

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA

MARGARET MURR, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

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

Defendant.

Civil Action No.: 1:13cv 1091

JURY TRIAL DEMANDED

LMB/TCB

2013 AUG 30 P 3:21
CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

FILED

CLASS ACTION COMPLAINT

Plaintiff Margaret Murr ("Plaintiff") brings this action on behalf of herself and all others similarly situated against Capital One Bank (USA), N.A. ("Capital One" or "Defendant") pursuant to Rule 23 of the Federal Rules of Civil Procedure. Plaintiff's allegations against Defendant are based on information and belief and upon investigation of Plaintiff's counsel, except for the allegations specifically pertaining to Plaintiff herself, which are based upon her personal knowledge.

INTRODUCTION

1. Using standardized and materially uniform promotional materials, Capital One offers customers the opportunity to "SAVE!" with 0% APR for 12 months on funds borrowed through the use of its "Access Checks." The Access Checks are included with the promotional materials (the "0% APR Offer") mailed to Plaintiff and the other members of the Class. See Exhibit A at 1.¹ In the promotional materials, Capital One states that it will merely assess a

¹ Capital One made 0% APR Offers with slightly different promotional periods (*i.e.*, 6 and 12 months) and associated transaction fees (*i.e.*, 2% and 3%). Notwithstanding the different promotional periods or transaction fees, Capital One's misrepresentations, omissions, and resulting unlawful practices at issue are the same. For purposes of formatting, what appear as

onetime charge equal to 2% of the funds obtained by writing the Access Checks. Beyond this 2% transaction fee, customers will not be charged anything if the Access Check funds are repaid by the end of the 0% APR Offer's promotional period. According to Capital One, "The only thing worse than paying too much in interest is letting this offer expire." *Id.*

2. This is simply not true. In reality, Capital One engages in a bait and switch. Not only does Capital One charge the transaction fee, but through undisclosed practices, Capital One also manufactures payment shortfalls, which lead directly to increased interest charges, penalties, fees, and derogatory credit reports.

3. In the course of the business practices alleged in this complaint, Capital One has committed consumer fraud and breached the contractual agreement between Plaintiff and the members of the Class on the one hand, and Capital One on the other. Capital One has breached its promise to its customers of interest-free use of the Access Checks for the promotional period by first applying monthly payments to the "special transfer" balance created by the Access Checks, resulting in a shortfall of the regular "purchase" balance and application of the far higher ordinary interest rate applied to that shortfall – even when Class Members pay off the regular purchase amounts in full each month. By creating this shortfall, Capital One takes away the interest-free grace period, and interest charges created by using Access Checks begin accruing the moment a customer makes an ordinary credit card purchase during the Access Check's promotional period. In effect, when customers use their credit cards, they lose the interest-free promotional period promised by Capital One. By accepting the 0% APR Offer and using the credit card, Plaintiff and the other members of the Class incur interest immediately on new purchases without any grace period, regardless of whether they pay their regular monthly credit card balance in full each month. Unknown to Plaintiff and the Class, accepting Capital One's

pages 1 and 2 of Exhibit A are actually one page (the cover page of the 0% APR Offer), and what appear as pages 3 and 4 of Exhibit A are also one page, which is the back of the front page of the 0% APR Offer.

0% APR Offer was far more costly than not accepting it. None of these material facts were disclosed Plaintiff or the Class.

4. Capital One's conduct constitutes a breach of contract and unfair and deceptive practices in violation of common law fraud, constructive fraud, the Arizona Consumer Fraud Act, A.R.S. §44-1521, *et seq.* ("ACFA"), and the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* ("TILA"), including the Fair Credit Billing Act, 15 U.S.C. § 1666 ("FCBA") and the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. §1637, *et seq.* (the "Credit CARD Act").

5. Accordingly, Plaintiff brings this action on behalf of herself and all other similarly situated customers of Capital One for restitution, damages and declaratory and injunctive relief.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action under 28 U.S.C. §1332(d)(2) in that the matter is a class action wherein the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and members of the Class are citizens of a State different than the Defendant.

7. This Court has personal jurisdiction over the parties in this action by the fact that Defendant is a corporation that is headquartered and is licensed to do business in the state of Virginia and otherwise conduct business in this District.

8. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) because the Defendant is headquartered in this District, the conduct alleged arose in this District, and Defendant regularly conducts business in this District.

PARTIES

9. Plaintiff Margaret Murr is an individual residing in Surprise, Arizona. Plaintiff has been damaged and has suffered an ascertainable loss as a result of Capital One's false,

deceptive, misleading, unfair and unconscionable methods, acts, practices and conduct, and as a result of Capital One's breach of its agreements with Plaintiff. Plaintiff has been injured in a manner common and typical of other Class members. As stated more fully below, on or about October 11, 2012, and in reliance on Capital One's promises in the solicitation, including that she could write a check at 0% APR for 12 months and had until November 4, 2012, to start saving with a 0% APR for 12 months, Plaintiff timely accepted Capital One's 0% APR Offer. Plaintiff wrote an Access Check in the amount of \$4,358.80 to pay for her property taxes and timely paid the associated 2% transaction fee. Plaintiff has always timely paid her Capital One balances in full each month. Nevertheless, as a result of accepting the 0% APR Offer, Plaintiff was charged and improperly incurred interest charges, late fees, minimum payment requirements, lost the interest-free grace period associated with her Capital One credit card, has been the subject of derogatory credit reports and suffered negative credit consequences, and has been harassed by debt collectors.

10. Defendant Capital One Bank (USA), N.A. ("COBNA" or "Capital One"), which is a subsidiary of Capital One Financial Corporation, is a federal bank headquartered in McLean, Virginia. COBNA is the fourth largest issuer of Visa and MasterCard credit cards in the United States based on the outstanding balance of credit card loans as of December 31, 2012.

FACTUAL ALLEGATIONS

Background

11. Like other credit card issuers, Capital One credit cards impose interest rates on balances customers do not pay off in full by the end of the monthly "grace period." Capital One typically imposes interest rates ranging from 13% to over 18% on unpaid credit card balances. Capital One customers can avoid paying these high interest rates by paying off their balance in full before the end of the monthly grace period.

12. Capital One's standard form Credit Card Agreement, which is a contract of adhesion, may be modified by subsequent Capital One offers. In its Agreement, Capital One

states: “**New Offers.** In the future, we might make new offers to you or forward offers from others that we think you might be interested in. These offers may have new or different terms and documentation for these offers will be provided when we make you the offer. If you accept the offer, your previously disclosed terms will still apply except as modified by the offer.” See Exhibit B at 1-2. See also *id.* at 14 (section of the Credit Card Agreement entitled “**Changes to Your Agreement**” states, “[a]t any time, we may add, delete or change any term of this Agreement...”).

13. Capital One’s standard form Credit Card Agreement provides customers an interest-free grace period on their monthly purchases:

Interest Charges and Fees

We will charge Interest Charges and Fees to your account as disclosed to you in your *Statements* and other *Truth in Lending Disclosures*. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new balances posted to the purchase *Segment* of your *Account* provided you have paid your previous balance in full by the due date.

See Exhibit B at 4-5.

Paying Interest

Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.

See Exhibit B at 1. Capital One’s standard form Credit Card Agreement explains how one can avoid paying interest charges:

How Can I avoid Paying Interest Charges?

Each month you pay your “New Balance” in full by the due date, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

See Exhibit B at 1-2. Capital One repeats this provision on the back of each customer's monthly account statements. See Exhibit C.

14. Thus, pursuant to the Credit Card Agreement, Capital One may not charge interest on purchase balances that the customer pays in full before the statement due date – which is not less than 25 days after the close of each billing cycle.

15. Capital One's standard form Credit Card Agreement also sets forth the manner in which it applies customer payments:

How We Apply Your Payments

We apply your minimum payments to lower Annual percentage Rate balances before higher ones. We apply any portion of your payment in excess of your minimum payment, to higher Annual Percentage Rate balances before lower ones.

See Exhibit B at 6.

16. Capital One separates customer account transactions into different transaction types, which it describes as “segments” on monthly invoices. These segments are the purchase segment, balance transfer segment, cash advance segment, and special transfer segment. Ordinary monthly credit card purchases are segregated into the purchase segment of monthly invoices. See Exhibit A at 3 (“we will bill each transaction to the applicable *Segment* of your *Account*”) (emphasis in original). For example, Plaintiff's monthly invoice due December 25, 2012, lists a purchase balance of \$958.22, a cash advance balance of \$0, and a special transfer balance of \$4,405.85. See Exhibit C at 1.

17. Capital One treats account segments differently. For example, Capital One states “[w]e may give you different credit limits for the different *Segments* of your *Account*.” See Exhibit B at 2 (emphasis in original). According to the Credit Card Agreement, “segments” are “subject to unique pricing, grace periods or other terms.” *Id.* at 17. As explained below, Capital One stated that the Access Check would be treated as a special transfer and the balance created by the Access Check would post to “one of your special transfer segments of your account” as opposed to the regular “purchase” segment. Exhibit A at 4.

The 0% APR Offer

18. In and around July 2010, and possibly earlier, through the present, Capital One offered certain of its customers a “chance to save for 12 months” by allowing customers to borrow money on their credit cards at “0% APR” by using “Access Checks” (the “0% APR Offer”). *See* Exhibit A at 1.

19. According to Capital One, customers have three different options for taking advantage of the 0% APR Offer: (1) “Transfer balances—0% for 12 months”; (2) “Write a check to yourself—0% for 12 months”; or (3) “Make a purchase—0% for 12 months” through “[u]se of one of the attached checks.” *See* Exhibit A at 1. To accept Capital One’s 0% APR Offer, all Plaintiff and others had to do was act by the expiration date and pay a fee of 2% for each transaction (the “transaction fee”). *Id.* Plaintiff and Class Members each utilized options two and three – using the Access Checks advertised as carrying 0% APR for the promotional period.

20. With the 0% APR Offer, customers could use the Access Checks that accompanied the solicitation in any amount they chose, up to the amount of their available credit. *See* Exhibit A at 2. As disclosed in the solicitation, Capital One charged customers a one-time transaction fee of 2% of the amount written on each Access Check. *Id.* at 1. The solicitation further provided that if customers acted by the date specified on the 0% APR Offer, they would not be charged interest on the amounts borrowed through the Access Checks for a promotional period lasting a defined term of months (12 months for Plaintiff). *Id.* Further, if the balance was paid in full at any time within that promotional period, no interest would be charged on the Access Check amount. Finally, if the balance was not paid in full at the end of that promotional period, then any remaining balance would be subject to an Annual Percentage Rate applicable to regular purchases. *Id.* at 2. The solicitation appeared as follows:

See Exhibit A at 4.

22. When accepted by the Plaintiff and Class Members, this 0% APR Offer constituted a written modification of any terms in the Credit Card Agreement that were inconsistent with the terms of the offer. *See* Exhibit B at 1-2 (quoted in ¶12 above), 14 (section of the Credit Card Agreement entitled “**Changes to Your Agreement**” states, “[a]t any time, we may add, delete or change any term of this Agreement...”); Exhibit A at 4 (the 0% APR Offer states that the Access Checks “[a]re subject to the terms and conditions of your Customer Agreement as amended”).

23. The 0% APR Offer stated that the balance assumed through use of the Access Checks constituted a “special transfer.” *See* Exhibit A at 3. According to the 0% APR Offer, the special transfer balance is subject to the terms of the Credit Card Agreement. *Id.* at 4.

24. In breach of the terms of the Credit Card Agreement as modified by the 0% APR Offer, Capital One effectively charged customers who used the Access Checks the regular Annual Percentage Rate applicable to regular “purchase” balances, even when they paid their purchase balance in full before the payment due date.

25. In breach of the Credit Card Agreement as modified by the 0% APR Offer, Capital One first applied a portion of the customer’s monthly payment to the special transfer balance (which was subject to an interest rate of 0%), thereby leaving some or all of the amount equal to the purchase balance unpaid and subject to the regular interest rate charges. This was true even for customers like the Plaintiff who paid more than their minimum monthly payments.

26. By way of example, assume a Capital One customer makes ordinary purchases of \$1,000 during each billing cycle. Notwithstanding the customer’s ordinary 13.9% APR, by paying the full \$1,000 before the due date, the customer will avoid paying interest because of the contractual grace period. However, if the customer accepts Capital One’s 0% APR Offer by using an Access Check for \$5,000 (incurring a 2% transaction fee equal to \$100), the customer will lose her contractual grace period and incur the 13.9% APR on future ordinary purchases. This is because rather than applying the customer’s \$1,000 payment to the full amount of her

purchase balance, Capital One first applies a portion of the \$1,000 to the \$5,000 special transfer balance created by using the Access Check included with the 0% APR Offer. In Plaintiff's situation, Capital One applied slightly more than her minimum payment amount to her special transfer balance created as a result of her use of the Access Check. This improper and deceptive allocation results in an outstanding balance on the purchase segment of the customer's account. An outstanding balance on the purchase segment causes the customer to lose the grace period. Once the grace period is deemed lost, purchase balance transactions will incur interest at the ordinary interest rate (for Plaintiff, 13.9%) beginning on the day of the purchase. Accordingly, rather than permit customers to pay off the zero-interest Access Check amount at the end of the promotional period as promised, Capital One forces its customers to pay down their Access Check balance before the expiration of the promotional period, in addition to charging interest at the regular rate (13.9% for Plaintiff).

27. Capital One never disclosed that it would apply monthly payments to special transfer balances, leaving the purchase balance partially unpaid and subject to interest charges. In fact, Capital One affirmatively represented the *opposite* – that amounts borrowed by writing Access Checks would enjoy a 0% interest charge for 12 months and the customer would not have to pay any interest on these amounts paid off within the 12-month period, other than the original 2% transaction fee. Capital One's conduct also breached the Credit Card Agreement, as modified by the 0% APR Offer. As a result of Capital One's improper conduct, Class Members incurred interest charges at the regular Annual Percentage Rate, plus the initial 2% transaction fee, on amounts borrowed with Access Checks. Rather than obtaining these funds at a discount, Plaintiff and the other Class Members paid a premium.

28. Through its 0% APR Offer, Capital One misrepresented or failed to disclose the material fact that, notwithstanding the lure of 0% APR for a period up to 12 months, Plaintiff and Class Members would have to pay in full the balance created by using the Access Check *and* the purchase balance created through ordinary credit card purchases in order to avoid losing the no interest grace period.

29. Thus, Plaintiff and the Class have been harmed because Capital One charged and collected from them interest charges and late fees that they did not incur or owe.

30. Moreover, Capital One never disclosed that as a result of accepting the 0% APR Offer and using an Access Check, Plaintiff and members of the Class will incur higher minimum payment requirements. Capital One never disclosed that it calculates the monthly minimum payment amount based on 1% of the ordinary purchase balance *and* 1% of the special transfer balance created by the Access Check amount, plus interest. For example, if a customer makes \$1,000 in ordinary purchases and uses an Access Check to pay a \$5,000 bill, the minimum payment the following month will be 1% of \$6,000 or \$60. Because of the manufactured shortfall Capital One creates by diverting monthly payment amounts to make early payments to the special transfer balance, this minimum payment amount will also include improper interest charges. For example, if the customer in the example above incurred a \$10 interest charge because of Capital One's undisclosed payment diversion and again made \$1,000 in ordinary transactions the following month, her minimum payment requirement would be 1% of the sum of her ordinary purchase and special transfer balances plus \$10.

31. Capital One also makes derogatory credit reports to credit reporting agencies concerning those customers who accept the 0% APR Offer, but refuse to pay some or all of the improper interest charges or the special transfer balance during the promotional period.

32. Capital One's derogatory credit reports are false and misleading because the interest charges and late fees are not in fact due and owing.

33. Although it is highly deceptive and buried in the fine-print of the 0% APR Offer, Capital One included the following about the "transfer a balance" option of its 0% APR Offer, listed as option number one in paragraph 19, above:

Q. Can I avoid interest on new purchases after I transfer a balance?

A. Once you transfer a balance with this offer, you will pay interest on any new purchases you make with your credit card unless you pay your entire balance

(including transferred balances) in full each month. Please see your Customer Agreement for details on Interest Charges.

See Exhibit A at 3. Notably, although that provision nonetheless breaches the Credit Card Agreement, Plaintiff and Class Members did not select or utilize the transfer a balance option of the 0% APR Offer. Rather, Plaintiff and Class Members all selected the Access Check options of the 0% APR Offer.

34. In or about December 2012, and as a result of a settlement with the Vermont Attorney General's Office, Capital One's solicitation for the 0% APR promotional program contained an acknowledgment – *for the first time* – that participation in its 0% APR promotion will lead to the elimination of the grace period because Capital One's undisclosed practice was to apply payments to satisfy the special transfer balance before applying payments to the purchase balance. Nevertheless, even this belated disclosure, which was made after the Plaintiff and the other Class Members accepted the terms of the 0% APR Offer, expressly limits the grace period elimination to those customers who, unlike Plaintiff and Class members who used Access Checks, participated in the 0% APR promotion by "transfer[ing] a balance." In relevant part, the new solicitation provides:

Please read:

If you accept this offer, you will pay interest on all purchases made with your credit card until your entire balance is paid off.

See Special Notice on the back of this offer.

* * *

SPECIAL NOTICE to customers who pay their entire balance in full each month:

If you always pay your balance in full each month, you do not pay interest on your purchases. This is called a grace period. Please note that if you take this offer, you will lose your grace period. If you transfer a balance to this account, you will begin paying interest on all new purchases, even if you pay your purchase balance in full each month. To avoid paying interest on your purchases, you must pay both your transferred balance and your purchase balance in full.

See Exhibit D; Exhibit E.

