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By: *[Signature]* Deputy Clerk

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

COMPUCREDIT CORPORATION  
and JEFFERSON CAPITAL  
SYSTEMS, LLC,

Defendants.

**BBM**

Civil No.  
**1:08-CV-1976**

**COMPLAINT FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), by its undersigned attorneys, alleges as follows:

1 This is an action under Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) and 53(b); and Sections 806-807 and 814 of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §§ 1692d-1692e and 1692f. Through this action, the Commission requests permanent injunctive relief and other equitable relief, including rescission and reformation of

contracts, restitution, and disgorgement, against CompuCredit Corporation and Jefferson Capital Systems, LLC (“Defendants”), for engaging in unfair or deceptive acts or practices in violation of Section 5(a) of the FTC Act, as amended, and for engaging in acts or practices in violation of the FDCPA, 15 U.S.C. §§ 1692-1692p, as amended.

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. §§ 45(a), 53(b) and 1692i, and 28 U.S.C. §§ 1331, 1337(a) and 1345.

3. Venue is proper in the United States District Court for the Northern District of Georgia under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

### **PARTIES**

4. Plaintiff, the FTC, is an independent agency of the United States Government created and given statutory authority and responsibility by the FTC Act, as amended, 15 U.S.C. §§ 41-58. The Commission is charged, inter alia, with enforcing Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce, and with enforcing the FDCPA, 15 U.S.C. §§ 1692-1692p. The Commission is authorized by Section

13(b) of the FTC Act, 15 U.S.C. §§ 53(b), and Section 814 of the FDCPA, 15 U.S.C. § 1692l, to initiate federal district court proceedings through its own attorneys to enjoin violations of the FTC Act and the FDCPA, and to secure such equitable relief as may be appropriate in each case, including but not limited to, rescission and reformation of contracts, restitution, and disgorgement.

5. Defendant CompuCredit Corporation (“CompuCredit”) is a Georgia corporation that maintains its principal place of business in Atlanta, Georgia. CompuCredit transacts or has transacted business in the Northern District of Georgia.

6. Defendant Jefferson Capital Systems, LLC (“Jefferson Capital”) is a Georgia limited liability company that maintains its principal place of business in St. Cloud, Minnesota. Jefferson Capital is a wholly-owned subsidiary of CompuCredit that transacts or has transacted business in the Northern District of Georgia. Jefferson Capital is a “debt collector,” as defined in Section 803(6) of the FDCPA, 15 U.S.C. § 1692a(6).

7. Defendants CompuCredit and Jefferson Capital have acted as a common enterprise while engaging in deceptive acts and practices, and other

violations of law in connection with marketing Majestic Visa credit cards and the collection of defaulted Aspire credit card receivables

8. CompuCredit and Jefferson Capital are incorporated at the same address and at relevant times have shared common officers, and CompuCredit has formulated, directed, controlled or had authority to control, or participate in the acts and practices of Jefferson Capital. CompuCredit and Jefferson Capital have marketed the Majestic Visa credit card and/or other financial products through a unified marketing program or programs that relied on the interrelationship between the companies. CompuCredit's Aspire Visa program, as well as other programs in which CompuCredit marketed high-fee credit cards, also depended on the interrelationship between CompuCredit and Jefferson Capital, with Jefferson Capital playing an integral role in collecting the charged-off receivables (often including assessed fees) that CompuCredit generated through its Aspire Visa cards. Because CompuCredit and Jefferson Capital have acted as a common enterprise, each of them is jointly and severally liable for the deceptive acts and practices and other law violations alleged below that they have undertaken as a common enterprise. The common enterprise transacts or has transacted business in the

Northern District of Georgia, and a substantial part of the events or omissions giving rise to the claims asserted herein have occurred in the Northern District of Georgia.

### **COMMERCE**

9. The acts and practices of Defendants alleged in this Complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

### **DEFENDANTS’ COURSE OF CONDUCT**

10. CompuCredit provides various consumer credit products and related financial services in the subprime credit market. These products and services include, but are not limited to, credit cards, stored value cards, payday lending, auto-financing, and debt collection. Jefferson Capital collects consumer debts it has purchased from creditors and other debt collectors and consumer debts owed to third parties.

11. CompuCredit’s credit card business consists principally of marketing, lending, servicing and debt collection activities. Through contractual arrangements with various banks, CompuCredit has marketed subprime credit cards to

consumers under multiple brand names, including but not limited to “Aspire,” “Aspire A Mas,” “FreedomCard,” “Tribute,” “Imagine,” “Majestic,” “Aspen,” “Emerge” and “Fingerhut Credit Advantage.” The banks with which CompuCredit has contracted to market these cards include but are not limited to Columbus Bank & Trust Company (“CB&T”), which has issued a significant number of CompuCredit’s subprime cards. The banks with which CompuCredit has contracted are supervised by various federal banking agencies, including but not limited to the Federal Deposit Insurance Corporation (“FDIC”), the Office of Thrift Supervision (“OTS”), and the Office of the Comptroller of the Currency (“OCC”).

12. Under one or more of these contracts, CompuCredit has had the sole and exclusive right to solicit applications for certain credit cards; has created, designed, and distributed the marketing materials; established the credit cards’ terms and conditions; developed the underwriting and credit criteria; administered the card programs; maintained customer service functions; and purchased all account receivables (except for a one-time sum that has been retained by the bank, *e.g.*, in the case of CB&T, \$1 million), including fees, finance charges and principal balances on purchases and cash advances. CompuCredit has assumed the

costs and risks for administering the credit card programs, and has represented and warranted to the banks, and has assumed contractual responsibility for ensuring, that all solicitation materials and the terms and conditions for its credit cards comply with all applicable laws.

13. The banks with which CompuCredit has contracted have been the issuers of the credit cards and have had authority to review and approve the credit cards' terms and conditions, underwriting and credit criteria, and solicitation materials. As the issuing banks, they have initially owned the account receivables, but on a daily basis, have transferred to CompuCredit 100% of the account receivables (except for a one-time sum that has been retained by the bank, *e g* , in the case of CB&T, \$1 million).

### **Overview**

14. Since at least 2001, CompuCredit has marketed general purpose Visa credit cards to English-speaking and Spanish-speaking consumers across the country under several brand names under agreements with one or more banks

15. In numerous instances, as discussed below, CompuCredit misrepresented the credit limits on its credit cards, failed to disclose the up-front fees charged for some of its credit cards, and failed to disclose how certain

transactions could adversely affect the available credit on the credit cards. With regard to one of its programs, CompuCredit and Jefferson Capital misrepresented that consumers would receive immediately a credit card if they agreed to transfer an existing debt to the credit card.

16. The “Aspire” Visa and “Majestic” Visa programs, issued by CB&T, and their solicitations, discussed below, are typical and illustrative of CompuCredit’s business practices.

17. The Aspire brand comprises two or more product lines, including what CompuCredit internally has named “Little Rock” accounts and “Core” accounts. CompuCredit markets “Little Rock” accounts to consumers with credit ratings on the lower end of the subprime spectrum. CompuCredit markets “Core” accounts to consumers with credit ratings that generally are below prime, but which are higher than those of consumers who are offered the Little Rock card.

18. CompuCredit markets its “Majestic” Visa product to consumers with unpaid debt that has been charged-off by a prior creditor.



## **Marketing the Aspire Little Rock Visa Program**

19. Since approximately 2001, CompuCredit has marketed its Aspire Little Rock Visa cards through numerous direct-mail solicitations, inbound and outbound telemarketing, and on the Internet, including at [www.aspireyes.com](http://www.aspireyes.com).

20. As described below, CompuCredit's written solicitations for the Aspire Little Rock Visa Card misled consumers into believing that they would receive a Visa credit card with \$300 in available credit. In addition, CompuCredit failed to disclose adequately significant up-front fees it charged consumers. In fact, CompuCredit assessed approximately \$185 in up-front fees and reduced the available credit to \$115. CompuCredit's ultimate disclosure of the fees in its accompanying Summary of Terms did not cure the deception.

21. CompuCredit has originated more than two million Aspire Little Rock Visa card accounts for consumers who responded to these solicitations, assessing approximately \$185 in up-front fees at origination. More than 1.1 million consumers activated their accounts.

### **Direct Mail Solicitations**

22. In numerous instances, CompuCredit has sent direct mail solicitations to consumers nationwide representing that consumers who received the solicitation had been “Pre-Qualified” for an unsecured Visa credit card with no deposit required, no deposit fee, and/or no application fee.

23. In a typical and illustrative direct mail solicitation package, CompuCredit has included a one-page cover letter; a one-page document entitled “Visa Pre-Qualified Acceptance Certificate”; a folded insert entitled “Introducing: the Aspire Visa Card,” which is a different size and on a different color paper; and a double-sided document with one side entitled “Summary of Credit Terms” and the other side entitled “Terms of Offer.” CompuCredit has arranged these materials in such a way that, as they are removed from the envelope, the cover letter faces outward in one direction and the “Visa Pre-Qualified Acceptance Certificate” (which includes the consumer’s mailing address that appears in the envelope’s address window) faces outward in the other direction, with the remaining materials sandwiched between them.

24. On a typical and illustrative direct mail solicitation envelope, CompuCredit has represented, in bold text, set aside from other text, and in a font larger than much of the text of the contents of the envelope:

**We think you deserve more credit!**

(Emphasis in original). In addition, CompuCredit has represented on the envelope, in bold text, set aside from other text, and in a font larger than much of the text of the contents of the envelope:

- ▶ **You're Pre-Qualified!**
- ▶ **No Deposit Required**

*See, e.g., Attachment A* [Aspire Little Rock Visa direct mail solicitation with August 4, 2004 return date].

