **Assuming Finance Charge.** Transactions which are not subject to a grace period are assessed a finance charge from the date of the transaction or 2) from the date the transaction appears to your Account or 3) from the next calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in full, the finance billing period will, from time to time, accrue to assume to your unpaid balance, and the unpaid balance will be paid in full, even if you still owe finance charges, even if you may owe the entire New Balance indicated on the face of your statement by the next statement closing date, but did not pay for the previous month. Any finance charges are added to the next billing 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 added to the purchases 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, purchases, special transfer, and new purchases) by the corresponding daily periodic rate(s) that has been previously determined 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 since your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add all new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any purchases 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 for each segment of your account in one statement in full for New Balance shown on the previous statement in full, if you paid for one segment 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 the daily balances together and dividing by the number of the days in the billing period. 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 charges you are assessed.

b. If the code "A" 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 add the beginning balance of each segment for each day, add any new transactions to each segment and subtract any payments or credits that may appear on the front of this statement next to "Balance Rate Applied To." We then subtract any unpaid finance charge induced in the balance of each segment. This gives us the total daily balance for each segment. Then, we take the total daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance for each segment.

3. Annual Percentage Rates (APR).

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

4. Assessing Late, Diversified and Returned Payment Fees.

- a. **Assessing Late Fee.** If you fail to make a payment on time, you will be assessed no more than two of the fees listed here that occur during any billing period. We will assess the late fee as a percentage of the total periodic finance charge for your account, as set forth in your terms and conditions of your 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 on a future billing period.

5. Assessing Your Account.

- a. **Assessing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement is mailed to you to avoid paying the fee or to cancel the fee credited to your account. During that period, you may continue to use your account until you have paid the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay you "New Balance" before the end of the month. You will be assessed a fee for each day from the end of the month to the end of the thirty-day period.
- b. **You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your checkbook and account access checks and stop unauthorized billing, and close your account. If you do not cancel your authorized billing arrangements, we will consider receipt of a charge your authorization to repeat your account. Additionally, your account will be closed until you pay all amounts due to us including: any transactions, any late, diversified, finance charges, cash advance, overpayment fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for the fees assessed whether they appear on your account or after you request to close the account. These fees 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 reporting 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 transaction will be added to your account, and the fee 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.

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

BILLING RIGHTS SUMMARY

(In Case of Error or Complaints About Your Bill)
(In Case of Error or Complaints 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 on the back of this statement. We must receive your letter within 60 days after we sent you the bill from your account. Within 60 days after we receive your letter, we will review the error or problem you described and respond to you. If you are not satisfied with our response, you may file a complaint with Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, a description of the error and the reason for the error. If possible, if you need more information, a description of any item you are unsure about. You do not have to pay any amount in question while we are investigating the error. If you are still unhappy with the parts of your bill that are not in question, while we are investigating your question, we cannot report you as defrauded 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 service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account on 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. On business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when sending 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.

2006000100
2006000100
2006000100

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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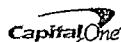
042
ACCOUNT STATUS FOR:
BRANDI N SMITH

PAST DUE!

TEMPORARILY
SUSPENDED

CapitalOne | 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 payment to:
Atria 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	.077379% P	28.24%	\$49.40
CASH	3.00	.077379% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 2148270038000180006

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

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

#9005572503598793# MAIL ID NUMBER

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



004073

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

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

1. How To Avoid A Finance Charge.
 a. **Grace Period.** You will have a minimum grace period of 21 days from the date of the transaction 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 reflected on this statement closing date. This is the period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period (new finance charge) 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in time for the grace period to avoid a finance charge, you will continue to accrue a new daily 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. This applies to all purchases and special purchases segments of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.60 will be imposed. If the total finance charge resulting from the sum of all purchases of your periodic rates is less than \$0.60, we will subtract that amount from the \$0.60 minimum and the difference will be billed to the purchase segments 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 (Involving New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special purchases and other purchases) by the corresponding daily periodic rate(s) that has been applied to each segment of your account. 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 rate for each segment of your account. We add up the total periodic rate to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new purchases and any periodic rate changes that occurred on the previous day to date for that segment. We then subtract any amounts 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 have the "New Balance" shown on your previous statement in full (or you receive a new balance or a zero or a credit amount), new purchases which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding up the daily balances together and dividing by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code "2" appears on the front of this statement next to "Balance Not 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 up all purchases or credits made, if it appears on the front of this statement next to "Balance Not Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance for each segment. Then, we add up all the daily balances for each segment for the 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. In the code "Primo," L (3-mo. LIBOR), C (Certificates of Deposit), or S (Shorter Primo) 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 be based on a decimal based on the margin, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month following the month of the change.

c. In the code "D (Prime)," F (1-mo. LIBOR) or G (3-mo. LIBOR Required Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may be based on a decimal basis 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, Overdraft and Returned Payment Fees.
 Your account will be assessed no more than twice of the fees listed below during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Transferring Your Account. If a membership fee is listed on the front of this statement, you have 30 days from the date the statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, if you continue to use your account, you will be required to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay you "New Balance" in full (excluding the membership fee) prior to the end of the thirty day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of this notice as your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us, including any transactions you have authorized, finance charges, late 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 its reopening if

your account has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a merchant that is not able to accept the fee, we 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 account cannot be used in connection with any internet gambling transactions.