35. Capital One has been fully aware that its conduct is deceptive. In addition to the action brought by the Vermont Attorney General Office, numerous customers have complained about the deceptive nature of the 0% APR Offer. For example, in a post entitled "Fraudulent description of 0% APR offer" dated March 7, 2011, one customer wrote:

Late in 2010 Capital One were [sic] offering cash advance checks at zero percent APR for 12 months. I was buying land at the time and decided that this would help cash flow, decided to avail myself of the offer and wrote a check in the amount of \$6,000. I was a little taken aback when I received the first statement which showed this transaction, because the \$6,000 amount was mixed in with the regular monthly transactions. I pay off the balance on this card in full, without fail EVERY month and my plan was to pay off my statement balances in full, plus \$500 each month, so that by the time the 12 months had expired, the cash advance would be paid off - thus incurring no interest, just the \$120 cash advance fee (which they only tell you about when you grill them on it). The way this 0% APR transaction appeared on my credit card statement makes it somewhat complicated to figure out the exact amount payable each month, and this was further complicated by having made a double payment in error one month and then missing the due date in January. I clearly expected to pay a late fee and interest for the late January payment along with the transactions listed on my statement which was due on Feb 25th. I therefore included these amounts along with the total for January transactions.

When I received my March statement, I found that I had still been charged interest on the outstanding balance - which of course solely consisted of the remaining balance of the zero percent APR check!

I queried this with Capital One and at first was told that the reason for interest being charged was that it did not arrive in time to be credited on the February statement, even though the March statement clearly shows the credit to my account on the due date. I was told it would take 2 months to work itself out, but that I would be credited. I then asked the question "Well if it takes 2 months to work itself out, what happens next month when the interest still appears on my account and has not been paid? Surely that amount will be picked up again and further interest charged". I was put on hold.

I was then told by the representative that she had been wrong and that I WAS being billed for interest on the ENTIRE outstanding balance - which includes the outstanding balance of the zero per cent APR advance!! So how can this be zero percent APR I asked?

I was then told that the only way I could avoid being charged interest on the zero percent APR portion was to pay off the entire balance of transactions to date and then not use the card again until I was ready to pay off the zero percent APR portion.

I asked to speak to a supervisor and got the same story.

I think anyone reading this will understand that by this time any normally honest and reasonable person -would have become apoplectic, seething angry and ready to tear someone's head off. What made it worse was being told that they could understand my frustration!

Sadly I succumbed to the power of invective - which didn't really make me feel too much better, so I am hoping that someone reading this can do something about the situation - which I consider to be a total rip off by a company which I had dealt with for nearly 10 years and almost without exception had always paid them the balance in full each month.

It has not cost me a great deal of money, but I feel they need to be brought to book for such shameful business practices - which according to my definition of the word I would consider to be fraudulent.

See <http://www.complaintsboard.com/complaints/capital-one-credit-card-oriental-north-carolina-c428344.html> (last visited August 28, 2013).

36. Capital One's ongoing policy is to eliminate its customers' grace periods, and demand minimum payment amounts and interest charges that are contrary to the terms of the 0% APR Offer and the Credit Card Agreement.

37. Capital One's ongoing policy is also to make derogatory reports to credit agencies that Plaintiff and Class Members are delinquent when, in fact, they are not delinquent and they have complied with the terms of 0% APR Offer and the Credit Card Agreements.

Plaintiff's Facts

38. Plaintiff has held a Capital One credit card for several years. Plaintiff's Capital One credit card carries an APR of 13.90% on any purchase balance not paid after the monthly grace period.

39. In September 2012, Plaintiff received the 0% APR Offer from Capital One that states, in bold type, "**You have until November 4, 2012, to start saving with a 0% Annual Percentage Rate (APR) for 12 months.**" See Exhibit A at 1.

40. The offer states that if Plaintiff uses one of the enclosed checks before November 4, 2012, the funds she draws using the checks will carry a 0% APR for 12 months. *See* Exhibit A at 1. After that, the interest rate on any outstanding balance will be 13.9% – the same as the interest rate charged on purchases made if the amount of the purchase is not paid within the monthly grace period. *Id.* at 2. The 0% APR Offer also stated that if Plaintiff transferred a balance to her Capital One account, the transferred balance would carry a 0% APR for 12 months. *Id.* at 1. The 0% APR Offer provides that Capital One will charge a fee of 2% for each transaction under this promotion. *Id.*

41. The 0% APR Offer further provides that any balance assumed using the Access Checks will be treated as a “special transfer.” *See* Exhibit A at 4.

42. The Access Check Offer states that the Access Checks are subject to the Credit Card Agreement “as amended.” *See* Exhibit A at 4.

43. Nowhere in the Credit Card Agreement or 0% APR Offer accepted by Plaintiff did Capital One state that it would apply a portion of her monthly payments to her special transfer balance before applying them to her purchase balance. To the contrary, the 0% APR Offer stated “**Write a check to yourself – 0% for 12 months**” and “We will begin charging 0% interest on these checks and transfers on the transaction date.” *See* Exhibit A at 1, 4.

44. Nowhere in the 0% APR Offer accepted by Plaintiff did Capital One state that it would eliminate the grace period associated with Plaintiff’s account unless she paid the entire purchase balance and special transfer balance immediately and in full.

45. On or about October 11, 2012, Plaintiff, relying on the representations in the 0% APR Offer, sent an Access Check in the amount of \$4,358.80 to the Maricopa County Tax Collector for the amount owed in property taxes on Plaintiff’s home.

46. According to the terms of the 0% APR Offer, Plaintiff did not owe any portion of the \$4,358.80 Access Check and would not incur interest on that amount for 12 months – until October 2013.

47. The Access Check transaction and the 2% transaction fee (\$87.18) were reflected on Plaintiff's next account statement for the billing period of September 29 – October 28, 2012. *See* Exhibit F. During that October 2012 monthly billing cycle, Plaintiff also made ordinary purchases totaling \$363.06. *Id.* Accordingly, the sum of her Access Check (\$4,358.80), 2% transaction fee for the Access Check (\$87.18) and the ordinary monthly purchases (\$363.06) totaled \$4,809.04. Capital One's account statement also included a \$48 minimum payment requirement, which is approximately 1% of the \$4,809.04 – not 1% of the ordinary purchases Plaintiff made during the billing cycle. Plaintiff paid the entire amount of the Access Check transaction fee plus the ordinary monthly purchases (which totaled \$450.24) in full before the due date of November 25, 2012. *See* Exhibit C at 1 (reflecting electronic payment of \$450.24 received on November 16, 2012).

48. Plaintiff subsequently received her account statement for the October 29 – November 28, 2012 billing period. *See* Exhibit C. During this billing cycle, Plaintiff made ordinary purchases totaling \$1,331.76. Plaintiff also received an unrelated travel reward credit of \$128.29. Despite having paid her previous purchase balance in full and on time the previous month, the November 2012 account statement showed an interest charge of \$11.31. This amount equaled an interest charge at an annual percentage rate of 13.9% applied to an average daily purchase balance of \$958.22. Unbeknownst to Plaintiff, Capital One had removed her Grace Period when she did not pay off the entire Access Check amount during the billing cycle in which it was utilized, and therefore charged 13.9% interest on the next billing cycle's average daily purchase balance of \$958.22. The November 2012 account statement also included a \$67 minimum payment charge. This minimum payment equals 1% of the total of Plaintiff's purchase balance and Access Check balance, plus the improper \$11.31 interest charge. The minimum payment amount is significantly in excess of 1% of the \$1,331.76 in ordinary purchases made during the billing cycle and takes into account Plaintiff's Access Check balance. Plaintiff paid the entire amount of the ordinary monthly purchases (\$1,331.76) and the improper \$11.31 interest charge, minus the credit of \$128.29 in full before the due date of December 25, 2012.

See Exhibit H at 1 (January 2012 statement reflecting electronic payment of \$1,214.78 received on December 4, 2012). Accordingly, as a result of Capital One's unlawful conduct, Plaintiff lost her Grace Period, and was charged and paid \$11.31 in improper interest amounts. Plaintiff was also charged a minimum payment amount that was improperly calculated based on her Access Check and the unlawful interest charges.

49. During the December 2012 monthly billing cycle, Plaintiff did not make any purchases. *See* Exhibit G (account statement for the billing period of November 29 – December 28, 2012). Despite paying her previous purchase balance in full and on time the previous month, and carrying a \$0 balance, the December 2012 account statement showed an interest charge of \$2.76, a minimum payment requirement of \$46.00, and an outstanding balance of \$4,361.56. The \$46 minimum payment requirement, which is approximately 1% of \$4,361.56 – not 1% of the ordinary purchases Plaintiff made during the billing cycle. This minimum payment equals 1% of the total of Plaintiff's purchase balance and Access Check balance, plus the improper \$2.76 interest charge. Plaintiff paid the \$2.76 interest charge on January 3, 2013. *See* Exhibit H at 1 (February 2013 statement reflecting electronic payment of \$2.76 received on January 3, 2013). Accordingly, as a result of Capital One's unlawful conduct, Plaintiff was charged and paid an additional \$2.76 in improper interest amounts. Moreover, despite not making any purchases during the December 2012 billing cycle, Capital One demanded a minimum payment amount from Plaintiff. Accordingly, Capital One was requiring Plaintiff to pay back a portion of her Access Check amount before the expiration of the 0% APR Offer's 12-month promotional period. Plaintiff was also charged a minimum payment amount that was improperly calculated based on her Access Check and the unlawful interest charges. Moreover, Capital One did not apply Plaintiff's minimum payments from the previous month (\$67) first to a lower APR balance, and any portion in excess (\$1,147.78) to a higher APR balance.

50. During the January 2013 monthly billing cycle, Plaintiff did not make any purchases. *See* Exhibit H (account statement for the billing period of December 29 – January 28, 2013). Despite making no purchases during the January 2013 billing cycle, carrying a \$0

balance, and not owing any of the Access Check amount until October 2013, the January 2013 account statement showed an interest charge of \$0.64, a past due fee of \$25.00, a minimum payment requirement of \$112.24, and an outstanding balance of \$4,384.44. Plaintiff has not paid any of this amount because it is not owed under the terms of the 0% APR Offer and the Credit Card Agreement.

51. During the February 2013 monthly billing cycle, Plaintiff did not make any purchases. *See* Exhibit I (account statement for the billing period of January 29 – February 28, 2013). Despite making no purchases during the February 2013 billing cycle, carrying a \$0 balance, and not owing any of the Access Check amount until October 2013, the February 2013 account statement showed an interest charge of \$0.96, a past due fee of \$35.00, a minimum payment requirement of \$192.24, and an outstanding balance of \$4,420.40. Plaintiff has not paid any of this amount because it is not owed under the terms of the 0% APR Offer and the Credit Card Agreement.

52. Despite always making timely payments of the full amount properly owed on her Capital One credit card, Capital One made derogatory, false credit reports about Plaintiff and Plaintiff's husband to credit reporting agencies. Plaintiff and her husband have never made late or delinquent payments. Nevertheless, as a direct result of Capital One's improper derogatory reporting associated with its deceptive and unlawful conduct described above, the credit scores of Plaintiff and her husband have been lowered. Moreover, as a direct result of Capital One's derogatory and false credit report, beginning on or about March 1, 2013, Plaintiff and her husband began receiving harassing calls from Capital One's debt collectors at all times of the day and night, including during the weekends. For example, a debt collector who identified herself as being from Capital One called Plaintiff's home on Sunday, March 10, 2013, at approximately 8:40 a.m. from 1-866-929-5307.

53. Capital One continues to send statements to Plaintiff demanding improper amounts owe, and that improperly state she is behind on payments. *See* Exhibit J (account statement for the billing period of April 29 – May 28, 2013). For example, despite timely paying

off all purchase balance amounts and even certain improper, manufactured interest charges resulting from the use of the Access Check, and despite not having made any purchases with her Capital One credit card since November 2012, Capital One's account statement for May 2013, demanded a \$435.24 minimum payment, a \$35 past due fee, and \$2.18 interest charges from a supposed average daily purchase balance of \$190.95.

54. On August 5, 2013, Plaintiff received a statement from Capital One for the billing cycle June 29 – July 28, 2013. *See* Exhibit K. Despite timely paying off all purchase balance amounts and even certain improper, manufactured interest charges resulting from the use of the Access Check, and despite not having made any purchases with her Capital One credit card since November 2012, Capital One's account statement for August 2013, demanded full payment of a balance of \$4,535.89, which according to Capital One is repayment of the entire Access Check amount, plus a \$2.59 interest charge from a supposed average daily purchase balance of \$226.32. Thus, Capital One has now demanded repayment of the entire Access Check amount two months before the expiration of the 0% APR Offer's 12-month promotional period.

55. On or about November 3, 2012, after calling Capital One and questioning them about these improper practices, Plaintiff sent a written letter of protest to Capital One at the address provided on her monthly invoice. Plaintiff demanded that Capital One fix the practices alleged herein, including by reinstating her contractual grace period and refunding the improper interest charges. Capital One never corrected its practices, refunded the improper charges, or even provided a written response to Plaintiff's written inquiry.

Plaintiff and the Class Incurred Damages and Suffered Injuries Caused by Defendant

56. Capital One has charged Plaintiff interest charges, minimum payment amounts, and late fees since November 2012 despite the fact that Plaintiff has: (a) paid her purchase balance in full; and (b) made no purchases with her Capital One credit card. Moreover, Capital One has made false reports to credit agencies, and caused numerous harassing calls to Plaintiff in order to attempt to collect these improper amounts.

57. The interest charges, minimum payment amounts, and late fees assessed on Plaintiff are representative of millions of dollars of improper interest charges, minimum payment amounts, and late fees that Capital One has wrongfully assessed its customers' accounts.

CLASS ACTION ALLEGATIONS

58. Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself, individually, and on behalf of the following classes (referred to herein, collectively, as the "Class"):

All Capital One credit card account holders who have assumed a "special transfer" balance through use of the 0% APR Offer's Access Check before the expiration of the offer deadline (the "Nationwide Class"); and

All Capital One credit card account holders in Arizona who have assumed a "special transfer" balance through use of the 0% APR Offer's Access Check before the expiration of the offer deadline (the "Arizona Class").

59. Excluded from the Class is: (1) any Judge or Magistrate presiding over this action and immediate members of their families; (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest and their current or former officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

60. Plaintiff does not know the exact size or identities of the members of the proposed Class, since such information is in the exclusive control of Capital One. Plaintiff believes that the Class encompasses many thousands of individuals whose identities can be readily ascertained from Defendant's books and records. Therefore, the proposed Class is so numerous that joinder of all members is impracticable.

61. Based on the size of the transactions at issue and the likely number of people affected, Plaintiff believes the amount in controversy exceeds \$5 million.

62. All members of the Class have been subject to and affected by the same conduct. The claims are based on the terms of form adhesionary contracts prepared by Capital One. There

are questions of law and fact that are common to the Class, and predominate over any questions affecting only individual members of the Class. These questions include, but are not limited to the following:

- a) Whether the 0% APR Offer permitted Capital One to eliminate customers' grace periods when customers complied with the 0% APR Offer;
- b) Whether Capital One breached an express term of its 0% APR Offer with Plaintiff and the Class members by charging them interest charges, late fees, and demanding minimum payments on special transfer balances before the end of the promotional period;
- c) Whether Capital One breached an express term of its Credit Card Agreement with Plaintiff and the Class members by charging them interest charges, late fees, and demanding minimum payments on special transfer balances before the end of the promotional period;
- d) Whether Capital One made false or incomplete reports to credit agencies as a result of the 0% APR Offer;
- e) Whether Plaintiff and members of the Class members reasonably relied on material misrepresentations and omissions made by Capital One relating to the 0% APR Offer, and whether Plaintiff and members of the Class suffered damage as a result of their reasonable reliance;
- f) Whether Capital One's alleged conduct constitutes a violation of the laws asserted herein;
- g) Whether the Court can order damages, and the amount of such damages;
- h) Whether the Plaintiff and Class members are entitled to injunctive relief; and
- i) Whether the Plaintiff and Class members are entitled to declaratory relief.

63. The claims of Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both the Plaintiff and the other members of the Class were subject to the same conduct, and were governed by the terms of the same standard form agreements.

64. Plaintiff will fairly and adequately represent the interests of the Class. She is committed to the vigorous prosecution of the Class's claims and has retained attorneys who are qualified to pursue this litigation and have experience in the prosecution of this type of class action.

65. A class action is superior to other methods for the fair and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

66. This putative class action meets the requirements of Fed. R. Civ. P. 23(b)(2) and Fed. R. Civ. P. 23(b)(3).

67. Capital One has acted on grounds that apply generally to the Class so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

68. Capital One's conduct is fraudulent, wanton and malicious, thereby justifying an award of punitive damages to Plaintiff and the other members of the Class.

COUNT I

COMMON LAW FRAUD / FRAUDULENT INDUCEMENT (On Behalf of the Class)

69. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

70. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class described above.

71. Capital One's standard Credit Card Agreement states: "We make decisions to grant credit and issue you a Card from our offices in Virginia. This Agreement will be

interpreted using Virginia Law. Federal law will be used when it applies.” Exhibit B at 7. Capital One defines the term “Agreement” broadly to include the terms for customer’s credit card accounts, as well as the terms of future offers and Access Checks. *Id.* at 1-2, 4. Accordingly, Virginia law applies.

72. Capital One’s misrepresentations and omissions relating to the 0% APR Offer described above constitute a violation of common law fraud.

73. Through the 0% APR Offer, Capital One promised customers a no-interest opportunity for a term of months through interest-free Access Checks. As described above, Capital One’s statements in its 0% APR Offer were false and misleading, including that a 0% APR would be applied to Access Check amounts during the promotional period. *See* Exhibit A at 1 (“**You have until November 4, 2012, to start saving with a 0% Annual Percentage Rate (APR) for 12 months.** After that, your rate will simply go to your purchase rate, which is currently 13.9%.”), 5 (Capital One stated on the Access Checks, “0% Promotional APR for 12 months”). In its 0% APR Offer, Capital One also concealed and omitted the information described above, including that customers who use their Capital One credit cards during the Promotion Period will lose their Grace Periods unless they immediately pay off the Special Transfer balance, Purchase Balance, and any interest.