25. In a typical and illustrative direct mail solicitation package, CompuCredit also has represented, in the cover letter, at the top of the page, set aside from other text, and in bold:

- You're Pre-Qualified**
- **Unsecured Visa card**
  - **Credit line increase within 6 months when you make your payments on time\*\***
  - **No deposit required**
  - **Rebuild your credit†**

After the heading described above, CompuCredit further states, “You have been **PRE-QUALIFIED\*** for the Aspire Visa card with a credit limit of \$300\* . . . . And unlike a secured credit card, your Aspire Visa **does not require a deposit.**” (Emphasis in original.) At the bottom of the page, in a smaller font than the representations described above and the main text of the letter, CompuCredit has included several disclaimers, including a disclaimer after the “\*” symbol instructing consumers to “[s]ee the enclosed insert which is incorporated here by reference, for a Summary of Credit Terms and Terms of Offer. This offer is subject to further review of financial information. Your available credit line may be reduced by certain fees that will be billed directly to your account, including an annual fee, an account opening fee, and an account maintenance fee, as described in the Summary of Credit Terms.” The disclaimers after the “\*\*” and “†” symbols explain, respectively, that consumers who make four minimum monthly payments on time and remain in good standing will receive a credit line increase and that CompuCredit will report the consumer’s account balance to the three major credit bureaus. CompuCredit makes no other mention of fees in this typical and illustrative cover letter. *See, e.g., Attachment A*

26. In a typical and illustrative direct mail solicitation package, CompuCredit also has represented, in the one-page document entitled “Visa Pre-Qualified Acceptance Certificate,” in bold text, set aside from other text, and in a font larger than the other text:

**No Deposit Fee  
No Application Fee  
Pre-Qualified**

CompuCredit makes no other mention of fees in this typical and illustrative document entitled “Visa Pre-Qualified Acceptance Certificate.” *See, e.g.,*

*Attachment A*

27. In a typical and illustrative direct mail solicitation package, CompuCredit also has represented, in the insert, in bold text, set aside from other text:

**Benefits**

**No deposit required  
Regular account review for credit line increases  
Acceptance at over 25 million locations worldwide**

and at the bottom of the page, set aside from other text, in bold:

**You’re Pre-Qualified!**

CompuCredit makes no mention of fees in this typical and illustrative insert. *See, e.g., Attachment A.*

28. The “Summary of Credit Terms” included in a typical and illustrative direct mail solicitation package has included a “Schumer box” which reflected, in a small font, and printed among other information, an “Annual Fee” (typically \$150), an “Account Opening Fee” (typically \$29), and a “Monthly Maintenance Fee” (typically \$6.50 or \$7.50). This information has not been as clear or prominent as, or in any proximity to, CompuCredit’s representations set forth above about the fees that did not apply. *See, e.g., Attachment A.*

29. As a result, CompuCredit did not inform many consumers about applicable fees, nor did they explain that the consumers’ \$300 credit limit would be reduced by these fees, resulting in an available credit limit of approximately \$115.

30. In a typical and illustrative direct mail solicitation, CompuCredit has instructed consumers who are interested in requesting an Aspire Visa card to complete and return the “Acceptance Certificate,” or for faster processing, to call a toll-free telephone number or visit CompuCredit at [www.aspireeyes.com](http://www.aspireeyes.com). *See, e.g., Attachment A*

31. Although CompuCredit modified certain aspects of its solicitations over time, the modifications, discussed below, did not cure the misleading and/or deceptive claims.

32. For example, at or near the end of 2004, CompuCredit added a notation below the Schumer box that calculated the amount of available credit that would remain after CompuCredit deducted its fees. However, the footnote was printed in small, compact text; was placed below another footnote describing an unrelated issue (the consumer's "Pre-Qualified Status"); and was "dangling" *i.e.*, not linked to any text in the Schumer box. The modification did not substantially alter the solicitation and did not cure the misleading impression created by the rest of the solicitation that consumers would receive \$300 in available credit when they received the card. *See, e.g., Attachment B* [Aspire Little Rock Visa direct mail solicitation with March 3, 2005 return date].

33. At or near mid-2005, CompuCredit changed the footnotes on the cover letter so that only one larger footnote appeared, referring consumers to the reverse side of the letter for "important information," including "fee and credit limit details." The reverse side of the cover letter, however, did not provide the promised details, but referred consumers to the "Summary of Credit Terms."

These modifications did not inform many consumers about the applicable fees and that the credit limit would be reduced by these fees in a manner that consumers could understand or notice. *See, e.g., Attachment C* [Aspire Little Rock Visa direct mail solicitation with June 22, 2005 return date].

34. At or near the beginning of 2006, CompuCredit eliminated all reference to “fee and credit limit details” from the front of the cover letter, and changed the reverse side of the cover letter to state that consumers’ credit lines “will” be reduced by certain fees. These modifications did not inform many consumers about applicable fees in a manner that consumers could understand or notice. *See, e.g., Attachment D* [Aspire Little Rock Visa direct mail solicitation with April 25, 2006 return date].

### **Telemarketing**

35. For those consumers who have called the toll-free number to apply for a Little Rock card, in numerous instances, telemarketers following CompuCredit-provided scripts have not disclosed the fees that are applicable unless asked. Instead, CompuCredit telemarketers following the scripts have told consumers they were required to “send your \$20 first payment in order to use your card.”



36. In some instances, even if consumers have requested that a phone agent verify the terms and conditions of the card, agents responded by providing a lengthy explanation of the APR, including how the APR is calculated based on the prime rate, where in the Wall Street Journal the prime rate is published and on what day, as well as the mechanics of calculating increases in the APR based on the prime rate in the event of serious delinquency.

#### **Internet**

37. In numerous instances, consumers who have applied for the Little Rock Visa card online have been required to navigate through eight screens, provide sensitive personal information, and actually apply for the card, without ever being informed of the fees. Only after completing these steps have the fees been disclosed on a screen that asks consumers to accept the card offer.

#### **Card Fulfillment Materials**

38. In numerous instances, after consumers have completed the application process and have been approved for a Little Rock Visa card, CompuCredit has mailed them a fulfillment package including a credit card that has not been activated; a card carrier page with a perforated payment coupon at the

bottom; a return-payment envelope; and a copy of the Bank Credit Card Agreement.

39. In a typical and illustrative fulfillment package, CompuCredit has represented, on the top half of the card carrier page, in boldfaced print:

**Your New Aspire Visa Gold Card Has Arrived.....**

**To Begin Using it.....**

- 1. Make your \$20 initial payment\* . . .**
- 2. Allow 7-10 days for payment processing.**
- 3. Call to verify receipt of your card. . . .**
- 4. Your card is now fully activated and is ready to be used.**

Separate from these representations, the card carrier states, “**Activate Your Card Today!**” Below these representations is a perforation line and an instruction to detach and return the lower part with the initial payment. Although the card carrier instructs consumers to “**Make your \$20 initial payment\***,” there is nothing on the front of the card carrier page explaining what the asterisk means. The front of the card carrier page does state, in small type just above the perforation line, “See Summary of Terms and any additional disclosures on the back.” The reverse side of the card carrier page reflects, in a small font, in a box with other information, an “Annual Fee” (typically \$150), an “Account Opening Fee” (typically \$29), and a

“Monthly Maintenance Fee” (typically \$6.50 or \$7.50). This information has not been as clear or prominent as, or in any proximity to, CompuCredit’s representations set forth above. *See, e.g., Attachment E* [Aspire Little Rock Visa credit card carrier].

40. In numerous instances, consumers who received this typical and illustrative card carrier were led to believe that they were obligated to make only a \$20 payment, not \$185 in up-front fees, for the card.

#### **Marketing the Aspire Core Visa Program**

41. Since at least 2001, CompuCredit has marketed Aspire Core Visa cards through numerous direct-mail solicitations, inbound telemarketing, and on the Internet, including at [www.aspireeyes.com](http://www.aspireeyes.com).

42. As described below, CompuCredit’s written solicitations for the Aspire Core Visa card mislead consumers into believing that they would receive credit cards with available credit up to a certain amount and that the card could be used for any purpose, including cash advances. In fact, CompuCredit withheld half of the available credit until the fourth month after card activation. Further, CompuCredit used a behavior scoring model to review cardholders’ use of the card and it reduced cardholders’ credit limits if the cardholders used their cards for

certain purposes, including one of the touted benefits of the card, obtaining cash advances.

43. CompuCredit has originated more than four million Aspire Core Visa credit card accounts for consumers who responded to these solicitations.

#### **Direct Mail Solicitations**

44. Since at least 1997, CompuCredit has sent to consumers nationwide Core Visa card direct mail solicitations representing that consumers were “Pre-Qualified” to receive an Aspire Visa card.

45. In a typical and illustrative Aspire Core Visa card direct mail solicitation package sent to consumers from at least 2001 through at least early 2005, CompuCredit included a double-sided cover letter, a one-page document entitled “Visa Gold Pre-Qualified Acceptance Certificate,” and a double-sided document with one side entitled “Summary of Credit Terms” and the other side entitled “Terms of Offer.” CompuCredit has arranged these materials in such a way that, as they are removed from the envelope, the cover letter faces outward in one direction and the “Visa Pre-Qualified Acceptance Certificate” (which includes the consumer’s mailing address that appears in the envelope’s address window) faces outward in the other direction, with the remaining materials sandwiched

between them. *See, e.g., Attachment F* [Aspire Core Visa direct mail solicitation with April 18, 2005 return date].

46. On a typical and illustrative Core Visa card direct mail solicitation envelope sent to consumers through at least early 2005, CompuCredit represented, in bold text, set aside from other text, and in a font larger than much of the text of the contents of the envelope:

**No Annual Fee      No Application Fee**  
Credit line up to:  
**\$3,250**

*See, e.g., Attachment F*

47. In a typical and illustrative Core Visa card direct mail solicitation cover letter sent to consumers through at least early 2005, CompuCredit also represented, on the front side of the letter:

**YOU** have earned a new Aspire Visa Gold card. It can be used at millions of places around the world, and it costs you nothing to send for your card.

- **No deposit fee\***
- **No application fee**
- **Great credit line!**

Use your new credit card to buy the things you want right away, or to get money from most cash machines.

At the bottom of the page, in a smaller font than the representations described above and the main text of the letter, CompuCredit has included several disclaimers, including a disclaimer after the “\*” symbol instructing consumers to “[s]ee the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and Terms of Offer. This offer is subject to further review of financial information.” The only other disclaimer on the page, in a small font, after the “†” symbol, explains that certain restrictions, limitations, and exclusions may apply to promised benefits such as auto rental insurance and extended warranty service. *See, e g , Attachment F.*

48. On the back side of the typical and illustrative Core Visa card direct mail solicitation cover letter sent to consumers through at least early 2005, CompuCredit also represented:

- ▶ Great Credit Line up to the total on the Acceptance Certificate. Plus, as long as you are an active customer in good standing, we will review your account for increases periodically.

At the bottom of the page, in a smaller font than the representations described above and the main text of the letter, CompuCredit has included disclaimers, including a disclaimer after the “\*” symbol instructing consumers to “[s]ee the enclosed insert which is incorporated here by a reference for a Summary of Credit

Terms and Terms of Offer. This offer is subject to further review of financial information.” The only other disclaimer on the page, in a small font, after the “†” symbol, states that certain restrictions, limitations, and exclusions may apply. *See, e.g., Attachment F*

49. In a typical and illustrative Core Visa card direct mail solicitation sent to consumers through at least early 2005, CompuCredit also represented, in the one-page document entitled “Visa Pre-Qualified Acceptance Certificate,” in bold text, set aside from other text, and in a font larger than the other text:

**No Annual Fee      No Application Fee**  
Credit line up to:  
**\$3,250**

There are no disclaimers on the Acceptance Certificate. *See, e.g., Attachment F*

50. None of the documents included in the typical and illustrative direct mail solicitation package sent to consumers through early 2005 disclosed that CompuCredit would permit consumers to use only half of the credit line they purportedly had been granted until the fourth month after card activation, or that CompuCredit might decrease the credit line based on how consumers used their cards.