8. Electronic and Electrocheck 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 to process the payment or to cash the 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 in Case Of Errors Or Questions About Your Bill
 If you think your bill is wrong, or if you need more information on a bill or statement you've received, or a statement you've received, as soon as possible at the address for service 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 Department and we will preserve your rights. In any 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 may request it. 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 write the merchant to pay the remaining amount of the purchase or credit. You have the right to do this only when the purchase price was more than \$50.00 and the purchase was made in your state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we sell the merchant an advertisement for its products 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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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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042
ACCOUNT STATUS FOR:
BRANDI N SMITH

PAST DUE!

TEMPORARILY
SUSPENDED

CapitalOne 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

Payments, Credits and Adjustments

Transactions

1	23 MAR	OVERTIME 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.

At your service

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

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

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.

WCB98

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,171.89	.07737% P	28.24%	\$47.05
CASH	\$0.00	.07737% P	28.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

28.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

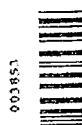


0000000 0 5178052597196027 23 2259320038000259322

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

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

New Balance	\$2,259.32
Minimum Amount Due	\$259.32
Payment Due Date	April 22, 2006
Total enclosed:	\$ <input type="text"/>
Account Number:	5178-0525-9719-6027



#9008372503598795# MAIL ID NUMBER

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

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

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

23805 0 0100
3653M
25

1. **How To Avoid A Finance Charge.**
T-**a.** **Credit Period.** You will have a minimum grace period of 25 days without finance charges of 0% interest rates, new balance, no fees, no special interest rates and new credit due. If you have 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 for any advances, or special interests. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Averaging Finance Charge.** Transactors which are not subject to a grace period are assessed interest rates. 1) from the date of the transaction, 2) from the date the transaction is posted to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period, finance charges continue to accrue to your unpaid balance until the balance is paid in full. This means you may still owe finance charges, even if you pay the entire New Balance indicated on 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 rates is less than \$0.50, we will apply the exact amount, from \$0.50 up, 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 cash segment of your account (e.g., cash advance, purchase, transfer, and special purchase) by the corresponding daily periodic rates) that have been previously disclosed to you at the end of each day during the billing period, we divide the daily periodic rate for each segment by 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 then add the results from each segment together to get 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 for the previous day's balance for that segment. We then subtract any payments or credits made on that day that are allocated to each segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit balance), new transactions will post to your account as a separate segment. These new segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, we take your average daily balance by the periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between 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", 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", we also subtract any possible 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 D (Prime), F (1-mo.), M (30-day), C (Certificate of Deposit), or S (Interest Paid) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.
c. This will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. If the code D (Prime), F (1-mo.), M (30-day), C (Certificate of Deposit), or S (Interest Paid) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

4. **Assessment of Late, Overdraft and Returned Payment Fees.**

Your account will be assessed no more than one of the fees listed here that occur during any billing period. Unless the terms of your account otherwise provide, 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. **Borrowing Your Account.** If a membership fee appears on the front of this statement, we have 30 days from the date of this statement to make it to you to waive 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 or by mail "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 cancel all your card(s) and close all your 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, you must cancel all your card(s) and close all your checks, including any transfers you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for any fees whether they appear on your statement at the time you request to close your account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the recipient of

your account. If it has already been closed. For example, if you authorized a purchase from a merchant and you receive the transaction from the merchant after your account has been closed, the amount will be reported, and you will be responsible for payment. If this is a membership fee for your account, the fee will continue to be charged, to the extent possible, until it is paid in full. We will make the payment to the merchant 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 or preprint your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we receive information from you 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 A Problem 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 as a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you within 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, a description of the error or problem, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. We will acknowledge your question, can respond to your inquiry or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or service that you purchased with a credit card and you have tried in good faith to 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 is more than \$50,000 and you purchased it in your home state or 100 miles from your mailing address. (If we own or operate the merchant, or if we misled 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

CapitalOne

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.**

055

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

CapitalOne

PLATINUM MASTERCARD ACCOUNT

MAR 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 30285
SLC, UT 84130-0285

Finance Charges

Please see reverse side for important information

	Balancer rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,285.97	.078054% P	28.49%	\$55.31
CASH	\$0.00	.078054% P	28.49%	\$0.00

28.49%

ANNUAL PERCENTAGE RATE applied this period

475323A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

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	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9011372503598790# MAIL ID NUMBER

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

047593
047593

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

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

1. How To Avoid A Finance Charge.
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 instructions in the notices below, and in accordance with your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Unpaid Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period, whichever, if you do not make a "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 face of your statement by the next statement closing date, but did not make a "New Balance" in the previous month. Unpaid finance charges are added to the applicable payment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum FINANCE CHARGE of \$0.50 will be assessed. If the total amount of your purchases, less any application of your periodic credit 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 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 purchases, and special purchases by a corresponding daily periodic rate) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate 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 divide the total periodic balance by the number of days in the current billing period.

b. **Assessment of Late, Overlimit and Returned Payment Fees.** A finance charge will be assessed no more than two (2) times per month on the total balance of your account to you if you fail to pay the amount due on or before the due date. 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 divide the total periodic balance by the number of days in the current billing period. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the daily balance for each segment of your account. However, if you paid the minimum amount 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 the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between the total balance and the amount of finance charge actually assessed.

c. 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, subtract any payments made to each segment (if the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment). This gives us the daily balance for each segment. We divide the total periodic rate 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 your statement or agreement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Premium) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly. The APR increases or decreases based on the period indicated, 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 disclosed statement ending in the month of the period indicated.

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

4. Assessment of Late, Overlimit and Returned Payment Fees. A finance charge will be assessed no more than two (2) times per month on the total balance of your account to you if you fail to pay the amount due on or before the due date. 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 divide the total periodic balance by the number of days in the current billing period.