74. Capital One’s misrepresentations and omissions in its 0% APR Offer were of material facts.

75. Capital One’s misrepresentations and omissions in its 0% APR Offer were made and omitted intentionally and knowingly with intent to mislead Plaintiff and Class members and to induce Plaintiff and Class members into accepting the 0% APR Offer by using the Access Checks.

76. Plaintiff and Class members reasonably relied on Capital One’s misrepresentations and omissions in its 0% APR Offer, and accepting the 0% APR Offer and used the Access Checks based on the misrepresentations and omissions in the 0% APR Offer.

Plaintiff and Class members did not have knowledge of and could not have reasonably discovered Capital One's misrepresentations and omissions in its 0% APR Offer.

77. As a direct and proximate result of Capital One's misrepresentations and omissions in its 0% APR Offer, Plaintiff and Class members have been damaged in an amount to be determined at trial.

78. Capital One's conduct was wanton, malicious and done with the intent to defraud, entitling Plaintiff and the Class to punitive damages

COUNT II

CONSTRUCTIVE FRAUD (On Behalf of the Class)

79. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

80. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class described above.

81. Capital One's standard Credit Card Agreement states: "We make decisions to grant credit and issue you a Card from our offices in Virginia. This Agreement will be interpreted using Virginia Law. Federal law will be used when it applies." Exhibit B at 7. Capital One defines term "Agreement" broadly to include the terms for customer's credit card accounts, as well as the terms of future offers and Access Checks. *Id.* at 1-2, 4. Accordingly, Virginia law applies.

82. Capital One's misrepresentations and omissions relating to the 0% APR Offer described above constitute constructive fraud.

83. Through the 0% APR Offer, Capital One promised customers a no-interest opportunity for a term of months through interest-free Access Checks. As described above, Capital One's statements in its 0% APR Offer were false and misleading, including that a 0% APR would be applied to Access Check amounts during the Promotional Period. *See* Exhibit A at 1 ("You have until November 4, 2012, to start saving with a 0% Annual Percentage Rate

(APR) for 12 months. After that, your rate will simply go to your purchase rate, which is currently 13.9%.”)”), 5 (Capital One stated on the Access Checks, “0% Promotional APR for 12 months”). In its 0% APR Offer, Capital One also concealed and omitted the information described above, including that customers who use their Capital One credit cards during the Promotion Period will lose their Grace Periods unless they immediately pay off the Special Transfer balance, Purchase Balance, and any interest.

84. Capital One’s misrepresentations and omissions in its 0% APR Offer were of material facts.

85. Capital One’s misrepresentations and omissions in its 0% APR Offer were made when Capital One had no reasonable grounds for believing them to be true, and with intent to mislead Plaintiff and Class members and to induce Plaintiff and Class members into accepting the 0% APR Offer by using the Access Checks.

86. In reasonable reliance on Plaintiff and Class members reasonably relied on Capital One’s misrepresentations and omissions in its 0% APR Offer, and accepting the 0% APR Offer and used the Access Checks based on the misrepresentations and omissions in the 0% APR Offer. Plaintiff and Class members did not have knowledge of and could not have reasonably discovered Capital One’s misrepresentations and omissions in its 0% APR Offer.

87. As a direct and proximate result of Capital One’s misrepresentations and omissions in its 0% APR Offer, Plaintiff and Class members have been damaged in an amount to be determined at trial.

COUNT III

BREACH OF CONTRACT (On Behalf of the Class)

88. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

89. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class described above.

90. Capital One's standard Credit Card Agreement states: "This Agreement will be interpreted using Virginia Law. Federal law will be used when it applies." Exhibit B at 7. Accordingly, Virginia law applies.

91. The 0% APR Offer described above constitutes a valid contract. Plaintiff and the Class formed a contract with Capital One. The terms of that contract include the promises and affirmations of fact made by Capital One in its 0% APR Offer and the Credit Card Agreement as described above.

92. Plaintiff and Class members paid the transaction fee, used the Access Check before the expiration of the promotion deadline, and otherwise complied with the terms of the 0% APR Offer.

93. Under the applicable contract terms, Capital One customers were promised a grace period on new purchases when they paid their purchase balances in full before the due date each month. They were also promised 0% APR for a term of months through interest-free Access Checks.

94. Capital One breached the terms of the Credit Card Agreement by eliminating the grace period once Plaintiff and Class members accepted the 0% APR Offer and made new purchases. Once it eliminated the grace period, Capital One improperly charged interest on new purchases made during the grace period, even though Plaintiff and Class members paid their purchase amounts in full by the due date.

95. Additionally, Capital One's practice of applying payments to special transfer balances before purchase balances in order to subject customers to interest charges and fees that they would not have otherwise incurred breached the express terms of its agreements with its customers as described herein.

96. Capital One's practice of applying payments to special transfer balances before purchase balances in order to subject customers to interest charges and fees that they would not have otherwise incurred violated Capital One's duty to act in good faith and with fair dealing in its contractual relationships with its customers.

97. In breaching its contractual obligations and of its duties of good faith and fair dealing, Capital One assessed unreasonable and unnecessary interest on Plaintiff and the members of the Class.

98. As a direct and proximate result of Capital One's breach of its contractual obligations, Plaintiff and Class members have been damaged in an amount to be determined at trial.

COUNT IV

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (On Behalf of the Nationwide Class)

99. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

100. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class described above.

101. Capital One is obligated by contract and common law to act in good faith and to deal fairly with each credit card customer.

102. The purpose of the covenant of good faith and fair dealing is to guarantee that the parties remain committed to the intended and agreed-upon expectations of the parties in their performance.

103. The 0% APR Offer described above constitutes a valid contract. Plaintiff and each Class member formed a contract with Capital One. The terms of that contract include the promises and affirmations of fact made by Capital One in its 0% APR Offer as described above.

104. Plaintiff and Class members paid the transaction fee, used the Access Check before the expiration of the promotion deadline, and otherwise complied with the terms of the 0% APR Offer. Pursuant to the 0% APR Offer, under these circumstances, Plaintiff and Class members have a justified expectation and right to receive an interest-free amount of money for a term of months. Plaintiff and Class members also have a justified expectation and right to

continue receiving the contractual grace period as long as the purchase balance amounts are paid in full each month.

105. Capital One routinely and regularly breached the duty of good faith and fair dealing, interfering with Plaintiff and Class member's right to receive an interest-free amount of money during the 0% APR Offer's promotional period, and to have an interest-free grace period, through among other conduct:

- a) failing to charge balance, interest, minimum payment, and late fee amounts consistent with its responsibilities to Plaintiff and Class members;
- b) failing to apply Plaintiff's and Class members' monthly payments consistent with its responsibilities and the terms of the 0% APR Offer and Credit Card Agreement;
- c) charging interest on the Access Check amount before the expiration of the 0% APR Offer's promotional period;
- d) charging late fees when Plaintiff and Class members did not pay some or all of the Access Check amount before the expiration of the 0% APR Offer's promotional period; and
- e) charging minimum payment amounts before the expiration of the 0% APR Offer's promotional period when Plaintiff and Class members did not owe any amounts other than Access Check amount.

106. Capital One also routinely and regularly breached the duty of good faith and fair dealing by calculating the minimum payment requirements for Plaintiff and Class Members based on the Access Check amounts and by also including the improper interest charges.

107. As a direct and proximate result of Capital One's breach of its duties of good faith and fair dealing, Plaintiff and the Class of have not received the benefits they reasonably expected by accepting Capital One's 0% APR Offer, and have been damaged in an amount to be determined at trial.

COUNT V

**VIOLATION OF THE TRUTH IN LENDING ACT,
INCLUDING THE CREDIT CARD ACT,
15 U.S.C. § 1601, *et seq.*, 15 U.S.C. § 1637, *et seq.*
(On Behalf of the Nationwide Class)**

108. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

109. The Truth in Lending Act (“TILA”) is designed “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit.” 15 U.S.C. § 1601(a).

110. The Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. §1637 *et seq.* (the “Credit CARD Act”) is a federal law that amends the Truth in Lending Act, and went into effect on February 22, 2010.

111. The Credit CARD Act is comprehensive credit reform legislation whose aim is “to establish fair and transparent practices relating to the extension of credit under an open end consumer credit plan.” H.R. 627, 111th Cong. (1st Sess. 2010).

112. Capital One is a “creditor” and “card issuer”, and Plaintiff and Class members are “cardholders” within the meaning of TILA, the Credit CARD Act and/or Regulation Z, which implements TILA and the Credit CARD Act.

113. The credit card accounts held by Plaintiff and the Class, as modified by the 0% APR Offers, are “open end credit plan[s]” as defined by 15 U.S.C. § 1602(i).

114. Capital One’s conduct described above violates TILA, which requires Capital One to disclose “[t]he conditions under which a finance charge may be imposed, including the time period (if any) within which any credit extended may be repaid without incurring a finance charge,” “[t]he method of determining the balance upon which a finance charge will be imposed,” “[t]he method of determining the amount of the finance charge. Including any minimum of fixed amount imposed as a finance charge,” and “[i]dentification of other charges

which may be imposed as part of the plan, and their method of computation.” 15 U.S.C. §§ 1637(a)(1), (a)(2), (a)(3) and (a)(5).

115. Capital One’s conduct described above violates TILA’s requirement with respect to introductory rates that it “clearly and conspicuously disclose, in a prominent manner” “a general description of the circumstances that may result in the revocation of the temporary annual percentage rate.” 15 U.S.C. § 1637(c)(6)(C)(i). *See also* 12 C.F.R. § 226.5a(b)(1)(iv)(B).

116. Capital One’s conduct described above violates TILA’s requirement with respect to introductory rates that it disclose in a “clear and conspicuous manner” “the time period in which the introductory period will end.” 15 U.S.C. § 1637(c)(6)(A)(ii). *See also* 12 C.F.R. § 226.9(b)(3)(A)(a).

117. Capital One’s conduct described above violates Section 101(b)(2)(c)(1) of the Credit CARD Act, which provides, in relevant part, that “[t]he creditor shall not change the terms governing the repayment of any outstanding balance.” *See* 15 U.S.C. § 1666i-1(c)(1)).

118. Capital One’s conduct described above violates Section 102 of the Credit CARD Act, which amends Section 127 of the Truth in Lending Act, provides for a “Prohibition on Penalties for On-Time Payments,” and states that “a creditor may not impose any finance charge on a credit card account under an open end consumer credit plan as a result of the loss of any time period provided by the creditor within which the obligor may repay any portion of the credit extended without incurring a finance charge, with respect to (A) any balances for days in billing cycles that precede the most recent billing cycle; or (B) any balances or portions thereof in the current billing cycle that were repaid within such time period.” *See* 15 U.S.C. §1637(j)(1)(A)-(B).

119. Plaintiff and Class members are entitled to actual damages as a result of Capital One’s violation of TILA and the Credit CARD Act, as well as statutory damages. *See* 15 U.S.C. § 1640(a)(2).

120. Plaintiff and Class members are also entitled to an award of attorneys’ fees and costs pursuant to 15 U.S.C. § 1640(a)(3).

COUNT VI

**VIOLATION OF THE FAIR CREDIT BILLING ACT,
15 U.S.C. § 1666
(On Behalf of Plaintiff Individually)**

121. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

122. Plaintiff brings this count on an individual basis.

123. The Fair Credit Billing Act (“FCBA”), 15 U.S.C. 1666, part of TILA and implemented by Regulation Z, 12 C.F.R. §§ 226.1-226.35, “provides an avenue by which a debtor may challenge perceived billing errors on any credit card account statement and procedures that a creditor must follow in responding to properly raised billing errors.” *Esquibel v. Chase Manhattan Bank USA, N.A.*, 487 F. Supp. 2d 818, 825 (S.D. Tex. 2007).

124. The interest and minimum payment charges on Plaintiff’s Capital One billing statements, including those on the billing statement attached hereto as Exhibit G constitute a “billing error” as that term is defined by the FCBA. 15 U.S.C. § 1666(b).

125. By letter dated November 3, 2012, sent to Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285, Plaintiff provided written notice of Capital One’s billing errors as described herein. Such letter was timely, enabled Capital One to identify Plaintiff and the account at issue, indicated Plaintiff’s belief that Capital One’s billing statements attached hereto as Exhibit G contained a billing error as well as the amount of the billing error, and set forth the reasons for Plaintiff’s belief that Capital One’s billing statement contained a billing error. *See* 15 U.S.C. § 1666(a)(1)-(3).

126. Within 30 days of receiving a written notice of a billing error, the FCBA requires Capital One to send a written acknowledgement to the obligor (here, Plaintiff), and within 90 days either “make appropriate corrections in the account of the obligor” or “send a written explanation or clarification to the obligor, after having conducted an investigation, setting forth to the extent applicable the reasons why the creditor believes the account of the obligor was

correctly shown in the statement.” *See* 15 U.S.C. § 1666(a)(3)(A)-(B). *See also* 12 C.F.R. §§ 226.13(c) and (f).

127. Capital One failed to send written acknowledgement of Plaintiff’s written notice, and failed to make an appropriate correction or send a written explanation or clarification regarding the billing error.

128. In violation of the FCBA, despite never sending written acknowledgement or explanation in response to Plaintiff’s written notice, as described above, Capital One took action to collect the amounts in dispute. 15 U.S.C. § 1666(a)(3)(B).

129. The FCBA prohibits Capital One from restricting or closing an account with respect to which an obligor has indicated a billing error. 15 U.S.C. § 1666(d). In violation of the FCBA, and as the billing statement attached as Exhibit L demonstrates, prior to sending the written clarification or explanation required by the FCBA, Capital One demanded full repayment of Plaintiff’s Access Check amount prior to the expiration of the promotional period. This constitutes a violation of 15 U.S.C. § 1666(d).

130. Capital One’s conduct described herein, including the derogatory credit reports, violated the FCBA’s directive that it shall not report the disputed amount “as delinquent to any third party until the creditor has met the requirements of section 16666.” 15 U.S.C. § 1666a(a). *See also* 12 C.F.R. § 226.13(d)(2).

131. By failing to comply with the requirements of the FCBA, Capital One forfeited its rights to collect from Plaintiff the improper charges. 15 U.S.C. § 1666(e).

132. Plaintiff is entitled to actual and statutory damages as a result of Capital One’s violation of the FCBA. *See* 15 U.S.C. § 1640(a)(2).

133. Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to 15 U.S.C. § 1640(a)(3).

COUNT VII

VIOLATION OF ARIZONA CONSUMER FRAUD ACT,

A.R.S. § 44-1521, *et seq.*

(On Behalf of the Arizona Class)

134. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

135. In committing the acts alleged herein, Capital One has carried out a scheme designed to improperly assess and collect interest charges, late fees, and minimum payment requirements from consumers.

136. Capital One, by the actions complained of herein has violated the Arizona Consumer Fraud Act ("ACFA"), A.R.S. §44-1521, *et seq.*, entitling Plaintiff and the members of the Arizona Class to restitution and relief under the ACFA.

137. Capital One used deception, false pretense, misrepresentation, and omitted key facts to entice customers to participate in the 0% APR Offer and to thereby expose themselves to excessive interest charges, late fees and minimum payment requirements by accepting Capital One's 0% APR Offer.

138. Capital One's conduct as set forth herein occurred in the course of trade or commerce.

139. Capital One's conduct as set forth herein affects the public interest because it was part of a generalized course of conduct affecting numerous customers throughout Arizona.

140. Capital One intended for Plaintiff and the class to rely upon the representations Capital One made regarding the basic terms of the 0% APR Offer.

141. Capital One's conduct as set forth herein directly and proximately caused injury in fact to the business or property of Plaintiff and Arizona Class members.

142. Capital One is liable to Plaintiff and Arizona Class members for restitution in an amount to be determined at trial, and should be enjoined from continuing to engage in these unlawful, deceptive and unreasonable practices as alleged herein.

COUNT VII

**DECLARATORY RELIEF
(On Behalf of the Nationwide Class)**

143. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

144. A controversy has arisen and now exists between Plaintiff and Class Members on the one hand and Capital One on the other. The controversy between the parties concerns the existing, standardized 0% APR Offers and Credit Card Agreements between the parties and the parties' contractual rights and duties. Plaintiff and Class Members contend that pursuant to the contractual terms, Capital One violates the 0% APR Offers and Credit Card Agreements by eliminating Grace Periods, and demanding collecting interest charges, late fees and minimum payment amounts as if such monies were due and owing under the 0% APR Offers and Credit Card Agreements. Capital One disputes these contentions and contends that it properly eliminated the grace period, and these amounts are due and owing under the terms of the 0% APR Offers and Credit Card Agreements.

145. Plaintiff requests a judicial determination of their rights and duties, and the rights and duties of absent Class members and a declaration as to the effectiveness and validity of the grace period eliminations, a declaration as to whether Capital One's demand of interest charges, late fees and minimum payment amounts are authorized pursuant to the terms of the 0% APR Offers and Credit Card Agreements, and a declaration as to whether Capital One must correct and repair Class Members' credit ratings.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment:

A. Certifying the Class requested herein, appointing Plaintiff to be Class Representative, and her counsel to be Class Counsel;

B. Awarding declaratory and injunctive relief as permitted by law or equity, including enjoining Capital One from continuing the unlawful practices as set forth herein, and

directing Capital One to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by Capital One by means of any act or practice declared by this Court to be wrongful;

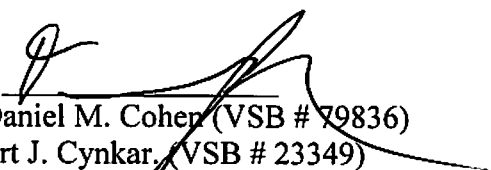
- C. Awarding Plaintiff and the Class damages in amounts to be proven at trial;
- D. Awarding Plaintiff and the Class restitution in amounts to be proven at trial;
- E. Awarding Plaintiff and the Class statutory damages in amounts to be proven at trial;
- F. Awarding attorneys' fees and costs;
- G. Awarding pre-judgment and post-judgment interest; and
- H. Providing such further relief as may be just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury.