51. In early 2005, CompuCredit revised its Core Visa card direct mail solicitation cover letter. In at least one revised typical and illustrative cover letter, CompuCredit represented, on the front side of the letter:

**YOU** have earned a new Aspire Visa Gold card. It can be used at millions of places around the world, and it costs you nothing to send for your card.

- **No deposit\***
- **No application fee**
- **Great credit line! \*\***

Use your new credit card to buy the things you want right away, or to get money from most cash machines.

At the bottom of the page, in a smaller font than the representations described above, CompuCredit included several disclaimers, including a disclaimer after the “\*\*” symbol instructing consumers to “[s]ee the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and Terms of Offer. This offer is subject to further review of financial information.”

CompuCredit added a disclaimer on the bottom of the page, in a small font, after the “\*\*” symbol, that “[f]ifty percent of your initial credit limit will be available to you as soon as your card is activated. Provided that your account had been used and maintained in a satisfactory manner, your entire initial credit line will be



available to you on the first day of the fourth month following your account opening date.” *See, e.g., Attachment G* [Aspire Core Visa direct mail solicitation with May 24, 2005 return date]

52. On the back side, CompuCredit also represented:

- ▶ No deposit – you do not have to send any money to get your Visa<sup>®</sup> Gold card.
- ▶ Great Credit Line\* – up to the total on the Acceptance Certificate. Plus, as long as you are an active customer in good standing, we will raise the amount as soon as we can.

At the bottom of the page, in a smaller font than the representations described above, CompuCredit has included several disclaimers, including a disclaimer after the “\*” symbol, that “[f]ifty percent of your initial credit limit will be available to you as soon as your card is activated. Provided that your account had been used and maintained in a satisfactory manner, your entire initial credit line will be available to you on the first day of the fourth month following your account opening date.” The “\*\*\*” symbol instructs consumers to “[s]ee the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and Terms of Offer. This offer is subject to further review of financial information.” *See, e.g., Attachment G.*

53. On the Terms of Offer page, CompuCredit represented in a banner at the top of the page, folded to form a cover for the entire insert:

No Annual Fee • Pre-Qualified • No Hassle

The body of the revised Terms of Offer page contained dense text printed in a small font. In the middle of the page, CompuCredit inserted a disclaimer that “[w]e reserve the right to change (to set, increase, decrease or remove) the credit limit for your account and/or for different types of account balances from time to time. Such changes may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, behavior scoring, your credit history with us or with other creditors and/or changes in this or other card programs or bank policy ” *See, e.g , Attachment G.*

54. Although at least one typical and illustrative cover letter revised in early 2005 included the disclaimer that CompuCredit could decrease the credit limit based on behavior scoring, the disclaimers were not made in a clear and prominent manner that consumers would understand or notice.

55. In a typical and illustrative Aspire Core Visa card direct mail solicitation, CompuCredit has instructed consumers who are interested in requesting an Aspire Visa card to complete and return the “Acceptance

Certificate,” or for faster processing, to call a toll-free telephone number or visit CompuCredit at [www.aspireeyes.com](http://www.aspireeyes.com).

56. For those consumers who called the toll-free number, CompuCredit has employed a telephone script that avoided disclosure of the fact that CompuCredit would permit consumers to use only half of the credit line they purportedly had been granted until the fourth month after card activation. Instead, CompuCredit’s phone agents have first collected all of the consumers’ application information, attempted to sell consumers various services that would be billed directly to the card, and provided a lengthy explanation of the APR, the grace period, the USA Patriot Act and the method of computing finance charges, before disclosing that the consumers would have access to only half of their credit line until the fourth month.

#### **Card Fulfillment Materials**

57. After consumers who have completed the Core Visa card application process have been approved, CompuCredit has mailed them a Visa card accompanied by a card carrier that sets forth, in bold print at the top of the page, the full amount of the credit limit CompuCredit purportedly has granted. The card carrier also has instructed consumers on how to activate the card, has set forth,

often in bold print, the benefits of using the card, and has represented in prominent text set apart from other text on the page, “It’s your credit use it whenever and wherever you want!” In numerous instances, however, the card carrier has not disclosed, or has disclosed inconspicuously in fine print, that CompuCredit would permit consumers to use only half of the credit line they purportedly had been granted until the fourth month after card activation. *See, e.g., Attachment H* [Aspire Core Visa card carrier].

58. In addition, in numerous instances, the fulfillment materials have represented, in boldface type on the front page, that the consumer would enjoy “**Instant Cash access**” as a primary “cardholder benefit[.]” after activating the card. *See, e.g., Attachment H.*

### **Marketing the Majestic Visa Program**

59 Since approximately 2004, CompuCredit has marketed Visa credit cards to consumers with unpaid debts that have been charged off by prior creditors, including debts that were no longer subject to suit under the applicable statute of limitations and debts that were no longer being reported by consumer reporting agencies because they were outside the seven-year limitation period set forth in Section 605 of the FCRA, 15 U.S.C. § 1681c.

60. The “Majestic” Visa program and its solicitations, discussed below, are typical and illustrative of CompuCredit’s business practices in this regard.

61. As described below, CompuCredit’s written solicitations for the Majestic Visa program mislead consumers who had prior unpaid debts into believing that they immediately would receive new credit cards with their prior unpaid debts transferred to the new cards and reported to consumer reporting agencies as paid in full. In truth, consumers accepting these cards essentially signed up for repayment programs for their old debt. In fact, consumers did not qualify for the new cards until they paid 25-50% of their old debt balances. Further, even if they paid the required portion of the old debt balances the credit lines received only equaled 5% of the original debt amounts.

62. CompuCredit has marketed the Majestic Visa card with its wholly-owned debt collection subsidiary, Jefferson Capital. Jefferson Capital has sent letters to more than 3.6 million consumers representing that their charged-off “account has been placed by [a third-party debt purchaser or creditor] with us for collection” or specifying the amount of a charged-off debt owed on a consumer’s Aspire Visa account. In these letters, Jefferson Capital has told consumers that it is “pleased to provide you with an opportunity to satisfy this debt and enjoy the

convenience and benefits of a new Visa card.” Jefferson Capital also has represented that “[w]hen you accept the accompanying offer and are approved, the Amount Due shown above will be transferred to a new Majestic Visa account at a fixed 0% APR as the first transaction on the new account.” *See, e g , Attachment I* [Majestic Visa direct mail solicitation with July 18, 2005 return date].

63. Enclosed with these letters has been a CompuCredit Majestic Visa solicitation insert that has told consumers to “**Sign Up Today!**” and “Get a new start with the Majestic Fresh Start Solution and pre-approved unsecured Visa card. Soon you can enjoy all the convenience and benefits Visa has to offer.” The solicitation also has told consumers that the card will have “Available Credit for Purchases and Cash Advances.” *See, e g , Attachment I.*

64. Neither the Jefferson Capital letter nor the Majestic Visa solicitation insert has disclosed to consumers that CompuCredit was both the parent company of Jefferson Capital and the company responsible for marketing the Majestic Visa card.

65. In numerous instances, Jefferson Capital's letter and the Majestic Visa solicitation insert have led consumers to believe they would immediately receive a Majestic Visa card upon acceptance of their "Pre-Approved" application.

66. In fact, consumers have not immediately received a Majestic Visa card. Instead, they have been required to pay twenty-five to fifty percent of the balance on their old debt before CompuCredit provides them with a Majestic Visa card. This process has taken anywhere from several months to a year if consumers make payments according to CompuCredit's suggested schedule.

67. In numerous instances, the Majestic Visa solicitation package also has led consumers to believe that their old debt balance would be immediately transferred to a Majestic Visa card and reported to consumer reporting agencies as "paid in full." Jefferson Capital's letter has told consumers that their old debt "balance will be transferred to a new Majestic Visa account as the first transaction on your new account." The letter further has represented that "[a]s an added bonus, once you qualify to receive a Majestic Visa card, we will see to it that the credit bureaus are notified that your former account has been paid in full." The Majestic Visa solicitation insert has reinforced this representation, stating "once

you qualify for a Majestic Visa card, credit bureaus will be notified that your former charged-off account has been paid in full.”

68. In fact, Jefferson Capital has not transferred consumers’ debt balances to a Majestic Visa “as the first transaction on [the] new account” or reported the old debt as paid in full when consumers opened an account. Instead, Jefferson Capital has required consumers to pay the aforementioned twenty-five to fifty percent of the old debt balance before transferring the remaining balance to a Majestic Visa card and reporting the old debt as paid in full. The program thus has required numerous up-front debt payments prior to any balance transfer.

69. Jefferson Capital and CompuCredit also have led consumers to believe that by accepting the Majestic Visa card offer, their formerly charged-off debt would be satisfied and they would be building new credit. In fact, for a significant period of time, the Majestic Visa program itself has been a debt collection device, not new credit. Consumers have been required to pay twenty-five to fifty percent of the balance on their old debt to Jefferson Capital over a period of as much as a year before CompuCredit has provided any of the benefits of a Majestic Visa card (whether by arranging for issuance of the card, transferring the old debt balance to the card, or reporting that the debt had been paid in full to



consumer reporting agencies). During this time, the Majestic Visa program has operated as a debt repayment plan for the charged-off receivables.

### **Servicing Aspire and Majestic Visa Accounts**

70. CompuCredit has maintained and serviced Aspire and Majestic Visa accounts. As a credit card account servicer, CompuCredit directly or indirectly collects and processes consumers' payments, including annual and monthly maintenance fees, and assesses, collects, and processes late-payment and over-the-limit fees. In addition, CompuCredit provides customer service functions, including providing a customer service telephone number.

#### **Aspire Little Rock Visa Annual and Monthly Maintenance Fees**

71. In numerous instances, shortly after a consumer has received Little Rock Visa card fulfillment materials, the consumer also has received an initial credit card account statement claiming that the consumer owes a \$20 "minimum payment." These statements also show, for the first time, that the consumer is being charged the full amount of the annual fee, the account opening fee and the first monthly maintenance fee up-front and regardless of whether the consumer has actually used the card.

72. In subsequent months, CompuCredit has sent statements to consumers who have not yet made the \$20 “minimum payment” showing that the payment has doubled to \$40 (in the second month) and tripled to \$60 (in the third month).

These statements have reflected that payments are “past due.”

**Denying Consumers Access to Half of Their Core Visa Credit Lines and Reducing Consumers’ Core Visa Credit Lines**

73 In numerous instances, CompuCredit has denied Aspire Core Visa card holders the use of half of the credit lines they purportedly were extended until the fourth month after the account has been activated.

