

IN THE COUNTY COURT FOR THE 18TH  
JUDICIAL CIRCUIT IN AND FOR BREVARD  
COUNTY, FLORIDA

CASE NUMBER:

CAPITAL ONE BANK (USA), N.A.

Plaintiff,

vs.

ROBERT W WHITE  
Defendant.

**COMPLAINT**

The Plaintiff sues the Defendant and alleges:

**COUNT I-OPEN ACCOUNT**

1. This is an action for damages which do not exceed \$5,000.00.
  2. The Defendant made purchases of various and diverse consumer goods and/or effected cash advances through the use of his credit account obtained from the Plaintiff on account number XXXXXXXXXXXX [REDACTED]
  3. Defendant has failed to pay the balance due on the account.
  4. Defendant(s) owe(s) the Plaintiff \$3863.27 that is due with interest according to the attached account (Exhibit A).
- WHEREFORE, Plaintiff demands judgment against the Defendant(s) for damages of \$3863.27 and any further relief this court deems just and proper.

**COUNT II-ACCOUNT STATED**

5. Plaintiff repeats and realleges the allegations of paragraph 1 and 2 as if fully set forth herein.
  6. Before the institution of this action Plaintiff and Defendant had business transactions between them and they agreed to the resulting balance.
  7. Plaintiff rendered a statement of account to Defendant and Defendant did not object to the statement.
  8. Defendant(s) owe(s) the Plaintiff \$3863.27 that is due with interest according to the attached account (Exhibit A).
- WHEREFORE, Plaintiff demands judgment against the Defendant(s) for damages of \$3863.27 and any further relief this court deems just and proper.



Flynn LaVrar, Esquire  
Fla Bar No: 91596  
ZAKHEIM & LAVRAR, P.A.  
ATTORNEYS FOR PLAINTIFF  
SECOND FLOOR  
1133 SOUTH UNIVERSITY DRIVE  
PLANTATION, FLORIDA 33324  
954-735-4455 (phone) or 800-531-5490 (toll free)  
e-serve@zakheimlaw.com



# 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](http://www.capitalone.com/solutions)

Dec. 05 - Jan. 04, 2013 31 Days in Billing Cycle

<b>Visa Platinum</b>		
<b>NEW BALANCE</b>	<b>PAYMENT DUE</b>	<b>DUE DATE</b>
\$3,863.27	\$3,863.27	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.

<b>Previous Balance</b>	<b>Payments and Credits</b>	<b>Fees and Interest Charged</b>	<b>Transactions</b>	<b>New Balance</b>
\$3,789.75	\$0.00	\$73.52	\$0.00	\$3,863.27

**TRANSACTIONS**

PAYMENTS, CREDITS & ADJUSTMENTS FOR ROBERT W WHITE #2575

<b>FEES</b>			
1	02 JAN	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
<b>INTEREST CHARGED</b>			
INTEREST CHARGE: PURCHASES			\$38.52
Total Interest This Period			\$38.52
<b>TOTALS YEAR TO DATE</b>			
Total Fees This Year			\$35.00
Total Interest This Year			\$38.52

**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	11.90% P	\$3,811.73	\$38.52
Cash Advances	18.90% P	\$0.00	\$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/SOLUTIONS](http://WWW.CAPITALONE.COM/SOLUTIONS) TO MAKE YOUR PAYMENT ONLINE.



<b>Due Date</b>	<b>New Balance</b>
Past Due	\$3,863.27

<b>Amount Enclosed</b>
-2575
.

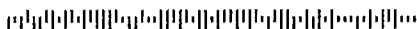
**Manage your account online.**



Visit [www.capitalone.com/solutions](http://www.capitalone.com/solutions) to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

ROBERT W WHITE  
 512 SOUTHERN HILLS CT  
 MELBOURNE, FL 32940-1919



Capital One Bank (USA), N.A.  
 P.O. Box 71083  
 Charlotte, NC 28272-1083



**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, 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.

**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 did 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 (or 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 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 minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Is the "Payment Due" a Payoff Amount?** No. All stated amounts 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 separate 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 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 (previously disclosed to you)	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	
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 Overlimit fees if permitted by law. You will also be required to pay all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**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](http://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 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 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 this 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, 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 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.

- **Dollar Amount:** 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 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 limit.

Within 30 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 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 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 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](http://www.capitalone.com)

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## You have new payment opportunities available.

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

Sincerely,  
Your Solutions Team

## Help is available.



Call **1-800-258-9319** today for more opportunities.



Visit [www.capitalone.com/solutions](http://www.capitalone.com/solutions) to make a payment or check your balance.