Dated: August 30, 2013

CUNEO GILBERT & LADUCA, LLP

By: 

Daniel M. Cohen (VSB # 79836)

Robert J. Cynkar (VSB # 23349)

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Counsel for Plaintiff

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARGARET MURR, on behalf of herself and all others similarly situated

DEFENDANTS

CAPITAL ONE BANK (USA), N.A.

(b) County of Residence of First Listed Plaintiff Maricopa County, Arizona
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Fairfax County, Virginia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Daniel Cohen, Robert Cynkar, Pamela Gilbert: Cuneo Gilbert & LaDuca
106-A South Columbus Street
Alexandria, VA 22314
Tel: 202-789-3960

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332(d)(2)
 Brief description of cause:
Breach of Contract

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Over 5 Million

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
08/30/2013

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING FFP _____ JUDGE _____ MAG. JUDGE _____

[Insert A]

Brief description of cause:

Consumer fraud, breach of contract, and unfair and deceptive practices in exacting interest and other charges from "Access Checks" customers.

Court Name: United States District Court
Division: 1
Receipt Number: 14683038424
Cashier ID: sbrown
Transaction Date: 08/30/2013
Payer Name: CUNEO GILBERT LADUCA LLP

CIVIL FILING FEE
For: CUNEO GILBERT LADUCA LLP
Amount: \$400.00

CHECK
Remitter: CUNEO GILBERT LADUCA LLP
Check/Money Order Num: 12633
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

FILING FEE
113CV1091

EXHIBIT A



For your **existing** account ending in 5542

This offer good until: **November 4, 2012**

4482200014182131 1004 018

Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588



**0% APR for
12 months**

Your **total** credit limit as of 9/4/2012: **\$20,000**

Dear Margaret Murr,

The only thing worse than paying too much in interest is letting this offer expire.

**You have until November 4, 2012, to start saving with a
0% Annual Percentage Rate (APR) for 12 months.**

After that, your rate will simply go to your purchase rate, which is currently 13.9%. Keep in mind, for each transaction, there's a fee of 2%.



Transfer balances—0% for 12 months

Other credit cards can charge you as much as 14.49%. Stop overpaying—transfer higher-rate balances to your existing Capital One® account and save!



Write a check to yourself—0% for 12 months

There are times when cash is the only answer. With this offer, write a check to yourself, deposit it at your bank, and get cash without those high cash advance rates.



Make a purchase—0% for 12 months

Use one of the attached checks to make that special purchase you've been putting off—even at places that don't accept credit cards.

This offer is good until November 4, 2012, so start saving today!

Page 1

19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

|||||

12 months

Free!

Your total credit limit as of 9/4/2012: **\$20,000**

Dear Margaret Murr,

The only thing worse than paying too much in interest is letting this offer expire.

**You have until November 4, 2012, to start saving with a
0% Annual Percentage Rate (APR) for 12 months.**

After that, your rate will simply go to your purchase rate, which is currently 13.9%. Keep in mind, for each transaction, there's a fee of 2%.



Transfer balances—0% for 12 months

Other credit cards can charge you as much as 14.49%. Stop overpaying—transfer higher-rate balances to your existing Capital One® account and save!



Write a check to yourself—0% for 12 months

There are times when cash is the only answer. With this offer, write a check to yourself, deposit it at your bank, and get cash without those high cash advance rates.



Make a purchase—0% for 12 months

Use one of the attached checks to make that special purchase you've been putting off—even at places that don't accept credit cards.

This offer is good until November 4, 2012, so start saving today!

Enjoy 3 convenient ways to save with this offer.



USE THE ENCLOSED CHECKS
by 11/04/12



GIVE US A CALL
1-800-833-6393



GO ONLINE
capitalone.com/offers

See the back of this letter for important information about this offer.

©2012 Capital One Bank
10/12/12
00229934 001

Answers to frequently asked questions

- Q When can I start using the enclosed checks?
- A Immediately. Just be sure any transactions you make with this offer post to your account before the "post by" date listed on the checks. This will ensure you receive the great rate that comes with this offer.
- Q What will my rate be after the promotional rate expires?
- A When your promotional rate ends, your rate will become the same as the purchase APR on your account.
- Q Does this promotional rate apply to purchases made with my credit card?
- A No, but this rate does apply to purchases made with these checks.
- Q How long will it take for one of these checks to post to my account?
- A Checks can take 7-14 business days to post to your Capital One account. If you're interested in accepting this offer, but are concerned the checks won't post to your account before the offer expires, give us a call. Our customer service representatives can help you lock in your great low rate immediately.
- Q Can I use the enclosed checks to get cash?
- A Of course. Simply write a check to yourself and deposit it into your bank account. Please be aware, depending on the check amount, your bank may "hold" your check temporarily to make sure you have enough available credit to cover the requested amount. Regardless, with this offer, you'll never have to worry about paying high cash advance fees.
- Q What information do I need to transfer a balance online or over the phone?
- A You'll need to let us know the amount you want to transfer and the account number, name, and payment address of the lender from whom you're transferring your balance. You should also have your Capital One credit card handy.
- Q If I accept this offer, will I be opening a new credit card account?
- A Absolutely not! This offer is for the credit card account you already have with us. You will not receive another credit card if you accept this offer. However, if you already have more than one Capital One credit card account, please look for the last four digits of your account number printed on this mailing. This offer is for that account only.
- Q How much of my total credit limit can I use with this offer?
- A You cannot exceed the amount of the total credit limit printed on this mailing. Before accepting this offer, please check your outstanding balance as well as any transactions that have not yet posted to your account. Any remaining amount, up to your total credit limit, is available to use with this offer. If you're still not sure how much credit is available to you, please give us a call or check your account online before taking advantage of this offer.
- Q If I transfer a balance from another lender, do I still need to continue to pay that lender?
- A Yes. Until your transferred balance posts to your Capital One account and appears on your other lender's billing statement, it's important you make at least the minimum payment to your other lender. This will ensure you avoid paying late and being penalized with past due fees.
- Q Can I avoid interest on new purchases after I transfer a balance?
- A Once you transfer a balance with this offer, you will pay interest on any new purchases you make with your credit card unless you pay your entire balance (including transferred balances) in full each month. Please see your Customer Agreement for details on Interest Charges.

Important Information About This Offer

- Please make sure the total of your checks, transactions, and fees does not exceed your available credit.
- We may decline to process your request for this offer. If we do, we will notify you. Your request may be declined if:
 - Your account is delinquent, overlimit, charged-off, or closed
 - You have filed for bankruptcy
 - Your card has been reported lost or stolen, or our fraud system prevents the offer fulfillment
 - A term of your account relevant to the offer (like credit line, APR, or your special transfer rate) has changed since we mailed the offer
- All transaction fees disclosed will apply, but may be waived by Capital One, without losing our rights to impose those fees in the future.
- If you have an authorized user on your account, the authorized user cannot request a transfer or use any checks.
- \$0 Fraud Liability claims are subject to verification and investigation.
- Balance transfers between Capital One accounts are not permitted. That means balances cannot be transferred to this account from any other credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank.

Access checks will not be accepted as payments on other Capital One accounts. Please do not use these checks to pay any credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank.

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These Checks:

- Are treated as special transfers and will post to one of your special transfer segments of your account if used before the promotional rate offer expires on 11/4/2012. If they post to your account after that date, they will be treated as purchases and will post to your purchase segment of your account.
- Are subject to the terms and conditions of your Customer Agreement as amended. Please be aware that the section titled "Your Rights If You Are Dissatisfied With Your Credit Card Purchases" in the Billing Rights Summary on the back of your periodic statement does not apply to these checks.

account. If you're interested in accepting this offer, but are concerned the checks won't post to your account before the offer expires, give us a call. Our customer service representatives can help you lock in your great low rate immediately.

Q. Can I use the enclosed checks to get cash?

A. Of course. Simply write a check to yourself and deposit it into your bank account. Please be aware, depending on the check amount, your bank may "hold" your check temporarily to make sure you have enough available credit to cover the requested amount. Regardless, with this offer, you'll never have to worry about paying high cash advance fees.

Q. What information do I need to transfer a balance online or over the phone?

A. You'll need to let us know the amount you want to transfer and the account number, name, and payment address of the lender from whom you're transferring your balance. You should also have your Capital One credit card handy.

this offer. If you're still not sure how much credit is available to you, please give us a call or check your account online before taking advantage of this offer.

Q. If I transfer a balance from another lender, do I still need to continue to pay that lender?

A. Yes. Until your transferred balance posts to your Capital One account and appears on your other lender's billing statement, it's important you make at least the minimum payment to your other lender. This will ensure you avoid paying late and being penalized with past due fees.

Q. Can I avoid interest on new purchases after I transfer a balance?

A. Once you transfer a balance with this offer, you will pay interest on any new purchases you make with your credit card unless you pay your entire balance (including transferred balances) in full each month. Please see your Customer Agreement for details on Interest Charges.

Important Information About This Offer

- Please make sure the total of your checks, transactions, and fees does not exceed your available credit.
- We may decline to process your request for this offer. If we do, we will notify you. Your request may be declined if:
 - Your account is delinquent, overlimit, charged-off, or closed
 - You have filed for bankruptcy
 - Your card has been reported lost or stolen, or our fraud system prevents the offer fulfillment
 - A term of your account relevant to the offer (like credit line, APR, or your special transfer rate) has changed since we mailed the offer
- All transaction fees disclosed will apply, but may be waived by Capital One, without losing our rights to impose those fees in the future.
- If you have an authorized user on your account, the authorized user cannot request a transfer or use any checks.
- \$0 Fraud Liability claims are subject to verification and investigation.
- Balance transfers between Capital One accounts are not permitted. That means balances cannot be transferred to this account from any other credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank.

Access checks will not be accepted as payments on other Capital One accounts. Please do not use these checks to pay any credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank.

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These Checks:

- Are treated as special transfers and will post to one of your special transfer segments of your account if used before the promotional rate offer expires on 11/4/2012. If they post to your account after that date, they will be treated as purchases and will post to your purchase segment of your account.
- Are subject to the terms and conditions of your Customer Agreement as amended. Please be aware that the section titled "Your Rights If You Are Dissatisfied With Your Credit Card Purchases" in the Billing Rights Summary on the back of your periodic statement does not apply to these checks.
- Do not earn Rewards.
- Cannot be cashed at a Capital One branch unless you have a deposit account with Capital One, N.A., which has sufficient funds to cover the amount of the check(s) in the event the check(s) is(are) returned unpaid.

All other terms and conditions for your account remain in full force and effect.

Go online to see how much you can save when you transfer a balance!



Go to capitalone.com/offers, log in, and click on this link (located just above your available offers) to calculate how much you'll save with this offer



Questions? We're here to help. Give us a call at 1-800-833-6393.

Interest and Fee Information	
APR for Check Transactions and Transferred Balances	0% for 12 months beginning with the first transfer. After that, you will be charged the APR for Purchases, 13.9%. This APR will vary with the market based on the Prime Rate, as previously disclosed.
Use-by-Date	These checks must post to your account by November 4, 2012 for the promotional APR to apply. If you use the checks after that date, we may still honor the checks but you will not receive the promotional APR. Instead, the APR for Purchases will apply.
Fee	2% of each transaction
Paying Interest	We will begin charging 0% interest on these checks and transfers on the transaction date

These rates, fees, and terms also apply to any other checks numbered 50066 through 50070 previously mailed to you

0%

Promotional APR
for 12 months

Check # 50067

Date _____

Amount _____

Pay to _____

Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

Check must post by 11/4/2012

Date _____

50067

66-156/531
044822 018

Pay To The
Order Of

Capital One Bank, N.A. Richmond, VA

Memo
Payable through Wells Fargo Bank, N.A.

Signature

Check must post by
November 4, 2012

⑈ 50067 ⑈ ⑆053101561⑆7510013337864⑈

0%

Promotional APR
for 12 months

Check # 50068

Date _____

Amount _____

Pay to _____

Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

Check must post by 11/4/2012

Date _____

50068

66-156/531
044822 018

Pay To The
Order Of

Capital One Bank, N.A. Richmond, VA

Memo
Payable through Wells Fargo Bank, N.A.

Signature

Check must post by
November 4, 2012

⑈ 50068 ⑈ ⑆053101561⑆7510013337864⑈

EXHIBIT B



CUSTOMER AGREEMENT

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Welcome to Capital One.®

Thank you for opening a credit *Card Account* with us. This Customer Agreement ("Agreement") contains the terms for your Capital One credit *Card*.

Some Definitions.

The meanings of the terms you see in italics appear in the **Glossary** Section. To make the Agreement easy to understand, we will also use the following personal pronouns:

"You," "your" and "yourself" mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and anyone You authorize to use, access or service the *Account*. It also includes an *Authorized User* as defined in the **Glossary** Section. "We," "us," "our" and "Capital One" mean Capital One Bank (USA), National Association; and its agents, authorized representatives, successors, and assignees.

Account Documents.

Your *Account* with us is governed by the following documents:

- (1) this document;
- (2) all *Statements*;
- (3) all rewards information and documentation if your *Account* has rewards;
- (4) any Privacy Notices describing our limitations on sharing information about you with others;
- (5) your *Card* benefits brochure which describes benefits provided by the *Payment Card Network* for your *Card* and *Account*. The most current version of your *Card* benefits brochure will replace all prior versions;
- (6) the "Security" Agreement if you have a secured *Card*;
- (7) all disclosures and materials provided to you before or when you opened your *Account*, including *Truth in Lending Disclosures*;
- (8) all other documents and disclosures relating to your *Account* including those provided online; and
- (9) any future changes we make to any of the above things.

Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

New Offers.

In the future, we might make new offers to you or

forward offers from others that we think you might be interested in. These offers may have new or different terms and documentation for these offers will be provided when we make you the offer. If you accept the offer, your previously disclosed terms will still apply except as modified by the offer.

Account Information.

We need information about you to manage your *Account*. The information we need includes:

- (1) your legal name;
- (2) a valid U.S. mailing address and residential address (if different);
- (3) your date of birth;
- (4) your social security number or other government identification number;
- (5) your telephone number(s); and
- (6) your employment and income information.

You must tell us when this information changes. Please update your address in the manner provided on your *Statement*. You may also update some of this information by logging onto your *Account* on our website or by calling one of our representatives at the telephone number provided on your *Statement* or on the back of your *Card*. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your *Account* if your information cannot be verified or if you do not provide additional information as requested.

Credit Limits.

When you open your *Account*, you will receive your credit limits. These will also appear on your *Statements*. We might also refer to your credit limits as your credit lines. We may give you different credit limits for the different *Segments* of your *Account*. For example, you might have a different credit limit for purchases than for *Cash Advances*.

You are responsible for keeping track of your *Account* balances and your available credit limits. Do not allow your *Account* to go over any credit limit even if you have authorized us to charge you an overlimit *Fee* for doing so, as described in the **Interest Charges and Fees** section. We may still honor transactions above your credit limits, but our honoring of these transactions will not increase your credit limit.

We may also increase, decrease, restrict or cancel your credit limit on any *Segment* at any time. This will not affect your obligation to pay us.

Using Your Account.

You promise to follow the terms of this Agreement as long as your *Account* remains open or has a balance. Please sign the *Card* immediately when you receive it. The *Card* is valid during the dates provided on the front. The *Card* is our property, and you will return it to us or destroy it if we ask. You will take reasonable steps to prevent the unauthorized use of your *Card* and *Account*.

We are not responsible if anyone refuses to accept your *Card* for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to the applicable *Segment* of your *Account* and apply it against your available credit limit for the *Account* and *Card* for that *Segment* in each *Billing Cycle*.

You may also obtain *Cash Advances* and *Transfers* if they are permitted for your *Account*. Unless we agree, you may not use a *Transfer* to transfer amounts from other *Accounts* with us or any other company within the Capital One organization.

You must not use, or try to use, the *Card* for any Internet gambling transactions or transactions that are illegal or not permitted by us. You will still be responsible if you do. In addition, these transactions will be subject to this Agreement, and you might have to reimburse the *Payment Card Network* and us for all damages and expenses.

From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters or other unpredictable events) our services might be unavailable. When this happens, you might be unable to use your *Card* or obtain information about your *Account*. We will not be responsible or liable if this happens.

Rewards.

Your *Account* might provide you with the opportunity to earn rewards. If it does, we will separately provide you with all information and terms about your rewards. We will include on your *Statements* all rewards you have earned. It might take up to two *Billing Cycles* for your earned rewards to appear on your *Statement*.

Using Your Access Checks.

When we provide you with *Access Checks*, we will tell you whether we will treat them as purchases, *Balance Transfers*, *Cash Advances* or *Special Transfers*.

Only the person we designate may use *Access Checks*. *Access Checks* may not be used to pay any amount you owe us or any other company within the Capital One organization. We may reject and not pay any *Access Check* for any reason. Some examples of reasons why we may reject and not pay include: your *Account* is delinquent, charged-off, bankrupt, lost/stolen or closed; our fraud system prevents the offer fulfillment; your *Account* is overlimit; or the checks have expired. Any liability for our wrongful dishonor of an *Access Check* will be limited to your actual damages and will not exceed the amount of the *Access Check*.

When you use an *Access Check*, you will have fewer rights to dispute merchant transactions than with other uses of your *Card*. Please see the "Billing Rights Summary" part of your *Statement* and your other *Truth in Lending Disclosures* for more information.

Stopping Payment of Access Checks.

You may request a stop payment on any *Access Check* by contacting us as provided on your *Statement*. We may charge you a *Fee* to stop payment as described in the *Interest Charges and Fees* section. If you call us to stop payment, you must also send to us a written request within 14 calendar days.