74 In numerous instances, CompuCredit also has reduced Aspire Core Visa card holders’ credit limits, often prior to the fourth month after activation, when CompuCredit otherwise would have given consumers access to the full credit line CompuCredit purportedly had extended.

75. CompuCredit has based these credit line reductions on an undisclosed “behavioral” scoring model that penalized consumers for using their cards for certain types of transactions, including transactions touted in their solicitation materials such as cash advances and transactions with the following types of merchants:

- Direct marketing merchants
- Marriage counselors
- Personal counselors
- Automobile tire retreading and repair shops
- Bars and night clubs
- Pool and billiard establishments
- Pawn shops
- Massage parlors.

76. In some instances, CompuCredit reduced subscribers' credit limits to levels below their existing balances and then charged over-limit fees.

#### **Handling Customer Service Telephone Calls**

77. In many instances, consumers who have called CompuCredit's customer service centers could access only an automated telephone response system that asked for an account number. Based on the number entered, consumers whose accounts had been classified as past due were not provided the option to reach a live operator

78. Regardless of the payment status of consumers' accounts, in numerous instances, consumers who have called CompuCredit's customer service

centers have been unable to navigate the phone system in order to reach a live operator. As a result, consumers have complained that they have been unable to address card-related problems, questions, or other issues, such as disputing erroneous fees and charges, CompuCredit's failure to timely post consumers' payments, and requesting cancellation of their cards as a result of these problems.

### **Debt Collection Practices**

79. CompuCredit's wholly-owned subsidiary, Jefferson Capital, has purchased debt already in default and collected on that debt. Jefferson Capital also has collected on consumer debts owed or due another, or asserted to be owed or due another. In addition, Jefferson Capital has collected on debts owed or due to CompuCredit, or asserted to be owed or due to CompuCredit, including using the Jefferson Capital trade name without identifying that Jefferson Capital is affiliated with CompuCredit.

80 In numerous instances, Jefferson Capital, through its agents, has made debt collection calls on behalf of itself, CompuCredit, and other creditors to individual consumers in excess of twenty times per day, in some cases, at intervals of only twenty to thirty minutes. Jefferson Capital, through its agents, also has called consumers before 8:00 a.m. or after 9:00 p.m., and on Sundays Telephone

agents have responded to requests to stop such calls by stating that they would call anytime they felt like it.

81. In numerous instances in connection with the collection of debts on behalf of CompuCredit and other creditors, Jefferson Capital, through its agents, has called the human resources departments at consumers' places of work; has continued calling consumers after receiving notice that the consumers were represented by counsel; and has used abusive language.

#### **FEDERAL TRADE COMMISSION ACT VIOLATIONS**

82. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce." Misrepresentations of material fact constitute deceptive acts or practices prohibited by the FTC Act.

#### **Count I: Misrepresentation of Available Credit**

83. In the course and conduct of offering and extending credit under one or more credit card programs, including but not limited to the Aspire Core and the Aspire Little Rock Visa programs, CompuCredit has represented, expressly or by implication, that consumers have been pre-qualified to obtain a specified amount of available credit by opening a Visa credit card account.

84. In truth and in fact, consumers who responded to the solicitations and opened a Visa credit card account did not receive the represented amount of available credit. Therefore, CompuCredit's representation as alleged in paragraph 83 is false or misleading.

85. CompuCredit's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a)

**Count II: Failure to Disclose Fees**

86. In the course and conduct of offering and extending credit under one or more credit card programs, including but not limited to the Aspire Little Rock Visa program, CompuCredit has represented, expressly or by implication, among other things, that consumers were "Pre-Qualified" to obtain a specified amount of available credit with "No deposit required," "No Deposit Fee," and "No Application Fee."

87. CompuCredit has failed to disclose, or has failed to disclose adequately, that it would impose substantial up-front fees, including an annual fee, an account opening fee, and a monthly maintenance fee.

88. In light of the representations set forth in Paragraph 86, CompuCredit's failure to disclose, or failure to disclose adequately, the material

information set forth in Paragraph 87, is a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**Count III: Failure to Disclose How Use of The Credit Card  
Adversely Affects Available Credit**

89. In the course and conduct of offering and extending credit in one or more credit card programs, including but not limited to the Aspire Core program, CompuCredit has represented, expressly or by implication, among other things, that consumers have been “Pre-Qualified” to obtain credit of “up to” a specified limit and that active customers in good standing will be considered for periodic increases in available credit. CompuCredit further has represented that consumers can use the card for specified transactions and benefits.

90. CompuCredit has failed to disclose, or has failed to disclose adequately, that it was employing a behavioral scoring model that reduced consumers’ credit lines if they used their cards for certain types of transactions, including transactions expressly mentioned in the solicitations.

91. In light of the representations set forth in Paragraph 89, CompuCredit’s failure to disclose, or failure to disclose adequately, the material

information set forth in Paragraph 90, is a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**Count IV: Misrepresentation of Debt Collection Program**

92. In the course and conduct of marketing one or more credit cards, including but not limited to the Majestic Visa card, Defendants have represented, expressly or by implication, among other things, that upon acceptance of a consumer's "Pre-Approved" application, the consumer would immediately receive a Visa Card, the consumer's old debt balance would be immediately transferred to the card and be reported to consumer reporting agencies as "paid in full," and the consumer's formerly charged-off debt would be satisfied and the consumer would build new credit.

93. In truth and in fact, upon acceptance of consumers' pre-approved applications, Defendants have not immediately extended to consumers a Visa card, transferred consumers' old debt balances to the card, reported the old debt as "paid in full" to consumer reporting agencies, and satisfied consumers' formerly charged-off debt, allowing them to build new credit. Therefore, Defendants' representations as alleged in Paragraph 92 are false or misleading.



94. Defendants' practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**FAIR DEBT COLLECTION PRACTICES ACT VIOLATIONS**

95. In 1977, Congress passed the FDCPA, 15 U.S.C. §§ 1692-1692p, which became effective on March 20, 1978, and has been in force ever since that date. Section 814 of the FDCPA, 15 U.S.C. § 1692l, provides that a violation of the FDCPA shall be deemed an unfair or deceptive act or practice in violation of the FTC Act.

**Count V: Misrepresentations**

96. On numerous occasions, in connection with the collection of debts, Jefferson Capital has used false, deceptive, or misleading representations or means, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10), including, but not limited to, representing expressly or by implication, among other things, that upon acceptance of a consumer's "Pre-Approved" application, the consumer would immediately receive a Visa Card, the consumer's old debt balance would be immediately transferred to the card and be reported to consumer reporting agencies as "paid in full," and the consumer's formerly charged-off debt would be satisfied and the consumer would build new credit.

**Count VI: Abusive Collection Practices**

97. In connection with the collection of debts, Jefferson Capital has engaged in conduct the natural consequence of which is to harass, oppress, or abuse a person, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d, including, but not limited to:

- (a) Using obscene or profane language or language the natural consequence of which is to abuse the hearer, in violation of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2); and
- (b) Causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with the intent to annoy, abuse, or harass a person at the number called, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5).

**CONSUMER INJURY**

98. Consumers have suffered, and will continue to suffer, substantial injury as a result of Defendants' violations of Section 5(a) of the FTC Act and the FDCPA, as set forth above.

|

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Federal Trade Commission requests that the Court, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), Section 814 of the FDCPA, 15 U.S.C. § 1692l, and the Court's own equitable powers:

(a) Enter a permanent injunction to prevent future violations of the FTC Act and the FDCPA;

(b) Award such relief as the Court finds necessary to prevent unjust enrichment and to redress injury to consumers resulting from Defendants' violations of the FTC Act and the FDCPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

(c) Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

DATED: June 10, 2008

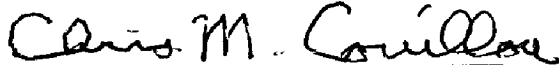
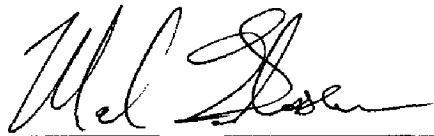
Respectfully submitted,

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General Counsel

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Associate Director for Financial Practices

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

---

**ATTACHMENT A**



**aspire**

PRESORTED  
STANDARD  
US POSTAGE  
PAID  
ASPRIE VISA

We think  
you **deserve**  
**more credit!**

- ▶ YOU'RE PRE-QUALIFIED!
- ▶ NO DEPOSIT REQUIRED

2-11-08-1503-3165

PO Box 4508, Woburn, MA 01888



YOU'RE PRE-QUALIFIED

aspire

FOR

ASPIRE VISA

- Unsecured Visa card
- Credit line increase within 6 months when you make your payments on time\*\*
- No deposit required
- Rebuild your credit†

Congratulations!

You have been PRE-QUALIFIED\* for the Aspire® Visa® card with a credit limit of \$300\*. We believe you deserve the purchasing power of Visa and here's your chance to get it! And, unlike a secured credit card, your Aspire Visa *does not require a deposit.*

Remain a customer in good standing, and you'll have the chance to improve your credit rating and build a better financial future.† Plus, if you make your first four minimum monthly payments on time, you'll receive a credit line increase.\*\* After that, your account will be reviewed regularly for additional credit line increases – giving you added convenience and flexibility.\*\* Here are some of the additional benefits that your Aspire Visa offers:

- Ability to access cash in emergencies at ATMs and financial institutions worldwide
- Acceptance at over 25 million locations worldwide
- Ability to reserve rental cars, hotel rooms and other services

Requesting your PRE-QUALIFIED Aspire Visa card is simple: just complete the enclosed Acceptance Certificate and return it in the postage-paid envelope provided. Once your account has been processed and approved, you will need to make a minimum monthly payment before you can activate your account

Sincerely,

*Aspire Visa*††

P.S. This limited-time offer expires soon, so return your application today!

\* See the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information. Your available credit line may be reduced by certain fees that will be billed directly to your account, including an annual fee, an account opening fee, and an account maintenance fee, as described in the Summary of Credit Terms.

\*\* If you make your first four minimum monthly payments on time, and remain a customer in good standing, you will receive a credit line increase by your sixth month of card membership. Additional credit line increases are subject to credit approval.

† We will report your account performance to all three major credit bureaus. Your credit rating at each bureau will be based on your performance with all of your reported credit accounts, not just your Aspire Visa account.

†† Aspire Visa accounts are issued by Columbus Bank and Trust Company and primarily serviced by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

SPE-01-LTR-3415





Visa Pre-Qualified Acceptance Certificate

aspire

Call 1-800-891-4964 or visit us at www.aspireyes.com for faster processing.

Invitation Number: 9999-999999999999  
Compucredit 6/04  
Program 625.5  
English Control  
N00300

No Deposit Fee

No Application Fee

Pre-Qualified

Yes, send my new Aspire Visa card.