5. If You Close Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date that statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you cannot pay your membership fee, you may contact us 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 current billing period.

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

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for paying the merchant. If the merchant is not your account, the fee will continue to be applied, 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 website.

8. Information 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 conversion. When we process the payment as a check conversion, when we 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 us on a separate sheet of paper and include the address to be returned above 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, or do not mail us to preserve your right to complain. 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, the name and address of the item you did not receive. 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 reissue you as delinquent or take any action to collect the amount you question.

3, 4. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have a right to cancel the remaining amount due for 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, or in our own or operating the merchant, or if we do not have the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne®

what's in your wallet?

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	\$200.00
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You 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 CASH	\$2,343.02 \$0.00	.07805% P .07805% P	28.49% 28.49%	\$54.86 \$0.00

ANNUAL PERCENTAGE RATE applied this period

28.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 2239490200000239496

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

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

New Balance	\$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

#9014472503598795# MAIL ID NUMBER

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

047022

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

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

1. How To Avoid A Finance Charge.
a. Once Period. You will have a minimum grace period of 20 days from the date of 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 on the front of your monthly statement closing date. There is no grace period on cash advances or other transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
b. Avoiding Finance Charge. Transactions which are not subject to grace period or customized finance charge 1) subject to the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" in time, the previous billing period's balance will continue to accrue to new or "new" credit balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire "New Balance" indicated on the front of your statement by the next statement closing date. We will add so much to the previous balance for finance charges as to make 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 applied. If the total finance charge resulting from the application of your periodic rate is less than 0.50%, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
d. Temporary Reduction in Finance Charge. We will reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).
a. Finance charge is calculated by multiplying the daily balance of each segment of your account (new, cash advances, purchases, cash transfer, and special purchases) by the average daily periodic rate that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate to each segment of your account and the daily balance of each segment. Then at the end of the billing period, we add up the daily balance for each segment to arrive at your average daily balance for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we add up the beginning balance for that segment and add any new transactions and any previous 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 balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which has to your purchase or special purchase segments are not added to the balance. We calculate the average daily balance by adding all the daily balances 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 the days in the billing period. Due to rounding off, there may be a slight variance between this calculation and the amount of the 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 code N appears on the front of this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge included in the balance of each segment. This gives us the average daily balance for each segment. Then we divide 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, the periodic rate, rates and corresponding ANNUAL PERCENTAGE RATES may vary and increase or decrease based on the rates indicated, 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 as indicated by the next statement closing date, or January, April, July and October.
c. If the code D (Prime), F (1 mo. LIBOR) or G (3 mo. LIBOR Replied Monthly) appears on the front of your statement next to the periodic rate, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary and increase or decrease based on the rates indicated, 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 as indicated by the next statement closing date.
4. Assessing Late, Overlimit and Returned Payment Fees.
a. 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 have the right to waive or not assess any fees without prior notification to you without giving you the right to assess the same or similar fees at a later time.
b. Paying Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement is issued to you to avoid paying the membership fee credited to you if you close 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.
c. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must designate your account card and account access checks and present a telephone bill, receipt or other document. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay off all fees, including any fees assessed until you pay off all fees, including any fees assessed, any transactions you have authorized, finance charges, past due account, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these fees and whether they appear on your account at the time you request to close the account or are still incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us to use information on your check to make an electronic transfer in return from your bank account of 10 dollars 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 account, or when we do not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors, See "Billing Rights About Your Bill")
If you believe 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 or addresses shown on the front of this statement. We will mail your bill to you no later than 60 days after the first bill in which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the amount of the suspected error, the date of the error, and a description of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. When we investigate your question, we cannot respond to delinquent or take any action to collect the amount you question.

5. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services 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 is more than \$50.00 and the purchase was made in your home state or where you have 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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Mention Offer Code: OPAL
Or visit www.peoplepc.com/go/opal

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PeoplePC Accelerated: First 3 months of service are billed at \$4.97 a month. \$9.95 a month thereafter. 12-month commitment required for PeoplePC Accelerated. Month-to-Month pricing with no term commitment is \$14.95 for PeoplePC Accelerated; \$9.95 for PeoplePC Online without accelerator technology. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

[†]With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. Service not available in all areas. Access fees, taxes and other fees and restrictions apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.
† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new special purchases, new other charges if you pay the "New Balance" in full within 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. **Annual 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 of the transaction is precessed on your account or 3) from the first day of the next billing cycle. To do this, we also subtract the "New Balance" included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

c. **Periodic Rate.** The term "Annual Percentage Rate" may appear as "APR" on the front of your statement. If the code P (Principal), and N (New Balance), C (Certificate of Deposit), or S (Savings Account) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will become effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. **Minimum Finance Charge.** For each billing cycle in which your account is subject to a grace period, 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 paid to the purchase segment of your account.

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

2. Average Daily Balance (including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash purchases, 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. This is the end of the billing period, we add up all the daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. We then divide the total periodic finance charge by your account balance to arrive at your average daily balance for that segment.

b. **Assessment of Late, Overdraft and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during the billing period. Under the terms of your account agreement, we reserve the right to waive the fees to assess any fees without prior notification to you without violating our right to assess the same or similar fees at a later time.