We will have a reasonable amount of time after your stop payment request to research the situation and complete it. We will not be responsible if we cannot complete the stop payment because the *Access Check* was already paid, you do not give us the information we asked for or the information you gave us was incorrect. If we cannot stop payment for these reasons, we may still keep the stop payment *Fee*.

Once we complete a stop payment, we do not have to release the stop payment order unless the same person asks us to. If we re-credit your *Account* after paying an *Access Check* following a valid stop payment order, you give us all of your rights against the payee or other holder of the paid *Access Check*. You also agree to help us in any actions we might later take against that person.

Using a PIN.

We may give you a personal identification number (PIN). For security reasons, you might have to provide the PIN before you are able to complete some transactions using the *Card*.

With a PIN, you may use your *Card* to: (1) obtain cash from certain automated teller machines (ATM) or (2) make purchases at certain merchant or retailer point-of-sale devices (POS). You may do these things if the ATM or POS requires entry of a PIN and displays the logo of the *Payment Card Network* on your *Card*. We will treat all ATM transactions as *Cash Advances* and all POS transactions as purchases.

You should keep your PIN secure and not write it down, give it to anyone, or keep it with your *Card*. If you lose your *Card* or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

Authorized Users.

You may ask us to add one or more *Authorized Users* with additional *Cards* on your *Account*. If we agree to your request, we will need certain information about the *Authorized User* to manage your *Account*. This will be the same information you provided about yourself as described in the *Account Information* Section. We may limit an *Authorized User's* ability to initiate certain transactions. If we do, we will tell you about these limitations before adding any new *Authorized User* on your *Account*.

Once we add an *Authorized User* to your *Account*, we may discuss your *Account* with them and provide them with *Account* information. You will be responsible for the *Authorized User's* use of the *Card* and your *Account* as well as anyone else they allow to use your *Card* or *Account*. This will be true even if you did not want, or agree to, the use.

Removing an Authorized User.

If you want to remove an *Authorized User* from the *Account*, you must contact us as provided on your *Statement* and request their removal. We will have a reasonable amount of time after your request to research the situation and remove them. You also must immediately destroy all *Cards* in their possession and cancel all of their billing arrangements to the *Account*.

We will not do this for you. During this time, you still will be responsible for all amounts they charge to the *Account*. You will be responsible even if these amounts do not appear on the *Account* until later. An *Authorized User* may remove themselves from the *Account* upon request.

We may close your existing *Account* and/or issue a new *Card* with a new *Account* number.

Your Promise to Pay.

You promise individually and jointly to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your *Card* number without presenting your actual *Card* (such as for mail, telephone or Internet purchases), this will be treated the same way as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes. Your promise to pay us will apply to your estate if you die.

Statements.

We will send you one *Statement* for all *Cards* on your *Account* unless the law does not require or permit us to send a *Statement*. *Statements* will be sent at the end of each *Billing Cycle* when your *Account* has a debit or credit balance of more than \$1.00, or if we have charged any *Interest Charges* to your *Account*. Your *Statement* will show all transactions billed to your *Account* during the *Billing Cycle* along with other important *Account* information.

Disputed Transactions.

You must inspect each *Statement* you receive and tell us about any errors or questions you have as described in the "Billing Rights Summary" part of your *Statement* and other *Truth in Lending Disclosures*. If you do not notify us as provided in those disclosures, we may assume that all information in the *Statement* is correct.

If you dispute a transaction made by you or someone else on your *Account*, and we later credit your *Account* for all or part of the disputed amount, you give us all of your rights against that other person. You also will:

- (1) give us any merchandise or other purchases you received in connection with the disputed amount if we ask;

- (2) not pursue any claim or reimbursement from the merchant and that other person; and
- (3) help us pursue and get reimbursement from the merchant and that other person; your help includes giving us documents that we ask for and that are acceptable to us.

Interest Charges and Fees.

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed to you in your *Statements* and other *Truth in Lending Disclosures*. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new balances posted to the purchase *Segment* of your *Account* provided you have paid your previous balance in full by the due date.

We will treat the following *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if they are provided in your *Truth in Lending Disclosures*. We may increase your *Interest Charges* and *Fees* as described in the *Changes to Your Agreement* section or in your *Truth in Lending Disclosures*.

- **Membership Fee.** We may charge you this *Fee* as early as your first *Billing Cycle* or the first *Billing Cycle* after this *Fee* becomes effective. If it is an annual *Fee*, we may then charge it approximately once per year. If it is a monthly *Fee*, we may charge it once in each *Billing Cycle*. This *Fee* is payable in advance even if you do not use your *Account*.
- **Late Payment Fee.** We may charge you this *Fee* if we do not receive your payment in time for us to credit it by the due date shown on your *Statement*.
- **Overlimit Fee.** If you agree, we may charge you this *Fee* when a transaction causes you to go over or remain over any of your credit limits during any *Billing Cycle*. We may also charge you two additional *Fees* if your balance remains over your credit limits as of the payment due date in future *Billing Cycles*. You will only pay one *Fee* per *Billing Cycle*, even if you go over your limit multiple times in the same cycle.
- **Returned Payment Fee.** We may charge you this *Fee* each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it.

- **Stop Payment Fee.** We may charge you this *Fee* each time you request us to stop payment on an *Access Check* or you renew an existing stop payment order as provided in the *Stopping Payment of Access Checks* section.
- **Copying Fee.** We may charge you a per-page *Fee* for copies of transaction documents or *Statements* unless they are required in resolving a billing dispute.
- **Cash Advance Fee.** We may charge you this *Fee* each time you obtain a *Cash Advance*. This *Fee* will be treated as a *Cash Advance* transaction.
- **Transfer Fee.** We may charge you this *Fee* each time you obtain a *Transfer*. This *Fee* will be treated either as a *Special Transfer* or purchase transaction depending on the *Segment* in which the *Transfer* posts.

Transactions Made in Foreign Currencies.

If you make a transaction in a foreign currency, the *Payment Card Network* will convert it into a U.S. dollar amount. The *Payment Card Network* will use its currency conversion procedures in effect when it processes the transaction. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date. We do not currently adjust the currency exchange rate or charge any additional currency conversion *Fees*.

No Warranties.

Except as otherwise provided in the "Billing Rights Summary" part of your *Statements*, we are not responsible for any claim you might have regarding the purchases of goods or services made with your *Card*.

Merchant Refunds.

If you are entitled to a refund for goods or services purchased with your *Card*, you will accept these refunds as credits to the purchase *Segment* of your *Account*. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

Minimum Payment.

Your *Statement* will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your *Statement* will also include a minimum payment amount. To avoid a late payment *Fee*,

you must pay us at least this minimum payment amount by the due date provided in the *Statement*. If you have agreed to incur *Fees* for going over your credit limit, be aware that paying only the minimum payment amount might not be enough to avoid an overlimit *Fee*.

In addition to the minimum payment, you may pay all or part of the total balances on your *Account*. However, you must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is immediately due and payable.

Making Payments.

Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company within the Capital One organization.

Mailed Payments.

You must mail payments to us at the address provided on your *Statement* or as otherwise instructed by us or our agents. We will credit it to your *Account* on the day we receive it, if:

- (1) you send the payment coupon included with your *Statement* in the same envelope with your payment;
- (2) you include your *Account* number on your payment; and
- (3) your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on your *Statement*.

If your due date occurs on a day on which we do not receive payments, any payment received the next day which conforms to the above requirements will not be treated as late.

Please allow at least 7 days for postal delivery. Unless we or our agents specifically instruct you to remit payment

in a different manner, payments received at any other location or in any other form might not be credited for up to 5 days. This might cause you to be charged late payment Fees and additional Interest Charges.

Faster Payment Services.

We may make services available that allow you to make faster payments through a customer service representative using a telephone, the Internet or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a Fee for using them. If we do, we will tell you the amount of the Fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the Fee.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made even if that payment is rejected or not paid.

Payment Processing.

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

When you provide an Item as payment, you authorize us either to use information from your Item to make a one time electronic fund transfer from your deposit account or to process the payment as an Item. We will provide additional information about this process on your Statement or other documents we send you before your payment. You may contact us and ask that we not process your future Items in this way.

When you provide an Item as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be

converted to substitute checks. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments.

We apply your minimum payments to lower Annual Percentage Rate balances before higher ones. We apply any portion of your payment, in excess of your minimum payment, to higher Annual Percentage Rate balances before lower ones.

Items with Restrictive Words, Conditions or Instructions.

All Items that have restrictive words, conditions, limitations or special instructions added (including Items marked with the words "Paid in Full" or similar language) and all accompanying communications must be mailed to and received at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of our rights.

Credit Balances.

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within 7 Business Days from our receipt of your written request.

Account Default.

We may consider you in default of your Agreement with us if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;

- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.

For certain actions, including changing the rates and Fees on your Account, our options appear in our original offer materials when you opened your Account. Remember, paying the Fees charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (1) close or suspend your Account;
- (2) lower your credit limits;
- (3) increase your minimum payment;
- (4) demand that you immediately pay the entire balances owing on your Account (for example, as described in the Minimum Payment section);
- (5) continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- (6) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You must pay us all of our collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts.

Communications.

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and

(8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your *Account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your *Account* with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Credit Reports.

We may provide information about you and the *Account* to consumer (credit) reporting agencies and others as provided in our Privacy Notices. Information we provide might appear on your and the *Authorize Users'* credit reports. This could include negative information if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer (credit) reporting agencies and others as the law allows.

Closing or Suspending Your Account.

You may ask us to close your *Account* by calling or writing us as described on your *Statement*. Your *Statement* will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use your *Card* or charges post to your *Account* after you ask us to close it, we may keep it open or reopen it.

We may close or suspend your *Account* and your right to obtain credit from us. We may do this at any time and for any reason, permitted by law, even if you are not in default. A suspension of your *Account* might be permanent or temporary.

If your *Account* is closed or suspended for any reason, you must stop using your *Card*. You must also cancel

all billing arrangements to the *Account*. We will not do this for you. If we close or permanently suspend your *Account*, you must also destroy all *Cards*. You must still pay us all amounts you owe on the *Account*, even if they are charged after your *Account* is closed or suspended.

Lost or Stolen Card.

You will take reasonable steps to prevent the unauthorized use of your *Card* and *Account*. If your *Card* is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling the telephone number on the back of your *Card* or on your *Statement* or by writing us at the address on your *Statement*. You will not be responsible for charges made to your *Account* that are found by us to be unauthorized. If we reimburse your *Account* for unauthorized charges made using your *Card*, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

Changes to Your Agreement.

At any time, we may add, delete or change any term of this Agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. If we do notify you of changes, we will send you a separate notice or inform you on your *Statement*. We may send this notice to you electronically as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

Your variable Annual Percentage Rates (if applicable) can go up or down as the index for the rate goes up or down. If we increase your *Interest Charges* for any other reason we will notify you in writing. If we increase your *Fees* or other terms of your *Account* we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

We may increase your *Interest Charges* for new transactions and your *Fees* after the first year of the *Account*. Also, if your payment is not received within 60 days after the payment due date, we may increase your *Interest Charges* and *Fees* for existing balances and new transactions at any time. We may change any other terms of your *Account* at any time.

The Law that Applies to Your Agreement.

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement will be interpreted using Virginia law. Federal law will be used when it applies.

You waive any applicable statute of limitations as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Virginia or the jurisdiction where you live. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

Waiver.

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

Assignment.

This Agreement will be binding on, and benefit, any of your and our successors and assigns.

You may not transfer your *Account* or your Agreement to someone else without our written permission.

We may transfer your *Account* and this Agreement to another company or person without your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your *Account* or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

Glossary.

- **"Access Check"** means any check we send to you to access your Account. We may also refer to an Access Check as a "convenience check" or a "purchase check."
- **"Account"** means your Card Account with us.
- **"Authorized User"** means one or more persons who may use the Card but is not responsible for the repayment of the Account.
- **"Balance Transfer"** means a Transfer posted to the purchase Segment of your Account unless otherwise described in your Truth in Lending Disclosures.
- **"Billing Cycle"** means a period of time that might vary in length but is approximately 30 days. The specific period of time is described on each Statement. However, you will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs as provided on the Statement. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period." If your Account balance has charged off, we may switch to quarterly Billing Cycles to your Account.
- **"Business Day"** means any day in which Capital One's offices are open for the processing of payments and credits.
- **"Card"** means any Capital One credit Card associated with your Account, which includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number and any Access Check.
- **"Cash Advance"** means using the Card to obtain loans in cash or things we consider cash equivalents. Cash equivalents include wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips and wagers. Cash Advances are posted to the Cash Advance Segment of your Account and not to your purchase Segment.
- **"Fees"** means charges imposed on your Account that are not based on the Annual Percentage Rates.
- **"Interest Charges"** means any charges to your Account based on the application of Annual Percentage Rates.
- **"Item"** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. This does not include an Access Check.
- **"Payment Card Network"** means Visa Inc., MasterCard International Incorporated, or any other network provider displayed on the Card.
- **"Segments"** means the different parts of your Account we may establish that are subject to unique pricing, grace periods or other terms. We create these parts of your Account for such things as your purchases, Cash Advances and Special Transfers.
- **"Special Transfer"** means a Transfer posted to the Special Transfer Segment of your Account and not to your purchase Segment.
- **"Statement"** means a document or information we provide to you showing Account information including, among other things, transactions made to your Account during a Billing Cycle. We might also refer to your Statement as a "Periodic Statement" or a "Billing Statement."
- **"Transfers"** means balances transferred from other Accounts to this Account and includes Balance Transfers and Special Transfers.
- **"Truth in Lending Disclosures"** means any Account information we provide to you that is required by the federal Truth in Lending Act and Regulation Z. These include your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements and change in terms notices.



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EXHIBIT C

NoHassle rewards

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Explore your points with your pointer.

Click over to capitalone.com/nohassle
and find ways to earn, redeem, and keep track
of your points—all in one place.


capitalone.com/nohassle


over

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Customer Service 1-800-455-7070
www.capitalone.com

Oct. 29 - Nov. 28, 2012 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-6542

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$5,573.58	\$67.00	Dec 25, 2012

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$20,000.00 Cash Advance Credit Limit: \$10,000.00
Available Credit: \$14,426.42 Available Credit for Cash Advances: \$10,000.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$4,809.04	\$578.53	\$11.31	\$1,331.76	\$5,573.58

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #9542

1	08 NOV CREDIT-TRAVEL REWARD	(\$128.29)
2	16 NOV ELECTRONIC PAYMENT	(\$450.24)

TRANSACTIONS FOR MARGARET MURR #9542

1	31 OCT ROBERT KEENAN WINEY707-963-9177CA	\$156.00
2	01 NOV SPECTRA EYE INSTITUTESUN CITYAZ	\$40.00
3	05 NOV SIGEFAME6153616627TN	\$986.00
4	07 NOV CHASE CELLARST HELENACA	\$139.40
5	27 NOV WIM SUPERCENTER #7777SURPRISEAZ	\$9.71
6	27 NOV USPS 03026907233025886SURPRISEAZ	\$23.65
7	27 NOV COLOR BAR SALONSURPRISEAZ	\$77.00
Total Transactions This Period		\$1,331.76

FEES

Total Fees This Period	\$0.00
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Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE	10,846
REWARDS EARNED THIS PERIOD	2,673
(reflects transactions posted during this billing cycle)	
REDEEMED THIS PERIOD	(12,829)
AVAILABLE BALANCE AS OF 11/28/2012	690

For up-to-date rewards tracking, visit www.capitalone.com or simply call 1-800-228-3001

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$958.22	\$11.31
Cash Advances	24.90% P	\$0.00	\$0.00
SpecialTrans	0.00%	\$4,405.85	\$0.00

P.L.D.F. = Variable Rate. See reverse of page 1 for details

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

1 5178058415145542 28 5573580450240087004



Account Number: 5178-0584-1514-5542

Due Date	New Balance	Minimum Payment	Amount Enclosed
Dec 25, 2012	\$5,573.58	\$67.00	.

PLEASE PAY AT LEAST
THIS AMOUNT

MARGARET MURR
35644 N MAJESTIC VISTA CT
SURPRISE, AZ 85387-7586



GO PAPERLESS!

The trees will thank you.

Sign up at www.capitalone.com

400010

Capital One Bank (USA), N.A.
P.O. Box 60577
City of Industry, CA 91716-0577



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

Explore your rewards and redeem your points online:

1. Log in or enroll at capitalone.com/nohassle
2. Click the Rewards Summary tab
3. Click the Explore Rewards button



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How can I avoid paying interest charges? Each month you pay your "New Balance" in full. You will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, interest charges will be assessed. There is no grace period on cash advances, special carders, or on any new transaction when there is an unpaid balance from a previous bill.

How is the interest charge applied? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

Do you assess a Minimum Interest Charge? Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

How do you calculate the interest charge? We use a method called Average Daily Balance including new transactions. Under this method, we first calculate your daily balance for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) add any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full for if your 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. Also, transactions that are subject to a grace period are not added to the daily balance.

How to find your Average Daily Balance: 1) Add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding, a minimum interest charge, this calculation may vary from the interest charge actually assessed.

How can I avoid Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following reported factors (supported in The Wall Street Journal). To find which index is used for your account, look for a rate code on the front of this statement next to your APR. Then check the table below.

Code next to your APR	How do we calculate your APR?	When your APR will change
P L	Prime Rate + margin 3 month LIBOR + margin	The first day of the billing period that ends in Jan., April, July, and Oct.
D F	Prime Rate + margin 1 month LIBOR + margin	The first day of each monthly billing period.