Please return before: August 4, 2004

Previous Address (if less than 2 years of current address)

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_

Name of Nearest Relative Not Living With You \_\_\_\_\_

Phone # of Nearest Relative Not Living With You (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Work Phone (\_\_\_\_) \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

\* See the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

You do not have to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying the credit extended to you.

By signing, I request an Aspire Visa card and ask that an account be opened for me. I certify that everything I have stated on this Acceptance Certificate is true and accurate to the best of my knowledge. I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" stated on the enclosed insert, which insert includes a discussion of arbitration applicable to my account, and is incorporated here by reference. I also understand that the Aspire Visa card will be issued by Columbus Bank and Trust Company.  
NOTE: This offer not valid for non-U.S. residents and residents of Iowa, Wisconsin or Puerto Rico.

TC/1 N00300

Signature \_\_\_\_\_ Date \_\_\_\_\_

PRINT ABOVE

00000000 0000-0-00-APP-04



Introducing:

The **Aspire Visa Card**

Whether you're traveling, shopping or dining out, enjoy the convenience of the Aspire Visa

**Benefits**

No deposit required

Regular account reviews for credit line increases

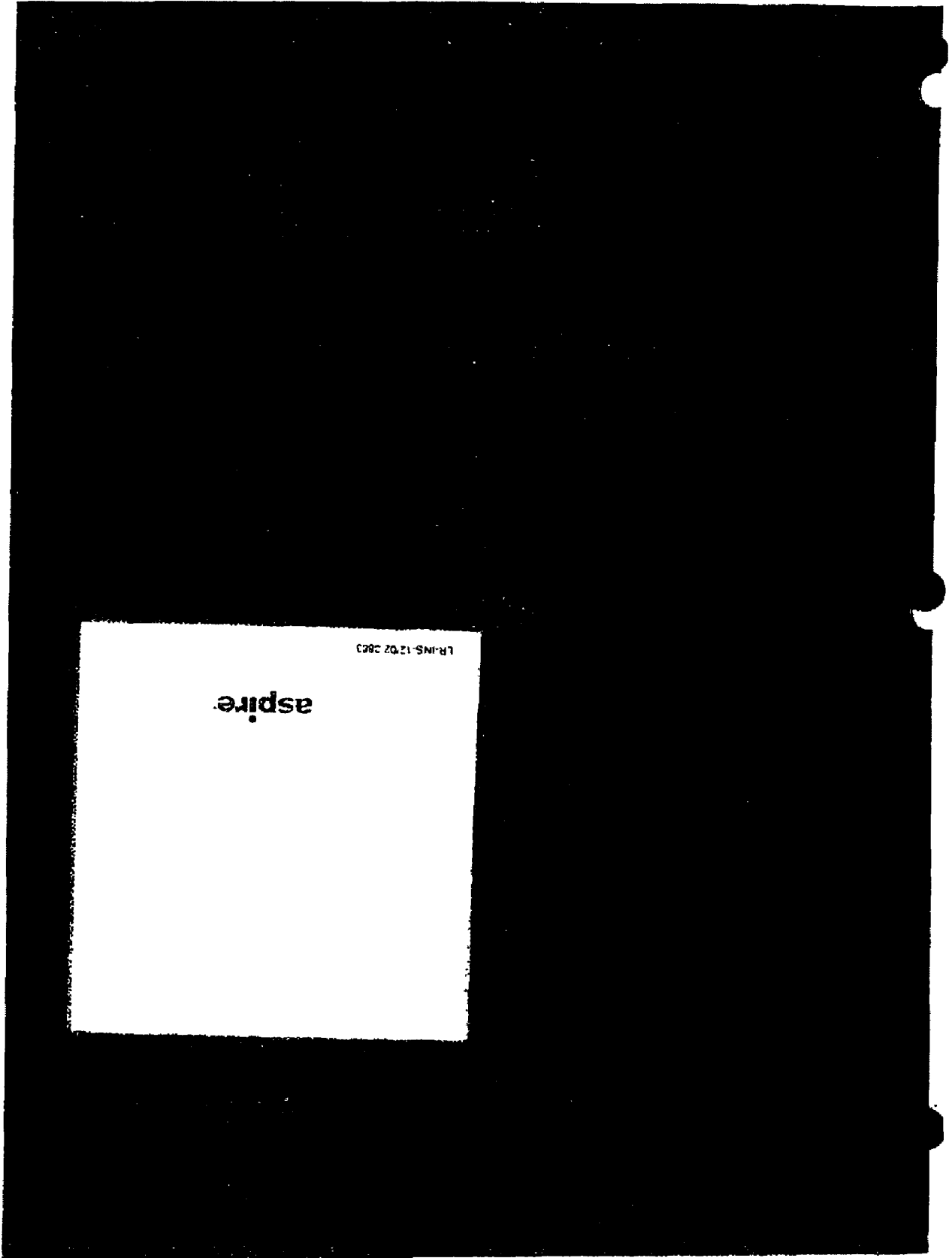
Acceptance at over 25 million locations worldwide

*Subject to credit review*

Requesting an Aspire Visa Card is simple.  
Just follow these steps:

- 1 Complete the Acceptance Certificate.  
Make sure you complete all applicable fields
- 2 Mail your completed Acceptance Certificate  
in the enclosed postage-paid envelope by the  
expiration date

**You're Pre-Qualified!**



**Aspire Visa®**

Pre-Qualified • No Hassle

## TERMS OF OFFER

### • NY Residents: RETAIL INSTALLMENT CREDIT AGREEMENT

- By signing the Acceptance Certificate, you certify that the information provided is correct and you agree to comply with the Bank Credit Card Agreement ("Agreement") furnished with your card.
- Your Acceptance Certificate must be fully complete, accurate, and signed by you, and we must receive it on or before the date indicated on its face. If your Acceptance Certificate is received after the date indicated on its face, we may ask you to complete a separate application and evaluate the application independently under our standard credit criteria. You understand and agree that you cannot alter the terms of our offer. We can ignore and will not be obligated by any special instructions or conditions that you may include on or with your Acceptance Certificate.
- You must be at least 18 years of age.
- You authorize us to obtain a credit report on you from consumer reporting agencies for any legal purpose, including any update, extension of credit, review, or collection of your account. If you request, you will be informed whether any credit report was requested, and if so, the name and address of the consumer reporting agency furnishing this report.
- You agree to repay all amounts due under the Agreement that will be mailed to you.
- This offer is not transferable and is not available for a corporate account.
- This offer is not valid for non-U.S. residents or residents of Iowa, Wisconsin, Puerto Rico or other U.S. territories.
- Your initial credit limit will depend on how you meet our established income and credit standards.
- Your account will be governed by federal and Georgia law.
- To ensure that customers receive quality service, we randomly select phone calls for monitoring. These calls, between our customers and employees, are evaluated by supervisors. It is our goal to provide prompt, courteous assistance and deliver accurate information in a professional manner.
- You agree that we may communicate with you by electronic means using the electronic mail address provided to us on your Acceptance Certificate.
- **IMPORTANT - THE AGREEMENT YOU RECEIVE CONTAINS A BINDING ARBITRATION PROVISION. IF A DISPUTE IS RESOLVED BY BINDING ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR HAVE THE DISPUTE HEARD BY A JURY, TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PERMITTED UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF"), OR TO PARTICIPATE AS PART OF A CLASS OF CLAIMANTS RELATING TO SUCH DISPUTE. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY BE UNAVAILABLE IN ARBITRATION. The arbitrator's decision may be final and binding. You may obtain the NAF's current code of procedure, rules and forms from any local NAF office, by visiting the NAF website at <http://www.naf-forum.org>, by calling 1-800-474-2371 or by writing the NAF at P.O. Box 58151, Minneapolis, MN 55485. Read the Arbitration Provision in your Agreement carefully.**

**Notice to California Residents:** A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.

**Notice to Delaware Residents:** Finance charges not in excess of those permitted by law on the outstanding balances from month to month.

**Notice to Maryland Residents:** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

**Notice to New York Residents:** New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8866.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

### CUSTOMER IDENTIFICATION PROGRAM NOTICE

#### Important Information about Procedures for opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

11/03/03

**SUMMARY OF CREDIT TERMS**

Annual Percentage Rate for Purchases	As of January 25, 2004, <b>19.75%*</b>
Other APRs	Cash Advance APR: 24.75% Delinquency APR for Purchases: 25.75% Delinquency APR for Cash Advance: 30.75% See explanation below.**
Variable Rate Information	Your APR may vary. The APR for Purchases is determined by adding 15.50% to the Prime Rate (defined below), but in no event will be less than 13.75%. The APR for Cash Advances is determined by adding 20.50% to the Prime Rate (defined below), but in no event will be less than 24.75%. The Delinquency APR for Purchases is determined by adding 21.50% to the Prime Rate but in no event will be less than 25.75%. The Delinquency APR for Cash Advances is determined by adding 26.50% to the Prime Rate but in no event will be less than 30.75%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of The Wall Street Journal on the 25th day (or if not published on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.
Grace Period for Repayment of the Balance for Purchases	No less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual and Other Fees for Interest or Availability	Annual Fee: \$150 per year Account Opening Fee: \$29 Monthly Maintenance Fee: \$6.50 (67¢ per year)
Minimum Finance Charge	None
Transaction Fee for Purchases	None
Transaction Fee for Cash Advances, and Fees for Paying Late or Non-paying Year Credit Limit	Transaction Fee for Cash Advances: 5% of the advance with a \$5 maximum Late Payment Fee: \$35 Over-Limit Fee: \$35
Minimum Payment	4% of New Balance with a \$20 minimum

\*The Qualified Status. In making this offer to you, we used credit information about you that we obtained from a consumer reporting agency. By the use of this term "Pre-Qualified," we mean that based upon the information contained in a prequalifying report provided to us by a consumer reporting agency, you satisfied the credit-eligibility requirements for the credit product offered in this mailing. If we determine at the time you respond to this offer that you no longer satisfy the credit-eligibility requirements that we previously established and your previously used, we may (i) consider you for an alternative card under the same terms as stated above, except as modified with respect to a higher alternative rate of finance charge and/or with a lower credit limit or (ii) not extend credit to you.

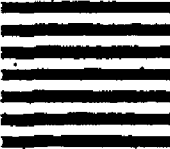
You have the right to prevent a credit-reporting agency from using information about you in its credit files in connection with transactions that you do not initiate. To exercise this right, notify the following reporting agencies: Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; Experian Consumer Services, 501 W. Broad St., Lincoln, NE 68502; TransUnion LLC's Newscor Personal Option, P.O. Box 57724, Jackson, MS 39208-7228; or by calling 1 (888) 567-8288.

