

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

KENNETH SPINELLI, et al.,

Plaintiffs,

v.

CAPITAL ONE BANK and CAPITAL ONE
SERVICES, INC.,

Defendants.

Case No. 8:08-cv-132-T-33EAJ

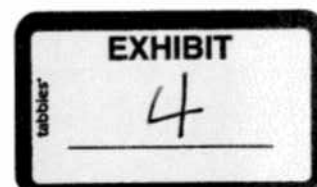
DECLARATION OF KATHY KAUFFMAN COLLIER

1. I am Vice President, Business Analysis in U.S. Card at Capital One Services, LLC, an entity that provides certain servicing operations to Capital One Bank (USA), N.A. ("Capital One"). I have personal knowledge of the matters stated herein and, if called to testify, could and would testify to the following facts.

2. In my capacity as Vice President, Business Analysis in U.S. Card, I have (and have had) responsibilities relating to administering a program to remediate certain credit card customers who are or were enrolled in Payment Protection. Of the card holders whom Capital One remediated, different card holders received different types of remediation, depending on their circumstances. For example, card holders who submitted forms to activate benefits, but were denied benefits solely on employment eligibility criteria, were compensated the full amount of the benefits that they sought. In some cases, this included amounts that Capital One had assessed as late fees and overlimit fees. As another example, Capital One compensated, in the full amount of their Payment Protection charges, anyone who had cancelled Payment Protection within 60 days of enrollment. As another example, Capital One compensated, in the full amount of their Payment Protection charges, anyone who had cancelled Payment Protection within six

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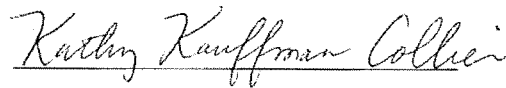
months of enrollment and who also asserted that he or she had not signed up for Payment Protection. As a further example, Capital One compensated, in the full amount of their Payment Protection charges, anyone who sought to activate benefits, but was denied benefits solely for the reason that the event occurred before the card holder enrolled in Payment Protection.

3. The card holders who purchased Payment Protection and who received remediation compensation were card holders who sought to activate benefits or to cancel (as the case may be) between January 1, 2004 and April 9, 2010.

4. Capital One compensated card holders who purchased Payment Protection and were a part of the remediation program as follows. Capital One sent checks to card holders who closed their accounts in good standing. Capital One credited the accounts of card holders who had open accounts. Capital One gave credits to card holders whose accounts charged off with amounts owing to Capital One.

5. The total value of the remediation for Capital One card holders who had purchased Payment Protection was in excess of \$45 million.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 15, 2010, at Richmond, Virginia.



Kathy Kauffman Collier

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