Are there Additional Fees associated with my account? Yes, under certain circumstances, you may be assessed a Late or Returned Payment fee. You may also be assessed Overdraft fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

How can I avoid Membership fees? If a Renewal Notice is placed on the front of this statement, you may avoid paying an annual membership fee by contacting Customer Service no more than 60 days after the last day in the billing cycle covered by the statement to request that we close your account. To avoid paying a monthly membership fee, request Customer Service online to request that we close your account, and we will stop assessing your monthly membership fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account. At that time, we will explain any additional steps to account closure, including balance pay down information and timelines. Please note that if you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

What happens if my Account is Suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I Make Payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- 1) Online by going to www.capitalone.com and logging into your account;
- 2) Telephone Voice Response System by dialing 1-800-955-7670 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be received from your bank account. Funds may be withdrawn from your bank account as soon as the same day we receive your payment;
- 3) Calling our telephone number 1-800-955-7670 and providing your information to our representative;
- 4) Payments by mail should be sent to the mailing address provided on the bottom portion of this statement.

When will you receive the payment?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. ET. For mailed payments, as of the business day we receive it, as long as: 1) you send the bottom portion of the statement and your check in the enclosed mailers envelope, and 2) your payment is received in one of our processing centers by 5 a.m. local time. Please allow at least (7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks as an Electronic Funds Transfer? Payments will be processed in one of two ways. When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for bankruptcy? If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims service directly, please contact Capital One - PO Box 30285 - Salt Lake City, UT 84130-0285.

ENDING MONTH SUMMARY (Does Not Apply to Small Business Accounts)

What to Do if You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, email us at:

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

In your letter, give us the following information:

Account information: Your name and account number.

Dollar amount: The dollar amount of the disputed amount.

Reason for dispute: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any payment errors immediately. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you immediately within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following apply:

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit line.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (as appear on your next statement) or the reasons we believe the bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at [www.No Hassle.com](http://www.no Hassle.com).

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

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports anti-money laundering protection. See our website at www.capitalone.com.
© 2011 Capital One. Capital One is a federally registered service mark. All rights reserved.

ETC-03
1/3/2011

Changing Address?

Address _____

Home Phone _____

Alternate Phone _____

E-mail _____

Address _____

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

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: www.capitalone.com



		Page 2 of 2 Customer Service 1-800-935-7070 www.capitalone.com	Oct. 29 - Nov. 28, 2012 31 Days in Billing Cycle
Platinum MasterCard XXXX-XXXX-XXXX-5542		Credit Limit: \$20,000.00 Available Credit: \$14,426.42 Cash Advance Credit Limit: \$10,000.00 Available Credit for Cash Advances: \$10,000.00	
NEW BALANCE \$5,573.58	MINIMUM PAYMENT \$67.00	DUE DATE Dec 25, 2012	
Previous Balance \$4,809.04	Payments and Credits - \$578.53	Fees and Interest Charged + \$11.31	Transactions + \$1,331.76
			New Balance = \$5,573.58

TRANSACTIONS CONTINUED

INTEREST CHARGED	
INTEREST CHARGE-PURCHASES	\$11.31
Total Interest This Period	\$11.31
TOTALS YEAR TO DATE	
Total Fees This Year	\$87.18
Total Interest This Year	\$11.31

EXHIBIT D



For your existing account ending in: 5542

This offer good until: February 3, 2013

4482500016511911 1066 017

Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

AJYL



**0% APR for
12 months**

Your total credit limit as of 12/4/2012: \$20,000

Dear Margaret Murr,

The only thing worse than paying too much in interest is letting this offer expire.

**You have until February 3, 2013 to start saving with a
0% Annual Percentage Rate (APR) for 12 months.**

After that, your rate will simply go to your purchase rate, which is currently 13.9%. Keep in mind, for each transaction, there's a fee of 2%.



Transfer balances—0% for 12 months

Other credit cards can charge you as much as 14.98%. Stop overpaying—transfer higher-rate balances to your existing Capital One® account and save!



Write a check to yourself—0% for 12 months

There are times when cash is the only answer. With this offer, write a check to yourself, deposit it at your bank, and get cash without those high cash advance rates.



Make a purchase—0% for 12 months

Use one of the attached checks to make that special purchase you've been putting off—even at places that don't accept credit cards.

NOTE ▶ Please read:

If you accept this offer, you will pay interest on all purchases made with your credit card until your entire balance is paid off.

See Special Notice on the back of this offer.

This offer is good until February 3, 2013, so start saving today!

Enjoy 3 convenient ways to save with this offer...



USE THE ENCLOSED CHECKS
by 02/03/13



GIVE US A CALL
1-800-833-6393



GO ONLINE
capitalone.com/offers

0%**Promotional APR
for 12 months**Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

Check must post by 2/3/2013

4607066-156/531
044825-017

Date

Pay To The
Order Of

\$

Dollars

Check # **46070**

Date

Amount

Pay to

Memo
Payable through Capital One Bank, N.A.

Signature

Check must post by
February 3, 2013

⑈ 4 60 70 ⑈ ⑆ 0 5 3 1 0 1 5 6 1 ⑆ 7 5 1 0 0 1 3 3 3 7 8 6 4 ⑈

Go online to see how much you can save when you transfer a balance!

Go to capitalone.com/offers, log in, and click on
this link (located just above your available offers)
to calculate how much you'll save with this offer.

OFFER: 0% APR on balance transfers

**Questions? We're here to help. Give us a call at 1-800-833-6393.**

Interest and Fee Information	
APR for Check Transactions and Transferred Balances	0% for 12 months beginning with the first transfer. After that, you will be charged the APR for Purchases, 13.9%. This APR will vary with the market based on the Prime Rate, as previously disclosed.
Use-by-Date	These checks must post to your account by February 3, 2013 for the promotional APR to apply. If you use the checks after that date, we may still honor the checks but you will not receive the promotional APR. Instead, the APR for Purchases will apply.
Fee	2% of each transaction.
Paying Interest	We will begin charging 0% interest on these checks and transfers on the transaction date.

These rates, fees, and terms also apply to any other checks numbered 46070 through 46074 previously mailed to you.

0%**Promotional APR
for 12 months**Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

Check must post by 2/3/2013

4607166-156/531
044825-017

Date

Pay To The
Order Of

\$

Dollars

Check # **46071**

Date

Amount

Pay to

Memo
Payable through Capital One Bank, N.A.

Signature

Check must post by
February 3, 2013

⑈ 4 60 71 ⑈ ⑆ 0 5 3 1 0 1 5 6 1 ⑆ 7 5 1 0 0 1 3 3 3 7 8 6 4 ⑈

0%**Promotional APR
for 12 months**Margaret Murr
19644 N Majestic Vista Ct
Surprise, AZ 85387-7588

Check must post by 2/3/2013

4607266-156/531
044825-017

Date

Pay To The
Order Of

\$

Dollars

Check # **46072**

Date

Amount

Pay to

Memo
Payable through Capital One Bank, N.A.

Signature

Check must post by
February 3, 2013

⑈ 4 60 72 ⑈ ⑆ 0 5 3 1 0 1 5 6 1 ⑆ 7 5 1 0 0 1 3 3 3 7 8 6 4 ⑈

SPECIAL NOTICE to customers who pay their entire balance in full each month

If you always pay your balance in full each month, you do not pay interest on your purchases. This is called a grace period. Please note that if you take this offer, you will lose your grace period. If you transfer a balance to this account, you will begin paying interest on all new purchases, even if you pay your purchase balance in full each month. To avoid paying interest on your purchases, you must pay both your transferred balance and your purchase balance in full.

Answers to frequently asked questions

Q When can I start using the enclosed checks?

Q What will my rate be after the promotional rate expires?

Q Does this promotional rate apply to purchases made with my credit card?

Q How long will it take for one of these checks to post to my account?

Q Can I use the enclosed checks to get cash?

Q If I accept this offer, will I be opening a new credit card account?

Q How much of my total credit limit can I use with this offer?

Q If I transfer a balance from another lender, do I still need to continue to pay that lender?

Q Can I avoid interest on new purchases after I transfer a balance?

Important Information About This Offer

- Please make sure the total of your checks, transactions, and fees does not exceed your available credit.
- We may decline to process your request for this offer. If we do, we will notify you. Your request may be declined if:
 - Your account is delinquent, overlimit, charged-off, or closed
 - You have filed for bankruptcy
 - Your card has been reported lost or stolen, or our fraud system prevents the offer fulfillment
 - A term of your account relevant to the offer (like credit line, APR, or your special transfer rate) has changed since we mailed the offer
- All transaction fees disclosed will apply, but may be waived by Capital One, without losing our rights to impose those fees in the future.
- If you have an authorized user on your account, the authorized user cannot request a transfer or use any checks.
- \$0 Fraud Liability claims are subject to verification and investigation.
- Balance transfers between Capital One accounts are **not** permitted. That means balances cannot be transferred to this account from any other credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank. Access checks will not be accepted as payments on other Capital One accounts. Please do **not** use these checks to pay any credit card issued by Capital One including, but not limited to, Kohl's, Sony, GM, Union Plus, Teamster Privilege, Best Buy, Household Bank, and Orchard Bank.
- The HEXAGON DESIGN® (AND VARIATIONS), HSBC® THE WORLD'S LOCAL BANK®, HOUSEHOLD® (AND DESIGN), and HOUSEHOLD BANK® are registered trademarks of HSBC Holdings plc or HSBC Finance Corporation and are used by Capital One® by permission. Capital One is the issuer of this account. Union Plus is a registered trademark of Union Privilege. Best Buy is a trademark of BBY Solutions, Inc.

These Checks:

- Are treated as special transfers and will post to one of your special transfer segments of your account if used before the promotional rate offer expires on 2/3/2013. If they post to your account after that date, they will be treated as purchases and will post to your purchase segment of your account.
- Are subject to the terms and conditions of your Customer Agreement as amended. Please be aware that the section titled "Your Rights If You Are Dissatisfied With Your Credit Card Purchases" in the Billing Rights Summary on the back of your periodic statement does not apply to these checks.
- Do not earn Rewards.
- Cannot be cashed at a Capital One branch unless you have a deposit account with Capital One, N.A., which has sufficient funds to cover the amount of the check(s) in the event the check(s) is/are returned unpaid.

All other terms and conditions for your account remain in full force and effect.

SPECIAL NOTICE to customers who pay their entire balance in full each month:

If you always pay your balance in full each month, you do not pay interest on your purchases. Please be aware that if you take this offer, you will lose your grace period on purchases. As a result to this offer, you will be paying interest on all new purchases, even if you pay your purchase in full each month. To avoid paying interest on your purchases, you must pay both your transferred balance and your purchase balance in full.

EXHIBIT E

STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT

2013 SEP 26

25

In re CAPITAL ONE BANK (USA), N.A.)

CIVIL DIVISION

Docket No. 756-11-12 Wney

ASSURANCE OF DISCONTINUANCE

WHEREAS Capital One Bank (USA), N.A. ("Capital One"), is a national bank with offices at 1680 Capital One Drive, McLean, Virginia 22102;

WHEREAS Capital One is a subsidiary of Capital One Financial Corporation;

WHEREAS Capital One offers credit cards and credit card services to businesses in Vermont;

WHEREAS Capital One markets its credit cards and credit card services to Vermont businesses through direct-mail solicitations, among other methods;

WHEREAS among the solicitations sent to Vermont businesses have been solicitations that allow the business to use an "access check" to borrow up to a certain amount of money—for example, \$5,000—at "0% APR [annual percentage rate] for 12 months" (hereinafter "Vermont Access Check Offers");

WHEREAS businesses that choose to accept a Vermont Access Check Offer can, up to the stated dollar amount of the offer and at 0% APR for 12 months, use the check to pay off balances from other credit card accounts or buy merchandise, among other things;

WHEREAS under the terms and conditions of the Vermont Access Check Offers, businesses that used an access check had a continuing balance on their credit card account until the check amount was paid back, even if other new purchases were paid in full by the monthly due date, as a result of which interest or finance charges accrued on new purchases on the account;

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

WHEREAS businesses that would have carried a purchase balance regardless of the access check did not pay more in interest on purchases than they would have had they not accepted the Vermont Access Check Offer, but businesses that would have paid off all of their new purchases each month did pay interest on those purchases;

WHEREAS the Attorney General alleges that Capital One's access check solicitations did not disclose the potential for interest charges on new purchases, in violation of the prohibition on unfair and deceptive trade practices in the Vermont Consumer Protection Act, 9 V.S.A. § 2453(a);

WHEREAS Capital One has been using the form of disclosure that appears in the two sentences following "NOTE ► Please read" in Exhibit 1 hereto in some of its access check solicitations, and the Attorney General agrees that this disclosure is accurate, clear, and conspicuous;

WHEREAS Capital One has not admitted any violation of the Vermont Consumer Protection Act;

AND WHEREAS the Attorney General is willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

THEREFORE, the parties agree as follows:

1. *Disclosure.*

a. Capital One shall use the form of disclosure in Exhibit 1 on Vermont Access Check Offers from November 16, 2012 until November 15, 2013. During that period, for Vermont Access Check Offers sent in other solicitation formats different from Exhibit 1, Capital One shall use the wording contained in the form of disclosure set forth in Exhibit 1

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GENERAL
109 State Street
Montpelier, VT
05609

and place the disclosure on the front of the solicitation, but may make *de minimis* variations in other aspects of the disclosure.

c. For all Vermont Access Check Offers sent from November 16, 2013 through November 15, 2016, Capital One shall clearly and conspicuously disclose on the front of the solicitation how accepting a Vermont Access Check Offer will affect the interest paid on future purchases made with the credit card, if accepting a Vermont Access Check Offer will affect the interest paid on future purchases. For the purpose of this paragraph, a disclosure is clear and conspicuous if it is presented on the front page of a solicitation in such a size, color, contrast, and location, compared to the other information with which it is presented, that it is readily noticeable, readable, and understandable to a reasonable person. A disclosure is not clear and conspicuous if it is contradicted by or inconsistent with other information on the solicitation.

d. Through November 15, 2013, the Vermont Attorney General's Office may by written request directed to Jonathan Campbell at the address below obtain copies sufficient to show the form of any Vermont Access Check Offer solicitations used from November 16, 2012 through the date of the written request.

2. Consumer relief.

a. For each Vermont business that paid interest between August 1, 2006 and September 30, 2011, on new purchases while a 0% access check balance was pending that it would not have paid absent that balance, Capital One shall, within thirty (30) business days of signing this Assurance of Discontinuance, credit the business' Capital One account, if any, or send a check to the business' last known address, by first-class mail, postage prepaid. The amount of the credit or check shall be the amount of all such interest charges that have

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ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

not been previously refunded. In either event, Capital One shall send to the business, by first-class mail, postage prepaid, a letter in substantially the form attached as Exhibit 2 hereto, which shall accompany the check if a check is sent. Capital One shall use due diligence to ensure that accurate payment amounts are provided to each business to which a payment is due under this Assurance of Discontinuance.

b. No later than forty-five (45) business days after signing this Assurance of Discontinuance, Capital One shall provide to the Vermont Attorney General's Office the names and addresses of the businesses to which letters and payments were sent or credits provided under this Assurance of Discontinuance, along with the date and amount of each payment.

c. No later than one hundred fifty (150) days after signing this Assurance of Discontinuance, Capital One shall mail to the Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609, a single check, payable to "Vermont State Treasurer," in the total dollar amount of all checks that were returned as undeliverable or that went uncashed, to be treated as unclaimed funds, along with a list, in Excel format on a compact disk, of the businesses whose checks were returned or were not cashed, and for each such business, the last known address and dollar amount due.

3. *Payment to the State.* Within thirty (30) business days of signing this Assurance of Discontinuance, Capital One shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of one hundred fifty thousand dollars (\$150,000.00) as reimbursement for reasonable investigative costs.

4. *Binding effect.* This Assurance of Discontinuance shall be binding on Capital One, its successors and assigns.

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

5. *Release.* The State of Vermont hereby releases and discharges any and all claims that it may have against Capital One or its affiliates based on conduct described above that arose prior to the date of this Assurance of Discontinuance. The State of Vermont does not waive any legal rights it may have to enforce the laws of Vermont as to matters not covered by this Assurance of Discontinuance, including time periods not covered by this Assurance of Discontinuance, or to enforce the terms of this Assurance of Discontinuance.

6. *Admissibility.* Nothing in this Assurance of Discontinuance may be used or admitted as evidence or as an admission in any other adverse proceeding or action relating to Capital One, nor shall anything in this document be considered first-party evidence, except by Capital One to enforce the Release.

Date: 10/26/12

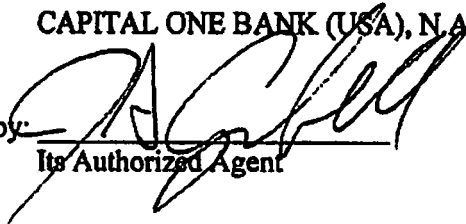
STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 
Elliot Burg
Assistant Attorney General

Date: 10/31/12

CAPITAL ONE BANK (USA), N.A.

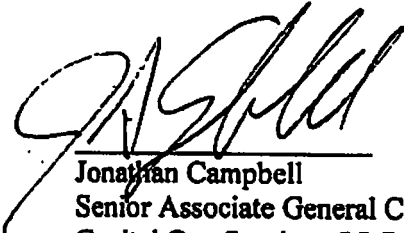
by: 
Its Authorized Agent

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

APPROVED AS TO FORM:



Elliot Burg
Assistant Attorney General
Office of Attorney General
109 State Street
Montpelier, VT 05609
For the State of Vermont



Jonathan Campbell
Senior Associate General Counsel
Capital One Services, LLC
15000 Capital One Drive
Richmond, VA 23238
For Capital One Bank (USA), N.A.

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609



For your existing account ending in: 1234

EXHIBIT 1

This offer good until: 10/31/12

Lee M. Cardholder
123 Main Street
Atlanta, GA 30306-0123

**0% APR for
12 months**



Your total credit limit as of 9/18/12: \$10,000

Dear Lee M. Cardholder,

The only thing worse than paying too much in interest is letting this offer expire.