\*\*The Delinquency APR will apply in the event that you do not pay the required minimum payment by its due date for two consecutive billing cycles or for any four billing cycles in any 12-month period. The Delinquency APR will end after you make the consecutive timely payments. The credit terms disclosed above are subject to change at any time pursuant to the terms of your Bank Credit Card Agreement.

3442-TDS-150-004



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 27936 ATLANTA, GA

POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT CARD PROCESSING CENTER  
PO BOX 4505  
WOBURN MA 01888-9711



Confidential Treatment Requested by Columbus Bank and Trust Company



UK-886-1203-3412

**[REDACTED]**

- Did you fill out all information completely and sign your Acceptance Certificate?

|

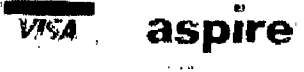
**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

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**ATTACHMENT B**



PRESORTED  
STANDARD  
US POSTAGE  
**PAID**  
ASPIRE VISA

**We think  
you deserve  
more credit!**

**YOU'RE NOT QUALIFIED!  
NO DEPOSIT REQUIRED**

**2004 Solicitation**



# Visa Pre-Qualified Acceptance Certificate

# aspire

Call 1-800-891-4964 for faster processing

Aspire Visa Card # 0000 0000 0000 0000  
By: \_\_\_\_\_  
17 Main Street  
Anytown, S.T. 12345

My Debt is:  Too High  
 No Applicant Fee  
 Pre-Qualified

For more information, visit our website at [www.AspireVisa.com](http://www.AspireVisa.com)

Yes, send me my new Aspire Visa card!

Please fill out and return before March 3, 2005

Home Address (if different from above) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\* See enclosed insert which is incorporated by reference to our Summary of Credit Terms and the Terms of Offer for more information and further review of financial information.

Work Address (if different from above) \_\_\_\_\_

Home Phone (Area Code) \_\_\_\_\_

Cell Phone \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Work Phone \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

You do not have to disclose information if a lump sum payment is not needed if you do not wish to have it considered as a source of credit extended to you.

By signing, I request an Aspire Visa card and ask that the credit be opened for me. I certify that everything I have stated in this Acceptance Certificate is true to the best of my knowledge. I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" printed on the enclosed insert, which insert includes a discussion of arbitration applicable to my account, and is incorporated here by reference. I also understand that the Aspire Visa card will be issued by Columbus Bank, N.A. in Anytown, Ohio.

NOTE: This offer is not valid for non-U.S. residents and residents of Alaska, Wisconsin or Puerto Rico.

N9/1 D00500 S10058

Size: 11x17

100

ASP005



# YOU'RE PRE-QUALIFIED\*

# aspire

FOR

## ASPIRE VISA

- Unsecured Visa card
- Credit line increase within 6 months when you make your payments on time\*\*
- No deposit required
- Rebuild your credit†

Congratulations!

You have been **PRE-QUALIFIED\*** for the Aspire Visa card with a credit limit of \$500. We believe you deserve the purchasing power of Visa and here's your chance to get it! And, unlike a secured credit card, your Aspire Visa does not require a deposit.

Remain a customer in good standing, and you'll have the chance to improve your credit rating and build a better financial future† Plus, if you make your first four minimum monthly payments on time, you'll receive a credit line increase.† After that, your account will be reviewed regularly for additional credit line increases – giving you added convenience and flexibility.\*\* Here are some of the additional benefits that your Aspire Visa offers:

- Ability to access cash in emergencies at ATMs and financial institutions worldwide
- Acceptance at over 25 million locations worldwide
- Ability to reserve rental cars, hotel rooms and other services

Requesting your **PRE-QUALIFIED** Aspire Visa card is simple – just complete the enclosed Acceptance Certificate and return it in the postage-paid envelope provided. Once your account has been processed and approved, you will need to make a minimum monthly payment before you can activate your account.

Sincerely,

*Aspire Visa*

**P.S.** This limited-time offer expires soon – so return your application today!

\* See the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information. Your available credit line may be reduced by certain fees that will be billed directly to your account, including an annual fee, an account opening fee, and an account maintenance fee, as described in the Summary of Credit Terms.

\*\* If you make your first four minimum monthly payments on time, and remain a customer in good standing, you will receive a credit line increase by your sixth month of card membership. Additional credit line increases are subject to credit approval.

† We will report your account performance to all three major credit bureaus. Your credit rating at each bureau will be based on your performance with all of your reported credit accounts, not just your Aspire Visa account.

†† Aspire Visa accounts are issued by Columbus Bank and Trust Company and primarily serviced by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

© 2004 Visa U.S.A. Inc.

Pre-Qualified - No Hassle

Aspire Visa

## TERMS OF OFFER

### • NY Residents RETAIL INSTALLMENT CREDIT AGREEMENT

- By signing the Acceptance Certificate, you certify that the information provided is correct and you agree to comply with the Bank Credit Card Agreement ("Agreement") furnished with your card
- Your Acceptance Certificate must be fully complete, accurate, and signed by you, and we must receive it on or before the date indicated on its face
- If your Acceptance Certificate is received after the date indicated on its face, we may ask you to complete a separate application and evaluate the application independently under our standard credit criteria. You understand and agree that you cannot alter the terms of our offer. We can ignore and will not be obligated by any special instructions or conditions that you may include on or with your Acceptance Certificate
- You must be at least 18 years of age
- You authorize us to obtain a credit report on you from consumer reporting agencies for any legal purpose, including any update, extension of credit, review, or collection of your account. If you request, you will be informed whether any credit report was requested, and if so, the name and address of the consumer reporting agency furnishing this report
- You agree to repay all amounts due under the Agreement that will be mailed to you
- This offer is not transferable and is not available for a corporate account
- This offer is not valid for non-U.S. residents or residents of Iowa, Wisconsin, Puerto Rico or other U.S. territories
- Your initial credit limit will depend on how you meet our established income and credit standards
- Your account will be governed by federal and Georgia law
- To ensure that customers receive quality service, we randomly select phone calls for monitoring. These calls, between our customers and employees, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner
- You agree that we may communicate with you by electronic means using the electronic mail address provided to us on your Acceptance Certificate
- **IMPORTANT - THE AGREEMENT YOU RECEIVE CONTAINS A BINDING ARBITRATION PROVISION. IF A DISPUTE IS RESOLVED BY BINDING ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR HAVE THE DISPUTE HEARD BY A JURY, TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PERMITTED UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF"), OR TO PARTICIPATE AS PART OF A CLASS OF CLAIMANTS RELATING TO SUCH DISPUTE. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY BE UNAVAILABLE IN ARBITRATION.** The arbitrator's decision may be final and binding. You may obtain the NAF's current code of procedure, rules and forms from any local NAF office, by visiting the NAF website at <http://www.naf-forum.org>, by calling 1-800-474-2121 or by writing the NAF at P.O. Box 50191, Minneapolis, MN 55405. Read the Arbitration Provision in your Agreement carefully.

**Notice to California Residents** A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.

**Notice to Delaware Residents** Finance charges not in excess of those permitted by law on the outstanding balances from month to month.

**Notice to Maryland Residents** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

**Notice to New York Residents** New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8866.

**Notice to Ohio Residents** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice to Married Wisconsin Residents** No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

### CUSTOMER IDENTIFICATION PROGRAM NOTICE

**Important Information about Procedures for opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### SUMMARY OF CREDIT TERMS

Annual Percentage Rate for Purchases	As of December 25, 2004, <b>19.50%*</b>
Other APRs	Cash Advance APR: 25.50% Delinquency APR for Purchases: 25.50% Delinquency APR for Cash Advances: 31.50% See explanation below **
Variable Rate Information	Your APR may vary The APR for Purchases is determined by adding 14.50% to the Prime Rate (defined below), but in no event will be less than 19.50%. The APR for Cash Advances is determined by adding 20.50% to the Prime Rate (defined below), but in no event will be less than 25.50%. The Delinquency APR for Purchases is determined by adding 20.50% to the Prime Rate but in no event will be less than 25.50%. The Delinquency APR for Cash Advances is determined by adding 26.50% to the Prime Rate but in no event will be less than 31.50%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day (or if not published on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins
Grace Period for Repayment of the Balance for Purchases	No less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual and Other Fees for Issuance or Availability	Annual Fee: \$150 per year Account Opening Fee: \$29 Monthly Maintenance Fee: \$6.50 (\$78 per year)
Minimum Finance Charge	None
Transaction Fee for Purchases	None
Transaction Fee for Cash Advances, and Fees for Paying Late or Exceeding Your Credit Limit	Transaction Fee for Cash Advances: 5% of the advance with a \$5 minimum Late Payment Fee: \$35 Over-Limit Fee: \$35
Minimum Payment	4% of New Balance with a \$20 minimum

**\*Pre-Qualified Status** - In making this offer to you, we used credit information about you that we obtained from a consumer reporting agency. By the use of the term "Pre-Qualified," we mean that based upon the information contained in a prequalifying report provided to us by a consumer reporting agency, you satisfied the credit eligibility requirements for the credit product offered in this mailing. If we determine at the time you respond to the offer that you no longer satisfy the credit eligibility requirements that we previously established and you previously met, we may (i) consider you for an alternative card under the same terms as stated above, except as modified with respect to a higher alternative rate of finance charge and/or with a lower credit limit or (ii) not extend credit to you.

**Available Credit and Cash Advance Limitations** - The initial minimum credit limit will be \$300 and the following fees will be billed to your first statement: Annual Fee of \$150, Account Opening Fee of \$29, and a Monthly Maintenance Fee of \$6.50 (\$78 per year). You must make a minimum monthly payment of \$20 upon receipt of your card to activate your account. Once your initial payment has been received, your available credit will be \$134.50.

You have the right to prevent a credit-reporting agency from using information about you in its credit files in connection with transactions that you do not initiate. To exercise this right, notify the following reporting agencies: Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123, Experian Consumer Services, 901 W. Bond St., Lincoln, NE 68521, TransUnion LLC's Name Removal Option, P.O. Box 97328, Jackson, MS 39288-7328, or by calling 1 (888) 567-8688.