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

d. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access card(s) and cancel all preauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to deepen your account. Additionally, you account will be closed until you pay us all fees you owe us including: any fees you have authorized, finance charges, post due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for those amounts whether they appear on your statement or not. You request to close the account 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 return to be closed or the resumption of

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

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

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

g. If the code P (Principal), and N (New Balance), C (Certificate of Deposit), or S (Savings Account) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will become effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

h. If the code D (Principal), F (1-month BOM), or G (Certificate of Deposit) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will become effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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

j. **Notice About Electronic Check Conversion.** When you present an electronic check for 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 deposit. When we receive information from you to make an electronic fund transfer, your 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.

k. **OUR RIGHTS SUMMARY.**

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 or a separate sheet as soon as possible. We will respond to inquiries shown on the front of this statement. We must hear from you within 60 days after we send 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, 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 must allow us to copy the parts of your bill that are in question. While we investigate your question, we cannot report you as delinquent or take any action in collect the amount you question.

l. **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 if the merchant's protection only when the purchase price was more than \$100 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.

m. **Does not apply to consumer non-credit card accounts.**

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

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q. **OILOLEAK**

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, and 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, it is for the entire duration to be closed, as permitted by law, until the previous 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 present an electronic check for 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 deposit. When we receive information from you to make an electronic fund transfer, your 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.

9. **OUR RIGHTS SUMMARY.**

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 or a separate sheet as soon as possible. We will respond to inquiries shown on the front of this statement. We must hear from you within 60 days after we send 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, 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 must allow us to copy the parts of your bill that are in question. While we investigate your question, we cannot report you as delinquent or take any action in collect the amount you question.

10. **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 if the merchant's protection only when the purchase price was more than \$100 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.

11. **Does not apply to consumer non-credit card accounts.**

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

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15. **OILOLEAK**

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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 treasury 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 funds 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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a month;
\$9.95/mo. thereafter

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



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

Payments, Credits and Adjustments

1	19 JUL	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 84139-0285

Important Account Information

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to purchases	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,061.07	0.7942% P	28.99%	\$49.11
CASH	\$0.00	0.7942% P	28.99%	\$0.00

28.99%

ANNUAL PERCENTAGE RATE applied this period

22737M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5178052597196027 23 2003050100000060004

Please print mailing address and/or email address below using blue or black ink.

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

New Balance	\$2,003.05
Minimum Amount Due	\$60.00
Payment Due Date	August 23, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-9719-6027

#9020472503598797# MAIL ID NUMBER

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



022737

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

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For questions, call toll-free at 1-888-STRYNOW.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedure. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new checks, and other charges if you pay the "New Balance" in full and on 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 "New Balance".
 - b. **Refunding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charges. If you pay the "New Balance" in full and on time for the transaction, you will not be charged a finance charge. 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 be charged finance charges, even if you pay the entire "New Balance" indicated on the front of your statement closing date, but do not pay the amount by the next statement closing date, but do not pay the amount by the previous month. Unpaid finance charges do not add to the applicable segment of your account.
 - c. **Minimum Finance Charge.** If you do not pay the "New Balance" in full and on time for a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will add the minimum amount to the purchase segment of your account.
 - d. **Waiving of Finance Charge.** We reserve the right to not assess any of all finance charges for any given billing period.
 - e. **Average Daily Balance (including New Purchases).** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfers, and special purchases) by the corresponding daily periodic rate(s) that have been previously disclosed to you. As the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. At the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We then add up the results from both segments 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 sum all of your payments or credits posted to each segment that are applied to that segment and add 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 from new transactions which pertain to your previous statement, special purchases segments are held separate from the daily balances. We multiply your average daily balance by the daily periodic rate and then by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and then by the number of days in the billing period. Due to rounding on the daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - f. If the code Z or 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 transaction to each segment, and then subtract any payments or credits. (If the code Z or N appears on the front of this statement next to "Balance Rate Applied To", we also add any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up 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 Z or N (0-mo. LIBOR) or C (0-mo. LIBOR and Month) 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 interest rates 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 closing. In the morning (about 8:00 a.m. ET), F (1-mo. LIBOR) or G (3-mo. LIBOR and Month) 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.

- c. If the code Z or N appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overdue, and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed below during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees within prior notice to you without violating our right to assess the same or similar fees at a later time.

- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this 30 day period, you may continue to use your account while we have to pay the membership fee. After this 30 day period, you must renew by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee prior to the end of the thirty day period).
- f. **If You Close Your Account.** You can choose 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 accept receipt of a charge you have authorized to open your account. Your account will not be closed until we receive 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 interest, and any other fees on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the ceasing of

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

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

8. **Information About Electronically Checked Conversion.** When you provide a check as payment, you authorize us to obtain information from your check account and your bank account or to electronically 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 in Case of Errors or Discrepancies About Your Bill. If you think your bill is wrong or you need more information about your 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 will hear from you no later than 60 days after we send you the first bill on which the error or discrepancy appears. You can call our Customer Relations Department, but doing so will not preserve your rights in your letter, plus to the following information: your name and account number, the dollar amount of the disputed item, a description of the error and an explanation. If you do not know what the bill is about, there is an error, or if you need more information, a description of the item or service you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot repossess you as delinquent or take any action to collect the amount you question.

4. [†] Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you 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. (We will not 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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Call 1-877-886-9111 today to see how much you could save.
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1. How To Avoid A Finance Charge.
a. **Grace Period.** You will have a minimum grace period of 10 days* to pay finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your bank statement date. There will be no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding Finance Charge.** Transactions which are not completed in the period and/or incurred 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" in full, the total finance charge resulting from the transaction(s) your account balance 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.