**You have until 10/31/12 to start saving with a
0% Annual Percentage Rate (APR) for 12 months.**

After that, your rate will simply go to your purchase rate, which is currently 17.99%. Keep in mind, for each transaction, there's a fee of 3%.

SAVE! ▶ Transfer balances—0% for 12 months

Other credit cards can charge you as much as 14.9%. Stop overpaying—transfer higher-rate balances to your existing Capital One® account and save!

SAVE! ▶ Write a check to yourself—0% for 12 months

There are times when cash is the only answer. With this offer, write a check to yourself, deposit it at your bank, and get cash without those high cash advance rates.

SAVE! ▶ Make a purchase—0% for 12 months

Use one of the attached checks to make that special purchase you've been putting off—even at places that don't accept credit cards.

NOTE ▶ Please read:

If you accept this offer, you will pay interest on all purchases made with your credit card until your entire balance is paid off.
See Special Notice on the back of this offer.

This offer is good until 10/31/12, so start saving today!

Enjoy 3 convenient ways to save with this offer...



USE THE ENCLOSED CHECKS
by 10/31/2012



GIVE US A CALL
1-800-833-6393



GO ONLINE
capitalone.com/offers

FM233346

Exhibit 2 (Letter to Businesses)

Dear [Name of Business]:

Our records show that you took advantage of a "0% for 12 months" access check offer, and that while the access check segment of your balance was pending, you paid interest on new purchases made on your credit card that you would not have paid absent the amount owed on the access check segment of your credit card account. Under a settlement with the Vermont Attorney General's Office, we are enclosing a check to reimburse you for that interest.

If you have any questions about the settlement, you may contact the Attorney General's Office at (802) 828-5507.

Sincerely,

Capital One Bank (USA)

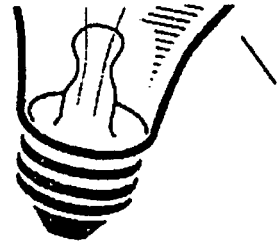
Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

EXHIBIT F

Transfer balances from any lender, including:

- ✓ Credit Cards ✓ Personal Loans ✓ Installment Loans
- ✓ Auto Loans ✓ Gas Cards ✓ Retail Store Cards

Call us at 1-800-955-7070 or go to
capitalone.com/offers today!



Page 1 of 3
Customer Service 1-800-955-7070
www.capitalone.com

Sep. 29 - Oct. 28, 2012 30 Days in Billing Cycle

Platinum MasterCard

XXXX-XXXX-XXXX-5542

NEW BALANCE

MINIMUM PAYMENT

DUE DATE

\$4,809.04

\$48.00

Nov 25, 2012

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$20,000.00

Cash Advance Credit Limit: \$10,000.00

Available Credit: \$15,190.96

Available Credit for Cash Advances: \$10,000.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance

\$2,082.04

Payments and Credits

\$2,082.04

Fees and Interest Charged

\$87.18

Transactions

\$4,721.86

New Balance

\$4,809.04

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #5542

1 25 OCT ELECTRONIC PAYMENT (\$2,082.04)

TRANSACTIONS FOR MARGARET MURR #5542

1 01 OCT BUILD A BIKESURPRISEAZ \$15.94

2 03 OCT MCA PATIENT ACCTS800-6030558MIN \$109.68

3 04 OCT COLOR BAR SALONSURPRISEAZ \$25.00

4 10 OCT HAMPTON INN CAMARILLOCAMARILLOCA \$128.29

ARRIVE: 10/08/12 DEPART: 10/10/12 FOLIO#:

00002146

PH#: 805-389-9898

5 11 OCT BATTERIES PLUS #465AH LUIS OBSCA \$12.92

6 11 OCT ACCESS CHECK 50066 8282665296 \$4,358.80

7 14 OCT IN-N-OUT BURGER 000000ATASCADEROCA \$7.76

8 19 OCT BUILD A BIKESURPRISEAZ \$63.47

▶ Total Transactions This Period \$4,721.86

Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE 10,119

REWARDS EARNED THIS PERIOD 727

(reflects transactions posted during this billing cycle)

AVAILABLE BALANCE AS OF 10/28/2012 10,846

For up-to-date rewards tracking, visit
www.capitalone.com
or simply call 1-800-228-3001

No Hassle rewards

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$0.00	\$0.00
Cash Advances	24.90% P	\$0.00	\$0.00
SpecialTrans	0.00%	\$2,662.01	\$0.00

P.L.D.F. = Variable Rate. See reverse of page 1 for details.

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

1 5178058415145642 28 4809042082040048008



Account Number: 5178-0584-1514-5542

Due Date

New Balance

Minimum Payment

Amount Enclosed

Nov 25, 2012

\$4,809.04

\$48.00

.

PLEASE PAY AT LEAST
THIS AMOUNT

BE SAFE!

Your trash could be an identity thief's
gold. Manage your account online
and end the paper trail.

Sign up at www.capitalone.com



400003

managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: www.capitalone.com

Page 2 of 3
Customer Service 1-800-955-7070
www.capitalone.com

Sep. 29 - Oct. 28, 2012 30 Days in Billing Cycle

Platinum MasterCard

XXXX-XXXX-XXXX-5542

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$4,809.04	\$48.00	Nov 25, 2012

Credit Limit:	\$20,000.00
Available Credit:	\$15,190.96
Cash Advance Credit Limit:	\$10,000.00
Available Credit for Cash Advances:	\$10,000.00

Previous Balance

\$2,082.04

Payments and Credits

\$2,082.04

Fees and Interest Charged

\$87.18

Transactions

\$4,721.86

New Balance

\$4,809.04

TRANSACTIONS CONTINUED

FEES

1	12 OCT	SPECIAL RATE OFFER - FEE	\$87.18
Total Fees This Period			\$87.18

INTEREST CHARGED

Total Interest This Period	\$0.00
----------------------------	--------

TOTALS YEAR TO DATE

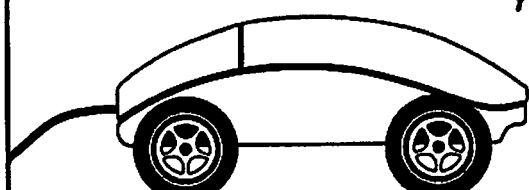
Total Fees This Year	\$87.18
Total Interest This Year	\$0.00

EXHIBIT G

500845

Take an AUTO LOAN TEST DRIVE

You test drive a car before you buy it.
Now **TEST DRIVE** a **LOAN**
before you **SIGN IT!**



Capital One
Auto Finance

Take yours now at www.capitalone.com/autoloans/offer5a5b

Page 1 of 1
Customer Service 1-800-655-7870
www.capitalone.com

Nov. 29 - Dec. 28, 2012 30 Days in Billing Cycle

Capital One

Platinum MasterCard XXXX-XXXX-XXXX-5542

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$4,381.56	\$48.00	Jan 25, 2013

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$20,000.00 Cash Advance Credit Limit: \$10,000.00
Available Credit: \$15,618.44 Available Credit for Cash Advances: \$10,000.00

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	21 Years	\$8,843
\$142	3 Years	\$5,901

Your estimated savings if you pay off this balance in 3 years: \$3,542

If you would like information about credit counseling services, call 1-888-325-8055.

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.49%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$5,573.59	\$1,214.78	\$2.76	\$0.00	\$4,381.56

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MUIR #5542

DATE	DESCRIPTION	AMOUNT
04 DEC	ELECTRONIC PAYMENT	(\$1,214.78)

FEES

Fee Type	Amount
Total Fees This Period	\$0.00

INTEREST CHARGED

Interest Type	Amount
INTEREST CHARGE-PURCHASES	\$2.76
Total Interest This Period	\$2.76

TOTALS YEAR TO DATE

Total	Amount
Total Fees This Year	\$87.18
Total Interest This Year	\$14.07

REWARDS INFORMATION

Item	Amount
PREVIOUS AVAILABLE REWARDS BALANCE	690
REWARDS EARNED THIS PERIOD	0
AVAILABLE BALANCE AS OF 12/28/2012	690

For up-to-date rewards tracking, visit www.capitalone.com or simply call 1-800-228-3881

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$241.36	\$2.76
Cash Advances	24.90% P	\$0.00	\$0.00
Specialty Rates	0.00%	\$4,322.14	\$0.00

P.L.D.F. = Variable Rate. See reverse of page 1 for details.

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

1 5178058415145542 28 4361561214780048001

Capital One

Account Number: 5178-0584-1514-5542

Due Date	New Balance	Minimum Payment	Amount Enclosed
Jan 25, 2013	\$4,381.56	\$48.00	.

PLEASE PAY AT LEAST THIS AMOUNT

MARGARET MUIR
37644 N MAJESTIC VISTA CT
SURPRISE, AZ 85387-7588**ORGANIZATION MADE EASY.**Forget the filing.
Manage your account online
and simplify your life.Sign up at www.capitalone.com

400011

Capital One Bank (USA), N.A.
P.O. Box 60599
City of Industry, CA 91716-0599

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

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How can I Avoid Double Interest Charges? Each month you pay your "New Balance" in full you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) credit advances, and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your new bill in full, potential interest charges will be assessed. There is no grace period on cash advances, special cashiers, or on any new transaction when there is an unpaid balance from a previous bill.

How is the Interest Charge applied? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the previous segment of your Account. However, we reserve the right to not assess interest charges at any time.

Do you assess a Minimum Interest Charge? Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (excluding new transactions). Under this method, we first calculate your daily balance for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) add any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you pay your previous month's balance in full for a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances.

How to find your Average Daily Balance: 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR) divided by 365 for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

How can my Variable Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following repeated indices reported in The Wall Street Journal. To find which index is used for your account, look for a note note on the front of this statement next to your APR(s). Then check the table below.

Credit next to your APR(s)	How do we calculate your APR(s)? Index + margin (previously disclosed to you)	When your APR(s) will change
P L	Prime Rate + margin 3 month LIBOR + margin	The first day of the billing periods that end in Jan., April, July, and Oct.
D F	Prime Rate + margin 3 month LIBOR + margin	The first day of each monthly billing period.

Are there Additional Fees associated with my account? Yes, under certain circumstances, you may be assessed a Late or Returned Payment fee. You may also be assessed Overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership fee by contacting Customer Service no more than 45 days after the last day in the billing cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, contact Customer Service anytime to request that we close your account, and we will tell you regarding your monthly membership fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account. At that time, we will explain any additional steps to account closure, including balance pay down information and timelines. Please note that if you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

What happens if my Account is Suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must: 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and account cards, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I Make Payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- 1) Online by going to www.capitalone.com and logging into your account.
- 2) Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to make an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment.
- 3) Calling our telephone number 1-800-955-7070 and providing your information to our representatives.
- 4) Payments by mail should be sent to the mailing address provided on the bottom portion of the statement.

Where will you Credit My Payment?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. ET. For mailed payments, as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed return envelope, and 2) your payment is received in one of our processing centers by 5 p.m. local time. Please allow at least 77 business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks as an Electronic Funds Transfer? Payments will be processed in one of two ways: When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for Bankruptcy? If you are ordered to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims service directly, please contact: Capital One - PO Box 50285 - Salt Lake City, UT 84170-0285.

DISBURSED FUNDS SUMMARY (Does Not Apply to Small Business Accounts)

What to Do if You Think You Find a Mistake On Your Statement: If you think there is an error on your statement, write to us at:

Capital One
P.O. Box 50285
Salt Lake City, UT 84170-0285

At your latest, give us the following information:

Account information: Your name and account number.
Disputed amount: The dollar amount of the disputed error.
Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error occurred on your statement.

You must notify us of any potential errors **promptly**. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you **promptly** within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on that account.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have used in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at cc_return@co.com.

Capital One
P.O. Box 50285
Salt Lake City, UT 84170-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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

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ETC-05
1/10/11

Changing Address?

Address.....

Home Phone.....

Alternate Phone.....

E-mail
Address.....

Please print address or phone number changes above using blue or black ink

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



EXHIBIT H



500857

MARGARET MURR

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

It could happen to anyone. Make sure you pay the amount due on your statements as soon as possible. Maintaining good credit is important.

Avoid missing future payments by setting up free, customizable account alerts. Enroll in online banking or log in to your account at capitalone.com and you can:

- Set up your payment due date alert
- Receive payment posted notifications
- Access your account balance and recent transactions 24/7

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Page 1 of 2
Customer Service 1-800-955-7670
www.capitalone.com

Dec. 29 - Jan. 28, 2013 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-5542

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$4,384.44	\$112.24	Feb 25, 2013

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$20,000.00 Cash Advance Credit Limit: \$10,000.00
Available Credit: \$15,615.56 Available Credit for Cash Advances: \$10,000.00

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period if No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	21 Years	\$8,623
\$143	3 Years	\$5,157

Your estimated savings if you pay off this balance in 3 years: \$3,538

If you would like information about credit counseling services, call 1-855-328-8055.

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 28.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$4,381.68	\$2.76	\$25.64	\$0.00	\$4,784.44

You're behind by one payment. Remember that paying the minimum payment by the due date keeps your account current. So make sure you send in the minimum payment to keep your account current.

"Important Notice" Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (APRs) may increase.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #5542

1	01 JAN	ELECTRONIC PAYMENT	(\$2.76)
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FEES

1	25 JAN	PAST DUE FEE	\$25.00
Total Fees This Period			\$25.00

INTEREST CHARGED

INTEREST CHARGE-PURCHASES			\$0.64
Total Interest This Period			\$0.64

Transactions continue on page 2

Help is Available.
Just pick up the phone.

Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$54.09	\$0.64
Cash Advances	24.90% P	\$0.00	\$0.00
Specialty Rates	0.00%	\$4,308.66	\$0.00

P, D, F = Variable Rate. See reverse of page 1 for details.

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

1 5178058415145542 28 4384440002760112240



Account Number: 5178-0584-1514-5542

Due Date	New Balance	Minimum Payment	Amount Enclosed
Feb 25, 2013	\$4,384.44	\$112.24	.

PLEASE PAY AT LEAST
THIS AMOUNT

MARGARET MURR
39644 N MAJESTIC VISTA CT
SURPRISE, AZ 85387-7386

**Take advantage. Take control.**

Manage your account online
at www.capitalone.com

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.
P.O. Box 60577
City of Industry, CA 91716-0577



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

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How can I avoid paying interest charges? Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, practical interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transactions when there is an unpaid balance from a previous bill.

How is the interest charge applied? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) last calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

Do you assess a minimum interest charge? Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

How do you calculate the interest charge? We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full for if your 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. Also, transactions that are subject to a grace period are not added to the daily balance.

Next, to find your Average Daily Balance: 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

How can my Variable Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following reported index (quoted in The Wall Street Journal). To find which index is used for your account, look for a letter code on the front of the statement next to your APR. Then check the table below.

Code next to your APR	How do we calculate your APR?	When your APR(s) will change
P	Prime Rate + margin	The first day of the billing periods that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	The first day of each monthly billing period
D	Prime Rate + margin	The first day of each monthly billing period
F	1 month LIBOR + margin	The first day of each monthly billing period

Are there additional fees associated with my account? Yes, under certain circumstances, you may be assessed a Late or Returned Payment fee. You may also be assessed Delinquent fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

How can I avoid Membership fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership fee by contacting Customer Service no more than 45 days after the last day in the billing cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, contact Customer Service anytime to request that we close your account, and we will stop assessing your monthly membership fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account. At that time, we'll require any additional steps to account closure, including balance pay down information and receipts. Please note that if you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

What happens if my Account is Suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must: 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I Make Payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- 1) Online by going to www.capitalone.com and logging into your account.
- 2) Telephone Your Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to debit an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment.
- 3) Calling our telephone number 1-800-955-7070 and providing your information to our representative.
- 4) Payments by mail should be sent to the mailing address provided on the bottom portion of the statement.

When will you Credit My Payment?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. ET. For mailed payments, as of the business day we receive it, as long as: 1) you send the bottom portion of the statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5 p.m. local time. Please allow at least (7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks as an Electronic Funds Transfer? Payments will be processed in one of two ways: 1) when you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for Bankruptcy? If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, enforce or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the bankruptcy court. If you or your attorney would like to contact our bankruptcy claims reviewer directly, please contact: Capital One - PO Box 30285 - Salt Lake City, UT 84130-0285.

SELLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)

What is the if You Think You Find a Mistake On Your Statement? If you think there is an error on your statement, write to us at:

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

In your letter, give us the following information.

Account information: Your name and account number.

Other account: The color amount of the suspected error.

Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must receive us within 60 days after the error appeared on your statement.

You must notify us of any potential errors immediately. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you electronically within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following are in effect:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your next bill.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error to appear on your next statement or the reasons we believe the bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to contact the merchant, you may have the right not to pay the remaining account due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that debits your credit card account do not qualify, and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at disputes@capitalone.com.

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

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One respects information privacy protection: see our website at www.capitalone.com.
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ETC-08
1/25/11

Changing Address?

Address.....

Home Phone.....

Alternate Phone.....

E-mail
Address.....