\*\*The Delinquency APR will apply in the event that you do not pay the required minimum payment by its due date for two consecutive billing cycles or for any four billing cycles in any 12-month period. The Delinquency APR will end after you make six consecutive timely payments. The credit terms disclosed above are subject to change at any time pursuant to the terms of your Bank Credit Card Agreement.

aspire

1234 5678 9012



Request the credit  
you deserve today

with **Aspire Visa**



## The Aspire Visa Card

### Benefits

- No Annual Fee
- No Interest Required
- Retailer and Travel Rewards for credit line purchases
- Free purchase of mobile phone service



• No Annual Fee



• No Interest Required

**You're Pre-Qualified!**

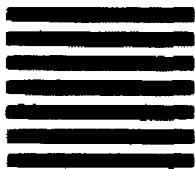


NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL      PERMIT NO. 27034      ATLANTA, GA

POSTAGE WILL BE PAID BY ADDRESSEE

**CREDIT CARD PROCESSING CENTER  
PO BOX 9180  
CAMBRIDGE MA 02139-9873**



[REDACTED]

- Did you fill out all information completely and sign your Acceptance Certificate?

|

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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FEDERAL TRADE COMMISSION, )

Plaintiff, )

v. )

COMPUCREDIT CORPORATION )  
and JEFFERSON CAPITAL )  
SYSTEMS, LLC, )

Defendants. )

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**ATTACHMENT C**



**aspire**

PHESORTED  
STANDARD  
US POSTAGE  
**PAID**  
AT FIRE VIL

**We think  
you deserve  
more credit!**

**YOU'RE PRE-QUALIFIED!  
NO DLPOSTH REQUIRED**

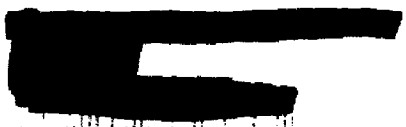
**2005 Solicitation**



# Visa Pre-Qualified Acceptance Certificate

# aspire

Call 1-800-201-1064 for an application



Signature  
Name  
Address

Yes I am applying for a Visa card

Please fill out and return before June 22, 2005

Previous address (if less than 2 years at current address)

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I have the enclosed insert which is incorporated here by reference, the Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

By signing, depositing an Aspire Visa card and asking that an account be opened, I hereby agree that every time I have signed this Acceptance Certificate, I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" printed on the enclosed insert, which insert includes a discussion of arbitration applicable to my account, and I also understand that the Aspire Visa card will be issued by Citicorp Bank and is subject to its terms and conditions. **NOTE:** This offer is not valid for non-US residents and residents of Iowa, Wisconsin or Rhode Island.

Signature \_\_\_\_\_

Account Number (if known) \_\_\_\_\_  
Annual Income \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Annual Income \_\_\_\_\_  
You do not have to disclose alimony, child support, or separate maintenance income if you do not wish to have it considered on a basis other than credit extended to you.



**YOU'RE PRE-QUALIFIED**

**aspire**

FOR

**ASPIRE VISA**

- Unsecured Visa card
- Credit line increase within 5 months when you make your payments on time
- No deposit required
- Rebuild your credit

Congratulations

You have been **PRE-QUALIFIED\*** for the Aspire Visa card with a credit limit of \$500.\* We believe you deserve the purchasing power of Visa and here's your chance to get it! And, unlike a secured credit card, your Aspire Visa does not require a deposit

Remain a customer in good standing, and you'll have the chance to improve your credit rating and build a better financial future. Plus, if you make your first four minimum monthly payments on time, you'll receive a credit line increase.\* After that, your account will be reviewed regularly for additional credit line increases – giving you added convenience and flexibility.\*

Here are some of the additional benefits that your Aspire Visa offers:

- Ability to access cash in emergencies at ATMs and financial institutions worldwide
- Acceptance at millions of locations worldwide
- Ability to reserve rental cars, hotel rooms and other services

Requesting your **PRE-QUALIFIED** Aspire Visa card is simple – just complete the enclosed Acceptance Certificate and return it in the postage-paid envelope provided. Once your account has been processed and approved, you will need to make a minimum monthly payment before you can activate your account.

Sincerely,

*Aspire Visa*

PS: This limited-time offer expires soon – so return your application today.

\* PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION REGARDING THIS OFFER, INCLUDING FEE AND CREDIT LIMIT DETAILS.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on enclosed insert for more information about prescreened offers.

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## IMPORTANT INFORMATION

### **Credit Terms**

Please carefully review the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

### **Fee Information**

Your Aspire Visa does not require a deposit. Your available credit line may be reduced by certain fees that will be billed directly to your account, including an annual fee, an account opening fee, and an account maintenance fee, as described in the Summary of Credit Terms included with this offer.

### **Your Credit Line**

If you make your first four minimum monthly payments on time, and remain a customer in good standing, you will receive a credit line increase by your sixth month of card membership. Additional credit line increases are subject to credit approval.

### **Activating Your Account**

After you receive your card, a first payment of \$20 must be received and processed before you can activate your card and use your account. Please see important information in the "Account Opening and Card Activation" paragraph of the accompanying Terms of Offer. *Send no check now. Wait until you receive your statement.*

### **Credit Bureau Reporting**

We will report your account performance to all three major credit bureaus. Your credit rating at each bureau will be based on your performance with all of your reported credit accounts, not just your Aspire Visa account. Consistently making your minimum payment on all accounts by the due date can improve your credit score over time.

### **Card Issuance and Servicing**

Aspire Visa accounts are issued by Columbus Bank and Trust Company and serviced primarily by CompuCredit Corporation on behalf of Columbus Bank and Trust Company.



Pre-Qualified • No Hassle  
**Aspire Visa**

## TERMS OF OFFER

### • NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT

- By signing the Acceptance Certificate, you certify that the information provided is true and correct and you agree to comply with the Bank Credit Card Agreement ("Agreement") furnished with your card. If you do not activate or use your card, then you will not become legally responsible for any fees under your Agreement.
  - **Account Opening and Card Activation.** Upon your acceptance of this offer, we will (i) open an account for you or our books, (ii) post the fees described in the Summary of Terms that apply to your account, (iii) send you your card and Bank Credit Card Agreement and (iv) send you your first monthly statement reflecting a minimum payment of \$20. Your first payment of \$20 must be received and processed before you can activate your card and use your account.
  - You agree that the terms of your account, including any of the terms disclosed in this offer, may, at any time, be changed (including the addition or deletion of terms) in accordance with your Agreement. Such changes may be based upon factors including, but not limited to, anti-fraud policies and procedures, behavior scoring, your credit history with us or with other creditors, and/or changes in this or other card programs or bank policy.
  - Your Acceptance Certificate must be fully complete, accurate, and signed by you, and we must receive it on or before the date indicated on its face. If your Acceptance Certificate is received after the date indicated on its face, we may ask you to complete a separate application and evaluate the application independently under our standard credit criteria. You understand and agree that you can not alter the terms of our offer. We can ignore and will not be obligated by any special instructions or conditions that you may include on or with your Acceptance Certificate.
  - You must be at least 18 years of age.
  - You authorize us to obtain a credit report on you from consumer reporting agencies for any legal purpose, including any update, extension of credit, review, or collection of your account. If you request, you will be informed whether any credit report was requested, and if so, the name and address of the consumer reporting agency furnishing this report.
  - You agree to repay all amounts due under the Agreement. Bills will be mailed to you.
  - This offer is not transferable and is not available for a corporate account.
  - This offer is not valid for non U.S. residents or residents of Iowa, Wisconsin, Puerto Rico or other U.S. territories.
  - In the future, your credit limit will depend on how you meet our established income and credit standards. We reserve the right to change (to set, increase, decrease or remove) the credit limit for your account and/or for different types of account balances from time to time. Such changes may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, behavior scoring, your credit history with us or with other creditors and/or changes in this program or bank policy.
  - Your account will be governed by federal and, to the extent not preempted, Georgia law.
  - To ensure that you receive quality service, you agree that we may randomly select phone calls for monitoring and/or recording. These calls, between you and our representatives, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.
  - You agree that we may communicate with you (for any reason relating to your account, including debt collection purposes) by electronic means using the electronic mail address provided to us on your acceptance certificate.
  - **IMPORTANT - THE AGREEMENT YOU RECEIVE CONTAINS A BINDING ARBITRATION PROVISION. IF A DISPUTE IS RESOLVED BY BINDING ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR HAVE THE DISPUTE HEARD BY A JURY, TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PERMITTED UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF"), OR TO PARTICIPATE AS PART OF A CLASS OF CLAIMANTS RELATING TO SUCH DISPUTE. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY BE UNAVAILABLE IN ARBITRATION. The arbitrator's decision may be final and binding. You may obtain the NAF's current code of procedure, rules and forms from any local NAF office, by visiting the NAF website at <http://www.arb-forum.org>, by calling 1-800-474-2371 or by writing the NAF at P.O. Box 58191, Minneapolis, MN 55405. Read the Arbitration Provision in your Agreement carefully.**
- Notice to California Residents:** A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.
- Notice to Delaware Residents:** Finance charges, not in excess of those permitted by law, will be charged on the outstanding balances from month to month.
- Notice to Maryland Residents:** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.
- Notice to New York Residents:** New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8877.
- Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commissioner administers compliance with this law.
- Notice to Married Wisconsin Residents:** No provisions of any marital property agreement, unilateral statement under section 766.39 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

### CUSTOMER IDENTIFICATION PROGRAM

#### Important Information About Procedures For Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, street address, mailing address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**SUMMARY OF CREDIT TERMS**

Annual Percentage Rate for Purchases	As of March 25, 2005 <b>19.75%*</b>
Other APRs	Cash Advance APR 25.75% Delinquency APR for Purchases 25.75% Delinquency APR for Cash Advances 31.75% See explanation below **
Variable Rate Information	Your APR may vary The APR for Purchases is determined by adding 14.00% to the Prime Rate (defined below), but in no event will be less than 19.50%. The APR for Cash Advances is determined by adding 20.00% to the Prime Rate, but in no event will be less than 25.50%. The Delinquency APR for Purchases is determined by adding 20.00% to the Prime Rate but, in no event will be less than 25.50%. The Delinquency APR for Cash Advances is determined by adding 26.00% to the Prime Rate but, in no event will be less than 31.50%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day (or if not published on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.
Grace Period for Repayment of the Balance for Purchases	No less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual and Other Fees for Issuance or Availability	Annual Fee \$150 per year Account Opening Fee \$29 (one time fee) Monthly Maintenance Fee \$6.50 (\$78 per year)
Minimum Finance Charge	None
Transaction Fee for Purchases	None
Transaction Fee for Cash Advances, and Fees for Paying Late or Exceeding Your Credit Limit	Transaction Fee for Cash Advances 5% of the advance with a \$5 minimum Late Payment Fee \$35 Over-Limit Fee \$35
Minimum Payment	4% of billed New Balance with a \$20 minimum.

**\*PRESCREEN & OPT-OUT NOTICE.** This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If we determine at the time you respond to the offer that you no longer satisfy the credit criteria that we previously established and you previously met, we may not extend credit to you. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-367-8688, or write: Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123, Experian Consumer Services, 901 W. Bond St., Lincoln, NE 68521, TransUnion LLC's Name Removal Option, P.O. Box 97328, Jackson, MS 39288-7328

**\*\* Delinquency APR.** The Delinquency APR will apply in the event that you do not pay the required minimum payment by its due date for two consecutive billing cycles or on any four billing cycles in any 12-month period. The Delinquency APR will end after you make six consecutive timely payments.

**Note.** The credit terms disclosed above are subject to change at any time in accordance with the terms of your Bank Credit Card Agreement, including applicable advance notice requirements, if any.