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 applied. If the total finance charge resulting from the transaction(s) your account balance is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

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

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

f. **Finance Charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, new purchases and new other purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily periodic rates to arrive at your total finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add new purchases and new other purchases charged 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. If you have the "New Balance" shown on the previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by dividing the daily balances together and then dividing by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge you were assessed.**

g. **If the code "Z" or "M" appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any new credits. (If the code "M" appears next to 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.**

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

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

i. **In the case of a new (i.e., LBO/R, C (Certificate of Deposit) or S (Standard Prime) account on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the market conditions 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.**

j. **Assessment of Late, Overlimit and Returned Payment Fees.**

k. **If the amount you owe is increased no more than twice the fees listed below 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 violating our right to assess the same or similar fees at a later time.**

l. **Terminating Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period you may continue to use your account and we will not stop 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.

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

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction information months after your account has closed, your account will be reopened, and 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 be added to the amount of the charge and will be paid in full as defined above.

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

o. **Notice About Electronic Check Conversion.** When you use your account to pay bills, 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 a one-time electronic fund transfer, the money 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 on your bill, write to us on a separate sheet as soon as possible after the date for information shown on the front of this statement. We must receive your letter 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, address, telephone 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 until we have investigated it, but you must agree 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. In this case, you must pay the amount you purchased if the amount you purchased or the purchase price was more than \$500.00 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 p.m. PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day you send them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you mail 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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HAVE FUN**

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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	\$18.58
 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

Payments, Credits and Adjustments

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

At your service

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

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One Bank
P.O. Box 70884 P.O. Box 30285
Charlotte, NC 28272-0884 SLC, UT 84133-0285

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.

11915M

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,973.69	.07942% P	28.99%	\$48.58
CASH	\$5.00	.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

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

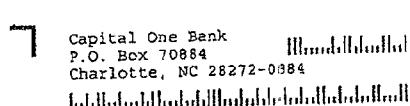
New Balance	\$1,901.46
Minimum Amount Due	\$57.00
Payment Due Date	October 23, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-9719-6027

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

#9026772503598794# MAIL ID NUMBER

BRANDY N SMITH
15 HUBERT ST
DU BOIS PA 15601-1627

011915 

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† How To Avoid A Finance Charge.

†. **Grace Period.** You will have a minimum grace period of 26 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your bill in full by the due date. Accrued interest is important. Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total new balance.

2. **Accruing Finance Charge.** Transactions which are not subject to a grace period will accrue finance charge 1) from the date of the transaction or 2) from the date of the transaction is posted to your account, whichever is later, up to the date 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 be charged interest on the amount if you do not pay the "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 your account.

†. **Minimum Monthly Payment.** For each billing period that you are subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will add that amount from your \$0.50 minimum to the total finance charge to be paid in the minimum of your account.

†. **Emergency 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).** We calculate this 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 were booked previously during the billing period. Then, during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We do the same for the remaining segments of your account to arrive at the total periodic finance charge for your account. To get the total balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge for each segment for those days that were booked. We then subtract any new purchases or credits posted as of the 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 statement in full (or if your remaining balance is zero or a credit amount), new purchases which post to your purchase or special purchases segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing period. To calculate your total finance charge, we multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge accrued on your account.

3. **How To Compute The Average Daily Balance.** To obtain the average daily balance for the billing period covered by this statement, we will first add any new beginning balance, any segment, and add any new purchases or credits. At the end of this statement, we will subtract any unpaid finance charge from the total of new purchases of each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances 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.** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

4. **How To Compute The Annual Percentage Rate.** If the code P (Prime), L (3 mos., LIBOR) or C (Certificate of Deposit) or the Capital One Prime appears on the front of this statement, the rate is the prime rate plus 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 become effective on the first day of your billing period as covered by your periodic statement ending in the months January, April, July and October.

5. **if the code D (Prime), F (1 mos., LIBOR) or G (3 mos., LIBOR) appears monthly.** If the code D (Prime) appears on the front of this statement, the rate is the prime 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 become effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two (2) fees listed here that occur during the period you are not in compliance with your 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. **Thruway Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date the statement was mailed to you to pay the fee or we have to charge late credits 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/or by mailing "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department and canceling your credit card and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your account. After your account is closed, your account will not be closed unless you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advances fees and any other fees we charge.

7. **How To Close Your Account.** You may request to close your account on your account at the time you request to close the account or they are received subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the requesting of your account to be closed.

8. **How To Make A Purchase.** We will accept a purchase from a merchant and we will record the transaction from the merchant after your account has been closed. Your account will be recorded, the amount of the charge will be added to your account, and you will receive a receipt for the purchase. If there is a minimum 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 may be used in connection with any internet banking transaction.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a 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 have any questions, 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 or statement. If you do not know the address, call our Customer Relations number, but doing so will not impair your rights. In your letter, give us the following information: your name and account number, the date and amount of the suspected error, the name and account number of the party you believe is responsible for the error, and if you need more information, a description of the item you are unsure about. You do not have to pay the amount in question while we are investigating it, but you are still obligated to pay the parts you do owe. If you are not in question, we will waive any late payment, we cannot report you as delinquent or take any action to collect the amount you question.

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

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. If you have a problem with a credit card purchased for less than \$500.00 and the purchase was made in your home state or within 100 miles of your mailing address, if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne | what's in your wallet?

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

Payments, Credits & Adjustments
1 21 APR PAYMENT

\$100.00

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 applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,128.21	0.08011% P	29.24%	\$52.00
Cash	\$0.00	0.08011% P	29.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 29.24%				

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 28272-0684

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
PLEASE RETURN PORTION BELOW WITH PAYMENT

01BC6056

0 5178052597196027 23 2063150100000063159

CapitalOne | what's in your wallet?