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



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: www.capitalone.com



		Page 2 of 2 Customer Service 1-800-653-7676 www.capitalone.com	Dec. 29 - Jan. 28, 2013 31 Days in Billing Cycle
Platinum MasterCard XXXX-XXXX-XXXX-5542		Credit Limit: \$20,000.00 Available Credit: \$15,615.56 Cash Advance Credit Limit: \$10,000.00 Available Credit for Cash Advances: \$10,000.00	
NEW BALANCE \$4,384.44	MINIMUM PAYMENT \$112.24	DUE DATE Feb 25, 2013	
Previous Balance \$4,361.56	Payments and Credits - \$2.76	Fees and Interest Charged + \$25.64	Transactions \$0.00
			New Balance \$4,384.44

TRANSACTIONS CONTINUED

TOTALS YEAR TO DATE

Total Fees This Year	\$25.00
Total Interest This Year	\$0.64

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 I



MARGARET MURR

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 1.800.955.6600.
- 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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		Page 1 of 2 Customer Service 1-800-955-7070 www.capitalone.com	Jan. 29 - Feb. 28, 2013 31 Days in Billing Cycle						
Platinum MasterCard XXXX-XXXX-XXXX-5542		MINIMUM PAYMENT \$192.24 DUE DATE Mar 25, 2013							
NEW BALANCE \$4,420.40		PLEASE PAY AT LEAST THIS AMOUNT							
Credit Limit: \$20,000.00		Cash Advance Credit Limit: \$10,000.00							
Available Credit: \$15,579.60		Available Credit for Cash Advances: \$10,000.00							
MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example: <table border="1"> <thead> <tr> <th>Payment Amount Each Period If No Additional Charges Are Made</th> <th>Approximate Time to Pay Off Statement Balance</th> <th>Estimated Total Cost</th> </tr> </thead> <tbody> <tr> <td>Minimum Payment</td> <td>21 Years</td> <td>\$8,740</td> </tr> </tbody> </table> If you would like information about credit counseling services, call 1-888-325-8055.				Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost	Minimum Payment	21 Years	\$8,740
Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost							
Minimum Payment	21 Years	\$8,740							
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.49%.									
Previous Balance \$4,304.44	Payments and Credits - 80.00	Fees and Interest Charged + 36.96	Transactions + 0.00						
			New Balance \$4,420.40						

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.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #5542

FEES		
1 25 FEB PAST DUE FEE		\$35.00
Total Fees This Period		\$35.00
INTEREST CHARGED		
INTEREST CHARGE: PURCHASES		\$0.96
Total Interest This Period		\$0.96
TOTALS YEAR TO DATE		
Total Fees This Year		\$60.00
Total Interest This Year		\$1.60

Transactions continue on page 2

Help is Available.
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$81.17	\$0.96
Cash Advances	24.90% P	\$0.00	\$0.00
Special Trans	0.00%	\$4,308.22	\$0.00

P, L, D, F = Variable Rate. See reverse of page 1 for details.

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

1 5178058415145542 28 4420400002760192243



Account Number: 5178-0584-1514-5542

Due Date	New Balance	Minimum Payment	Amount Enclosed
Mar 25, 2013	\$4,420.40	\$192.24	.

PLEASE PAY AT LEAST THIS AMOUNT

MARGARET MURR
17644 N MAJESTIC VISTA CT
SURPRISE, AZ 85387-7588

**Take advantage. Take control.**

Manage your account online
at www.capitalone.com

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.
P.O. Box 40599
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

001
28

How can I Avoid Paying Interest Charges? Each month you pay your "new balance" in full, you will have a maximum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, provided interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

How is the Interest Charge applied? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) last calendar day of the billing period, whichever charge accrues on every unpaid amount until it is paid in full. This means you may have interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

Do you assess a Minimum Interest Charge? Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance including new transactions. Under this method, we first calculate your daily balance for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) add any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full for a full month or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a non-recurring interest charge, this calculation may vary from the interest charge actually assessed.

How can my Variable Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following reported indices (published in The Wall Street Journal). To find which index is used for your account, look for a letter code on the front of this statement next to your APR. Then check the table below.

Code next to your APR	How do we calculate your APR?	When your APR will change
P	Prime Rate + margin	The first day of the billing periods that end in Jan., Apr., July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each monthly billing period.
F	1 month LIBOR + margin	

Are there Additional Fees associated with my account? Yes, under certain circumstances, you may be assessed a Late or Returned Payment fee. You may also be assessed Overdraft fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership fee by contacting Customer Service no more than 60 days after the last day in the billing cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, contact Customer Service anytime to request that we close your account, and we will stop assessing your monthly membership fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account. At that time, we'll explain any additional steps to account closure, including balance pay down instructions and timelines. Please note that if you use your credit card or charges paid to your account after you ask us to close it, we can keep your account open.

What happens if my Account is Suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I Make Payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- 1) Online by going to www.capitalone.com and logging into your account;
- 2) Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment;
- 3) Calling our toll-free number 1-800-955-7070 and providing your information to our representatives;
- 4) Payments by mail should be sent to the mailing address provided on the bottom portion of this statement.

When will you Credit My Payment?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. ET. For mailed payments, as of the business day we receive it, as long as 1) you send the bottom portion of the statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5 a.m. local time. Please allow at least 7 business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks as an Electronic Funds Transfer? Payments will be processed in one of two ways. Often you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for Bankruptcy? If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the bankruptcy court. If you or your attorney would like to contact our bankruptcy claims reviewer directly, please contact: Capital One - P.O. Box 30285 - Salt Lake City, UT 84130-0285.

BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:

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

In your letter, give us the following information:

Account information: Your name and account number.

Online account: The dollar amount of the suspected error.

Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential error in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit line.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error or agree on your next statement or the reasons why before the bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to resolve the problem with the merchant, you may have the right out to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that associates your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the claims above are met and you are still dissatisfied with the purchase, contact us in writing at:

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

While we investigate, the same rules apply to the disputed amount as described above. After we finish our investigation, we will tell you our decision. At that point, if we owe you one or more of amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at www.capitalone.com
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ETC ON
11/30/11

Changing Address?

Address.....

Home Phone.....

Alternate Phone.....

E-mail
Address.....

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



Not quite ready to make payments online?
No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: www.capitalone.com



Capital One		Page 2 of 2 Customer Service 1-800-655-7878 www.capitalone.com	Jan. 29 - Feb. 28, 2013 31 Days in Billing Cycle
Platinum MasterCard		XXXX-XXXX-XXXX-6542	
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$4,420.40	\$192.24	Mar 25, 2013	
		Credit Limit:	\$20,000.00
		Available Credit:	\$15,579.60
		Cash Advance Credit Limit:	\$10,000.00
		Available Credit for Cash Advances:	\$10,000.00
Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions
\$4,384.44	\$0.00	\$35.98	\$0.00
			New Balance
			\$4,420.40

TRANSACTIONS CONTINUED

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 J



500012

IT'S STILL NOT TOO LATE.

MARGARET MURR

YOU'RE BEHIND BY
5
PAYMENTS

Your account is unusable. Please pay the amount due on your statement by the due date. 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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		Page 1 of 2 Customer Service 1-800-955-7070 www.capitalone.com	Apr. 29 - May. 28, 2013 30 Days In Billing Cycle
Platinum MasterCard NEW BALANCE \$4,530.66	MINIMUM PAYMENT \$435.24	DUE DATE Jun 25, 2013	10000-XXXX-XXXX-5542 PLEASE PAY AT LEAST THIS AMOUNT
Credit Limit: \$20,000.00 Available Credit: \$15,469.34	Cash Advance Credit Limit: \$10,000.00 Available Credit for Cash Advances: \$10,000.00		

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$4,493.48	\$0.00	\$37.18	\$0.00	\$4,530.66

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	21 Years	\$8,845

If you would like information about credit counseling services, call 1-888-325-0255.

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

You're behind 5 payments. Call us at 1.800.955.6600 to discuss your options.

Renewal Notice - Both sides of this page provide important information about your rate(s) and how your interest charge is calculated.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #5542

FEES

1	25 MAY	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00

INTEREST CHARGED

INTEREST CHARGE-PURCHASES			\$2.18
Total Interest This Period			\$2.18

TOTALS YEAR TO DATE

Total Fees This Year			\$165.00
Total Interest This Year			\$6.86

Transactions continue on page 2

Help is Available.
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$190.95	\$2.18
Cash Advances	24.90% P	\$0.00	\$0.00
Special Trans	0.00%	\$4,308.22	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

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

1 5178058415145542 28 4530660002780435246



Account Number: 5178-0584-1514-5542

Due Date	New Balance	Minimum Payment	Amount Enclosed
Jun 25, 2013	\$4,530.66	\$435.24	.

PLEASE PAY AT LEAST THIS AMOUNT

MARGARET MURR
19644 N NAJESTIC VISTA CT
SURPRISE, AZ 85387-7586



Take advantage. Take control.

Manage your account online at www.capitalone.com

- Make payments
- Review account information
- Manage your account in privacy



400005

Capital One Bank (USA), N.A.
P.O. Box 40511
City of Industry, CA 91716-0511



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

811
28

How can I Avoid Paying Interest Charges? Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, provided interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

How is the Interest Charge applied? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period, interest charges accrue on every unpaid amount until it is paid in full. The more you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

Do you assess a Minimum Interest Charge? Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (excluding new transactions). Under this method, we first calculate your daily balance for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full for if your balance was zero or a small amount, new transactions which post to your purchase or special purchase segments are not added to the daily balance. Also, transactions that are subject to a grace period are not added to the daily balance.

Next, to find your Average Daily Balance, 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR) divided by 365 for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a computer interest charge, this calculation may vary from the interest charge actually assessed.

How can my Variable Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following reported indices (reported in The Wall Street Journal). To find which index is used for your account, look for a letter code on the front of this statement next to your APR(s). Then check the table below.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin (periodically disclosed to you)	When your APR(s) will change
P L	Prime Rate + margin 3 month USCR + margin	The first day of the billing periods that end in Jan., April, July, and Oct.
D F	Prime Rate + margin 1 month USCR + margin	The first day of each monthly billing period

Are there Additional Fees associated with my account? Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed Overdraft fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership fee by contacting Customer Service no more than 45 days after the last day of the billing cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, contact Customer Service anytime to request that we close your account, and we will stop assessing your monthly membership fee.

How do I Close My Account? You can contact Customer Service anytime to request that we close your account. At that time, we'll require any additional steps to account closure, including balance pay down information and timelines. Please note that if you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

What happens if my Account is Suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must: 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I Make Payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- 1) Online by going to www.capitalone.com and logging onto your account.
- 2) Telephone Your Response System by dialing 1-800-255-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment.
- 3) Calling our telephone number 1-800-255-7070 and providing your information to our representative.
- 4) Payments by mail should be sent to the mailing address provided on the bottom portion of this statement.

When will you Credit My Payments?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. ET. For mailed payments, as of the business day we receive it, as long as: 1) you send the bottom portion of the statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5 p.m. local time. Please allow at least 7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks as an Electronic Funds Transfer? Payments will be processed in one of two ways. When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for Bankruptcy? If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assert or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claim services directly, please contact Capital One • PO Box 10285 • Salt Lake City, UT 84110-0285

BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)

What to do if You Think You Read a Mistake On Your Statement: If you think there is an error on your statement, write to us at:

Capital One
P.O. Box 10285
Salt Lake City, UT 84110-0285

to your letter, give us the following information:

- **Account information:** Your name and account number.
- **Discrepancy:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors immediately. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you immediately within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following are true:

• We cannot try to collect the amount in question or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit line.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error or that we appear on your next statement or the reasons we believe the bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ACH or with a check that exceeds your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at disputes@capitalone.com.

Capital One
P.O. Box 10285
Salt Lake City, UT 84110-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After our final investigation, we will let you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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FTC-08
1/2011

Changing Address?

Address

Home Phone

Alternate Phone

E-mail
Address

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



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: www.capitalone.com



		Page 2 of 2 Customer Service 1-800-635-7070 www.capitalone.com	Apr. 29 - May. 28, 2013 30 Days in Billing Cycle
Platinum MasterCard NEW BALANCE \$4,530.66 MINIMUM PAYMENT \$435.24 DUE DATE Jun 25, 2013		Credit Limit: \$20,000.00 Available Credit: \$15,469.34 Cash Advance Credit Limit: \$10,000.00 Available Credit for Cash Advances: \$10,000.00	
Previous Balance \$4,493.48	- Payments and Credits \$0.00	+ Fees and Interest Charged \$37.18	+ Transactions \$0.00
			= New Balance \$4,530.66

TRANSACTIONS CONTINUED

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 K



500781

You have new payment opportunities available.

See the next page for more information.



Page 1 of 2
Customer Service 1-800-258-9319
www.capitalone.com/solutions

Jun. 29 - Jul. 28, 2013 30 Days in Billing Cycle

Platinum MasterCard		5178-0584-1514-5542
NEW BALANCE	PAYMENT DUE	DUE DATE
\$4,535.89	\$4,535.89	PAST DUE
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$4,533.30	\$0.00	\$2.59	\$0.00	\$4,535.89

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR MARGARET MURR #5542

FEES	Total Fees This Period	\$0.00
INTEREST CHARGED		
INTEREST CHARGE-PURCHASES		\$2.59
	Total Interest This Period	\$2.59
TOTALS YEAR TO DATE		
	Total Fees This Year	\$185.00
	Total Interest This Year	\$12.09

Help is Available.
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	13.90% P	\$226.32	\$2.59
Cash Advances	24.90% P	\$0.00	\$0.00
SpecialTrans	0.00%	\$4,308.27	\$0.00

P.L.O.F. = Variable Rate. See reverse of page 1 for details

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

1 5178058415145542 28 4535890002764535897



Account Number: 5178-0584-1514-5542

Due Date

New Balance

Amount Enclosed

Past Due

\$4,535.89

Manage your account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

MARGARET MURR
17644 N MAJESTIC VISTA CT
SURPRISE, AZ 85387-7586

AA39
125416



Capital One Bank (USA), N.A.
P.O. Box 40599
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope

How can I avoid finance charges? Each month you pay your "New Balance" in full, you will have a maximum grace period of 25 days with no interest charge on all new (1) purchases, (2) balance transfers, (3) special purchases and (4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, finance charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

How is the interest charge applied? Interest charges accrue from the (1) date of the transaction, (2) date the transaction is processed or (3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to add extra interest charges at any time.

Do you assess a late fee? Yes. A minimum late fee of \$25.00 will be assessed for each billing period your account is subject to an interest charge.

How do you calculate the interest charge? We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance for each segment, (1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then (2) add any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full for a credit amount, new transactions which post to your purchases or special purchase responses are not added to the daily balance. Also, transactions that are subject to a grace period are not added to the daily balance.

Next, to find your Average Daily Balance: (1) add the daily balances together for each segment, and (2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your interest charge as follows: (1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and (2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, the calculation may vary from the interest charge actually assessed.

Is the "Previous Due" a "Payoff Amount"? No. All stated accounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

How can my Variable Annual Percentage Rate (APR) change? Your APR may increase or decrease based on one of the following: (1) a change in the Prime Rate, as reported in The Wall Street Journal, or (2) a change in your credit rating. For a full table on the back of this statement visit our website. Then check the table below:

Code next to your APR	How do we calculate your APR?	When your APR will change
P	Prime Rate + margin	The first day of the billing periods that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each monthly billing period.
F	3 month LIBOR + margin	

Are there Additional Fees associated with my account? Yes, under certain circumstances, you may be assessed a late or returned payment fee. You may also be assessed Overdraft fees if provided by law. You will also be required to pay all of our actual collection expenses, attorney's fees and court costs when the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without making any right to assess a fee for late fees.

What happens if my account is suspended? We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must (1) stop using your credit card and account, (2) cancel all automatic payments, (3) destroy all credit cards and access devices, and (4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

How do I make payments? At any time, you may pay the minimum payment, the total unpaid balance, or any amount in between. Payments may be made in several ways:

- Online by going to www.capitalone.com and logging into your account.
- Telephone Voice Response System by dialing 1-800-955-7670 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to bill you on ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment.
- Calling our telephone number 1-800-955-7670 and providing your information to our representatives.
- Payments by mail should be sent to the mailing address provided on the bottom portion of the statement.

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When will you Credit My Payment?

For online or over the phone, as of the business day we receive it, as long as they are made by 5 p.m. E.T.

For mailed payments, as of the business day we receive it, as long as: (1) you send the bottom portion of the statement and your check in the enclosed envelope, and (2) your payment is received in one of our processing centers by 5 p.m. local time. Please allow at least (2) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

Do you Process Paper Checks or an Electronic Funds Transfer? Payments will be processed in one of two ways: When you provide a check or check information to make a payment, you authorize us to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

What if I file for bankruptcy? If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, obtain or recover a debt or claim. Do not send us payments without consulting with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims services directly, please contact Capital One - PO Box 30285 - Salt Lake City, UT 84130-0285.

BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)

What to Do if You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:

Capital One

P.O. Box 30285

Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dispute amount: The dollar amount of the disputed error.
- Explanation of dispute: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors **immediately**. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you **immediately** within 30 days of your receipt of your letter.

We will investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The change in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

We can apply any or all amount against your credit limit.

Within 90 days of our receipt of your letter, we will send you a written notice explaining when that we corrected the error (to appear on your next statement) or the reason we believe the bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried to good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- You must have used your credit card for the purchase. Purchases made with cash advances from an APL or cash a check that accounts your credit card account do not qualify; and
- You must not get your fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **immediately** at:

Capital One

P.O. Box 30285

Salt Lake City, UT 84130-0285

Under our investigation, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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

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EC-18
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Your account works differently now that it's 7 payments behind and has charged off.



Dear Valued Client,

You need to know about important changes to your account now that it has charged off.

You are still responsible for paying the full balance on your account.

If we continue to send you statements, you will receive them quarterly instead of monthly. We may continue to report the status of your account to the credit bureaus, unless prohibited by law. We will also report when your account is paid off.

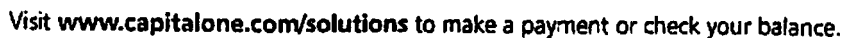
Help is available. The changes to your account include new payment opportunities that may not have been available before. Please review these important changes:

- 1) Your account is charged off. This is a change in status from past due. You are still responsible for paying your full balance.**
- 2) You won't be charged past due, over limit, or membership fees.**
- 3) You have new payment opportunities available to you now. For instance, we may be able to break your balance up into more manageable payments.**

Please contact us today at 1-800-258-9319 to find out more about these new opportunities. If a third-party agency is servicing your account, your call will be automatically routed to them. Remember, you can check your balance and make payments any time at www.capitalone.com/solutions.

Sincerely,
Your Solutions Team

Help is available.