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

PLEASE PAY AT LEAST
THIS AMOUNTAmount 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 @

#9011472503598798# MAIL ID NUMBER

BRANDI N SMITH

15 HUBERT ST

DU BOIS, PA 15601-31627

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0684

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1. How to Avoid a Finance Charge. If you pay your total "New Balance" in full by the due date on your statement, you will not be charged a finance charge. 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 of payments below, and in time for it to be credited by your bank statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on a transaction if you do not pay the total "New Balance".

b. Acquiring Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the 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 balance as 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 not to 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 from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted on 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), neither the daily balance posted to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis 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 your statement.

b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bancard 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 P (Quarterly 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 notice to you without waiving our rights to assess the same or similar fees if in the future.

5. Reminding 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 your account 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, do not cancel preauthorized billing arrangements, we will consider reactivating or changing your account to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including any transaction fees you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close your account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.

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 write a check as payment, you authorize us to take 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 you 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 account number, the dollar amount of the suspected error, a description of the error or, if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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 have the right not to pay the remaining amount due on the property or services. You have this protection only if the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If 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.

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

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TC-08

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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® does credit cards—and then some!

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
\$2,063.15	-\$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

Payments, Credits & Adjustments

1	21 MAY	PAYMENT	\$75.00
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MasterCard Platinum Account
5178-0525-9719-5027

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%

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

6056 506 1 7 23 070523 PAGE 1 OF 1
PLEASE RETURN PORTION BELOW WITH PAYMENT

01BC6056

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

Account Number: 5178-0525-9719-5027

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 15801-3627

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

Please write your account number on your check or money order made payable to Capital One Bank and mail 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.**
2. **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."
3. **Accruing Finance Charges.** Transactions which are not subject to a grace period are assessed finance charge 1) the date of the transaction or 2) from the date the transaction is posted to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may add new 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(s) of your account.
4. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.20 will be imposed.
5. **Temporary Reduction in Finance Charge.** We reserve the right to waive any or all finance charges for any given billing period.

6. **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 transfers, 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 that segment. Then at the end of the billing period, we add up the results of these daily calculations to get at your periodic finance charge for each segment. We add up the results from each segment to get the total periodic finance charge for your account. To get the daily balance for each segment of your account, 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 purchases 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 difference between this calculation and the amount of finance charge actually assessed.

7. **Annual Percentage Rates (APR).** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
8. **if the code P (Quarterly Prime), L (Quarterly LIBOR), Q (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 month of January, April, July and October.**
9. **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 covered by your periodic statement ending in the month of January, April, July and October.**
10. **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. We also reserve our right to assess the same or a similar fee at any time.
11. **Renewing Your Account.** If a membership fee appears on the front of your statement, you have 30 days from the date of the statement, mailed to you to avoid paying the fee or to have such credit applied 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.
12. **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 all purchases. After your request to close, if you continue to transact or do not cancel preauthorized billing arrangements, we will consider receipt of a charge as an unauthorized transaction to keep your account open. However, your account will not be closed until you pay all amounts you owe us including any transaction you have authorized, finance charges, past due fees, overlimit fees, returned 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 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 indicated on the front of this statement. We will respond to 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 prioritize 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 Cards

If you have a problem with the quality of property or services that you purchased with a credit card and you have paid 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

01BC6056-6 12/21/06

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

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

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

**Keeping your credit in good standing can
do a lot more than you think.****GOOD CREDIT = GOOD CREDIT REFERENCES****BETTER INTEREST RATES**

(good credit could mean lower interest rates)

**IMPROVED CHANCES TO GET APPROVED FOR
LOANS (when you want to buy a home or new car)**

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500008-08503

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

Page 1 of 1

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	\$2,080.07	0.08011% P	29.24%
Cash	\$0.00	0.08011% P	29.24%
ANNUAL PERCENTAGE RATE applied this period: 29.24%			

At Your Service 1-800-933-3637
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

PLEASE PAY AT LEAST THIS AMOUNT
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.

Payments, Credits & Adjustments**Transactions**

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

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

6056 506 1 07 1 070702 PAGE 1 OF 1
01DM6056
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?

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 _____ @ _____

Amount Enclosed _____

#9018472503598791# MAIL ID NUMBER

BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15601-1878Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884
1-800-933-3637

1-800-933-3637

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

d. Temporary Reduction in Finance Charge. We reserve the right to reduce 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, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of 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 (or if a new balance was zero) and did not make any transactions, which adds 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 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. The code F (Monthly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankers Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.

c. If the code D (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 which 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 void paying the fee if you are not entitled to it or 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 transfer or do not cancel preauthorized billing arrangements, we will consider receipt of a change of address notice as keep your account open. Additionally, your account will not be closed until we pay as many fees as possible or including any fees you have authorized, finance charges, past due fees, annual 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 check only 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 inaccurate, tell us and we will make more information on a separate sheet 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 80 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 pursue your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in dispute while we are investigating. We are not 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.

T. Social 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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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 ordered 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.

CapitalOne

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

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

6056 506

1 07 1 070801 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 2314040075000314040

CapitalOne

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

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 15801-3676

Capital One Bank
P.O. Box 70884
Charlotte, NC 28272-0884
1-800-903-3637

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 charges on new purchases, new balance transfers, new special purchases and new other charges if you do not select "New Balance", in accordance with the important Notice for payments before due date, 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 or no 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. If you did not pay the "New Balance" from the previous billing period in full, finance charges will continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you paid 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. Upgraded finance charges are added to the applicable segment of your account.

c. Minimum Finance Charge. For each billing cycle 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 (excluding New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g. cash advance, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of 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 the segment. This gives us the separate daily balance for each segment of your account. However, if you closed in full (or if your new balance was zero in a credit amount), new transactions, which post to your balance 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), C (Quarterly CD), or S (Bimonthly Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may change monthly and may increase or decrease based on selected 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 selected 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, starting with the first day of your billing period each month.

4. Assessment of Late Overdraft 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 notice to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 10 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 with 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 obtain 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 checking account to process the payment as a check would. 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: Questions about Your Bill)

If you think your bill is wrong, or if you need more information on a bill, write to us on a separate sheet of paper or on a copy of the address or bill, within 60 days of the date 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 will not consider you as delinquent or take any action related to the amount you question.

z. 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.

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

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

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TC-08

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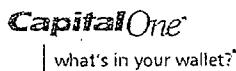
Important Notice: Payments you mail to us will be credited to your account on the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payment is received by our processing center by 3 p.m. ET (12 noon PT). Please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

1. How to Avoid a Finance Charge.	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.
1 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 a 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 accrued 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 your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable statement balance on 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 \$0.60 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, purchases, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to the daily balance of each segment. Then at the end of the billing period, we add up the results of the daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment 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 affecting 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 balance or special purchases, will not be added to your 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	
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 us at the address below or call our customer service center for information about the bill or the 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 amounts you owe.	
1. 5% Special Rule for Credit Card Purchases	
If you are dissatisfied 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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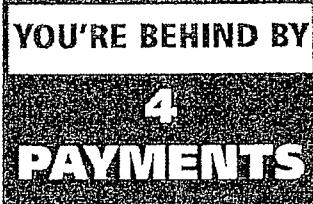
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received 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.



BRANDI N SMITH



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

500011

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

MasterCard Platinum Account
5178-0525-9719-6627

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 relo 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%

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

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 28272-0884Send Inquiries to:
Capital One - P.O. Box 30285 - Salt Lake City, UT 84130-0285Have 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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1 07 1 071001 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

Capital One® what's in your wallet?

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

PLEASE PAY AT LEAST
THIS AMOUNTAmount 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 @

#9027572503598797# MAIL ID NUMBER

BRANDI N SMITH

19 N MAIN ST

DU BOIS, PA 15801-1876

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

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

<p>1. How to Avoid a Finance Charge.</p> <p>t a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment method. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. Acurring Finance Charge. Transactions which are not subject to a grace period (ie. 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 on 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.</p> <p>t c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.56 will be imposed.</p> <p>t d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases). 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) for each segment previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily 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), neither the original amount of your purchase or special purchase segments are not added to the new 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</p>	<p>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 minor finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rates (APR).</p> <p>The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>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 charges will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Monthly 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 charges will be effective on the first day of your billing period each month.</p> <p>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.</p> <p>t 5. Renewing Your Account. If you sign up for a service on the front of your statement, you have 30 days from the date this service was installed 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.</p> <p>t 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, including all past due transactions you owe us, finance charges, past due minimum 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 the fee appearing on your account after you have requested the account to be closed.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion.</p> <p>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p>
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BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of 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 the error occurred, or if you need more information, a description of the item you believe was wrong. 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. T 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.

t Does not apply to consumer non-credit card accounts

t Does not apply to business non-credit card accounts

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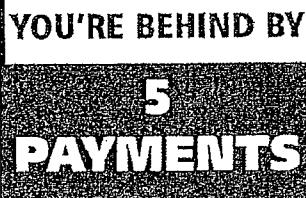
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received 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.



BRANDI N SMITH



IT'S STILL NOT TOO LATE.

500012

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-C8593

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

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

PLEASE PAY AT LEAST THIS AMOUNT

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

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 Relations or 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.

6056 506 1 07 1 071101 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 2690270075000690274

Capital One | what's in your wallet?

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

#9030772503598798# MAIL ID NUMBER
BRANDI N SMITH
19 N MAIN ST
DU BOIS, PA 15801-1878

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

1. How to Avoid a Finance Charge.

f. 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 of Payments Due and in time for it to be mailed by the 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 for 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 in full by the time your statement is issued on 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.

t. 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.

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

2. Average Daily Balance (including New Purchases).

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 have been previously disclosed to you. At the end of each day during the billing period, we add 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 on a credit transfer transaction which paid to your purchases or special purchases segments are not added to the daily balances). We calculate the average daily balance by adding all the daily balances 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 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 Rate (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 month of January, April, July, and October.

c. If the code B (Monthly Prime), F (Monthly LIBOR), or G (Monthly 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 notifications 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, we have 30 days from the date the statement was mailed to you to avoid paying the fee or to have such fee credited to you if you 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 unauthorized billing and cease using your account. After your request to close, if you continue to transact or do not cancel unauthorized 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 due and in full. If you do not communicate to us we 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. 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 transfer of funds from your checking account to process the payment as a credit 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 transaction in unsure about. You do not have to pay any amount in question until we have investigated 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.

t. 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 service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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

t. 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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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 package before the end of this statement and you check in the enclosed回执栏 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 paid by your payment due date. There is no grace period on cash advances and balance transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **According Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or from the first 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 continues until the date of the transaction or until you pay the entire New Balance indicated on the first copy of the 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 apply any new transactions and any periodic finance charges for each segment to the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily 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 this calculation and the amount of finance charge actually assessed.

Annual Percentage Rate (APR).

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

b. If the code P (Quarterly Prime), L (Quarterly LIBDR), C (Quarterly Cash) or S (Bankard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate and corresponding APR will be increased. APRs may vary, quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the 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 parabolic rate(s), the parabolic 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

months, as taught in *The Wall Street Journal*, plus the margin previously disclosed to you. These charges will be effective on the first day of your billing period each month. **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. **Renewing Your Account.** A membership fee appears

3. **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 renew your membership.

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.

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. After your request to close, if you continue to use and/or do not cancel preauthorized billings arrangements, we will consider each of a usage your authorization to keep your account open. Additionally, your account will not be closed automatically. If you do not respond to us within 30 days of our instructions you will be subject to late fees, finance charges, past due fees, overlimit fees, returned check fees, and other fees and expenses and any other fees assessed to your account. You are responsible for these amounts which 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 of why you believe it is an error; or if you need more information, the name and address of the company you are sure about. You do not have to pay any part of your bill while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. **I. Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that

you have a problem with the quality of property you purchased with a credit card and you have

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.

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Monday, September 19, 2011 10:39 AM, © 2000 Capital One

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

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:

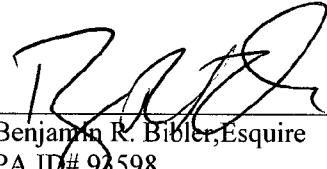
Brandi N Smith
19 N Main St
Du Bois, Pa 15801

Synday Lewland

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. Bieler, 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,

Case No.: 08-2406-CD

vs.

TYPE OF PLEADING:

BRANDI N SMITH,

FILED ON BEHALF OF:

Defendant.

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 12:02 PM NO
NOV 19 2009 CC
S
William A. Shaw
Prothonotary/Clerk of Courts
⑥

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,

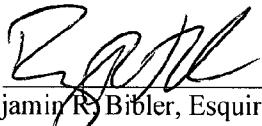
Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

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

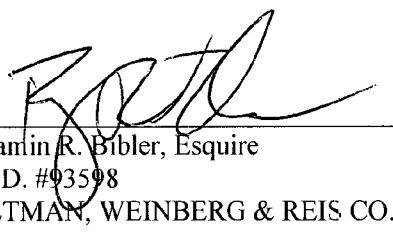
WELTMAN, WEINBERG & REIS, CO., L.P.A.

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 Praecipe 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

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

CAPITAL ONE BANK (USA) NA

Plaintiff

No. 08-2406-CD

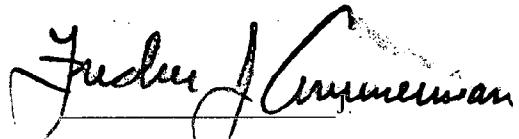
vs.

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 ~~10~~ p.m. Courtroom #1 Clearfield County Courthouse,
Clearfield, PA 16830.

BY THE COURT:



FILED
01/04/2010
NOV 20 2009
Atty Bibler

S
William A. Shaw
Prothonotary/Clerk of Courts

610

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 (60)
m 112-151c
William A. Shaw
Prothonotary/Clerk of Courts

1 Cents to Mail

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".

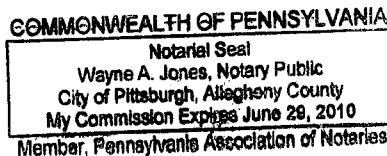
2. On or about November 25, 2009, Plaintiff mailed the Order of Court to 19 N. Main Street, DuBois, PA. 15801.

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 37th
day of November, 2009.

~~NOTARY PUBLIC~~



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 ~~2:00~~ p.m. Courtroom #1 Clearfield County Courthouse,
Clearfield, PA 16830.

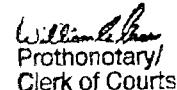
BY THE COURT:



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. Hess
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

William A. Shaw
Prothonotary/Clerk of Courts

DEC 02 2009

FILED

Plaintiff: Capital One Bank

No: 08-2406-CD

Defendant: Brandi N. Smith

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 one 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 several times during this proceeding.

Brandi N. Smith

December 03, 2009

FILED NO
M121650
DEC 07 2009
S ④
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON FLEAS 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 No.08-2406-CD

vs.

**PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT**

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

FILED Atty pd. 20.00
M 12/13/09 DEC 28 2009 1CC & Notice
to Def. (610)
S William A. Shaw
Prothonotary/Clerk of Courts

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.

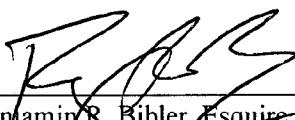
7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies,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

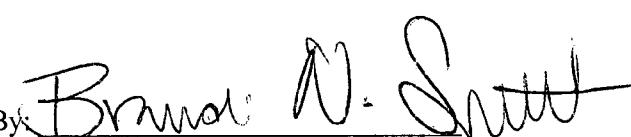
9. Intending to be legally bound, the parties set their hands and seals this 17 day of December
2009.

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

By:


Benjamin R. Bibler, Esquire
PA I.D. #93398

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

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

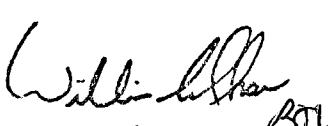
Trespass Judgment in the amount
of \$_____ plus costs.

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.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
 Award
 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

FILED

CIVIL DIVISION

NO. 08-2406-CD

DEC 28 2009

5 n/2-36/1
William A. Shaw
Prothonotary/Clerk of Courts

CAPITAL ONE BANK (USA),NA,

Plaintiff,

vs.

BRANDI N SMITH,

Defendant.

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

PRAECIPE TO WITHDRAW MOTION FOR SUMMARY JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to withdraw the Motion For Summary Judgment, 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.
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436 Seventh Avenue
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CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe 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: 

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