**Available Credit Limitations.** Your initial credit limit will be \$300 and the following fees will be appear on your first statement: Annual fee of \$150, and an Account Opening Fee of \$29. After making your initial minimum monthly payment of \$20, your available credit will be \$141.00. You will be billed a Monthly Maintenance fee of \$6.50 (\$78 per year), after you make your first purchase. Your available credit may also be limited, from time to time, if you give your account number or card to a merchant that processes advance authorizations, such as a hotel, motel and car rental office. Such an authorization may limit your ability to make purchases and take cash advances on your account until the authorization is cancelled by the merchant and your available credit released.



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL    PERMIT NO 27034    ATLANTA, GA

POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT CARD PROCESSING CENTER  
PO BOX 9180  
CAMBRIDGE MA 02139-9873



What? Before you read

-Did you fill out all information completely and sign your Acceptance Certificate?

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

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**ATTACHMENT D**

the Aspire Visa Card

Benefit

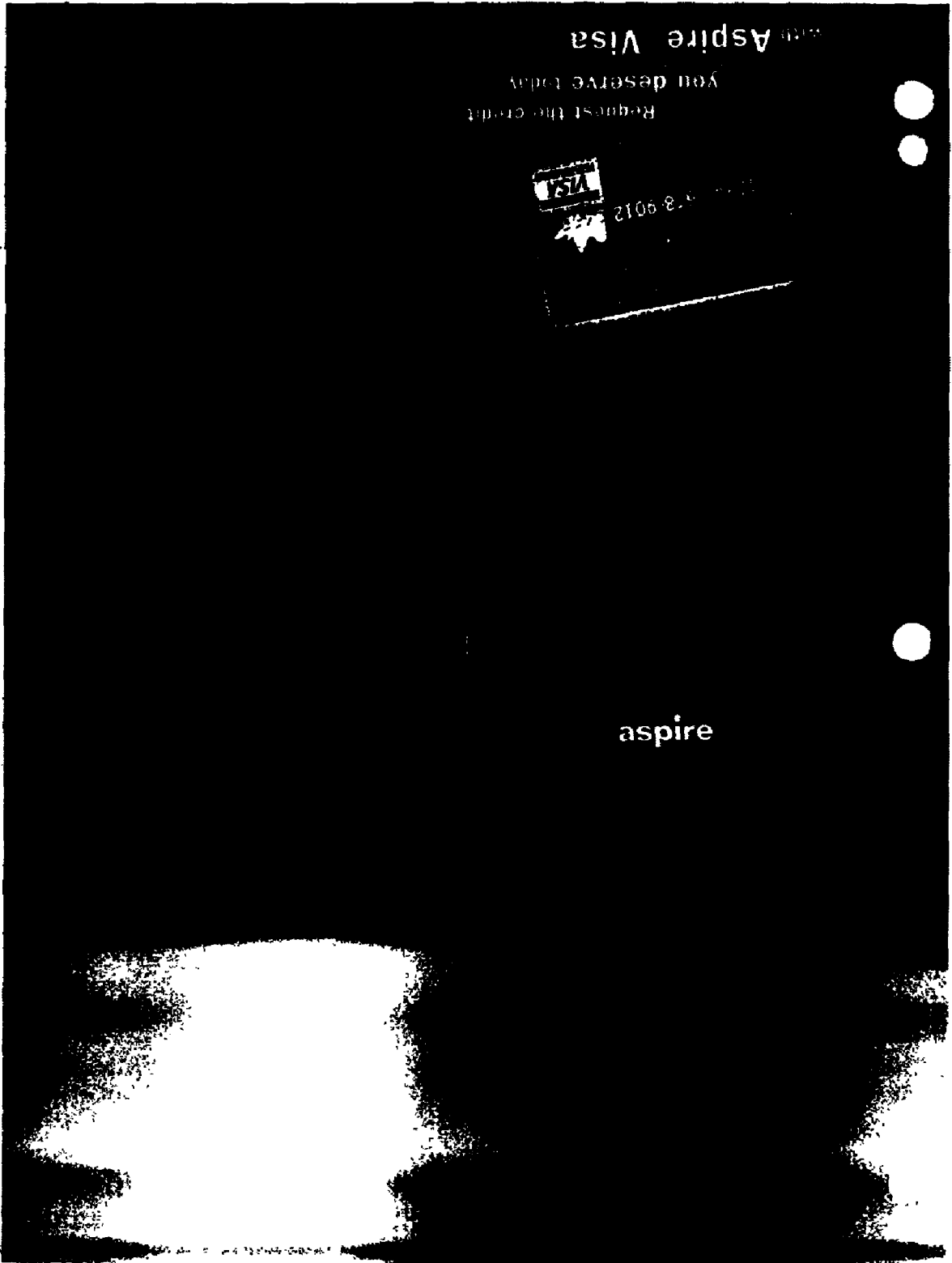
...  
...  
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...  
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...

1

2

You're Pre-Qualified!





Visa Pre-Qualified Acceptance Certificate

aspire

Call 1-800-891-4964 for faster processing



Pre-Qualified  
Unsecured Visa® card



Accept online to get your card even faster: [www.AspireYes.com](http://www.AspireYes.com)

Yes, send my new Aspire Visa card

Please fill out and return before: April 25, 2006

Previous Address (if less than 2 years at current address)

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\* See the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

By signing, I request an Aspire Visa card and ask that an account be opened for me. I certify that everything I have stated in this Acceptance Certificate is true and accurate to the best of my knowledge. I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" printed on the enclosed insert, which insert includes a discussion of withdrawal opportunities to my account, and is incorporated here by reference. I also understand that the Aspire Visa card will be issued by Columbus Bank and Trust Company.

NOTE: This offer not valid for non-U.S. residents and holders of loans, Mortgages or Private Equity. In the event that I am not approved for a Aspire Visa credit card account, I agree that Aspire Visa may forward my Acceptance Certificate information and any other information you obtain in connection with my Acceptance Certificate (including any consumer credit report) to another lender who may offer me another financial product such as a debit card.

Home Phone (\_\_\_\_) \_\_\_\_\_

Name of Nearest Relative Not Living With You \_\_\_\_\_

Phone # of Nearest Relative Not Living With You (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Work Phone (\_\_\_\_) \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

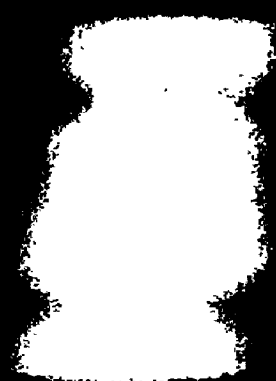
You do not have to disclose alimony, child support or spousal maintenance income if you do not wish to have it considered as a basis for repaying the credit extended to you.

Signature \_\_\_\_\_ Date \_\_\_\_\_

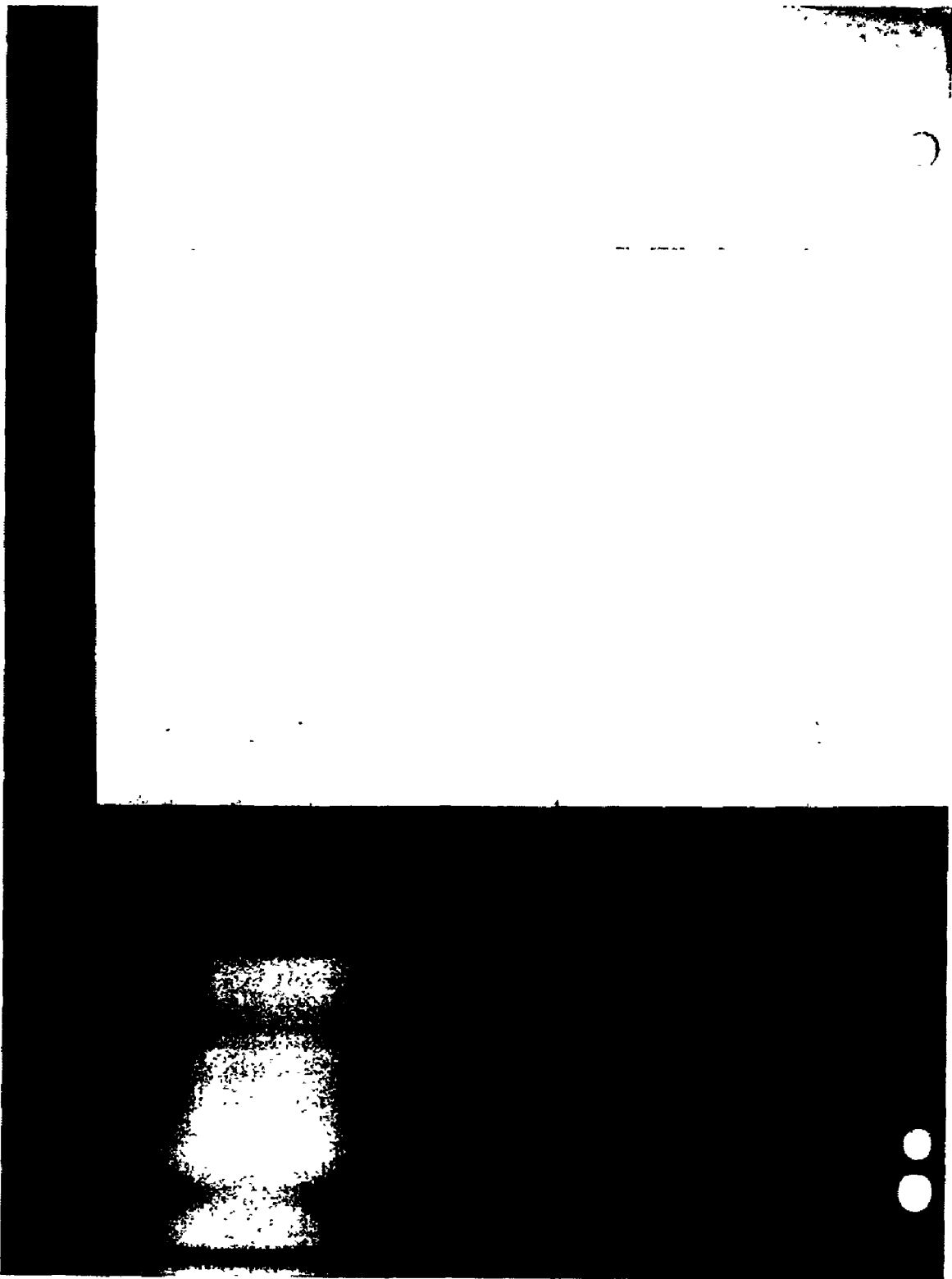
SIGN ABOVE

ABA 400200 0057702

AE 513-APP-0008









YOU'RE PRE-QUALIFIED

aspire

FOR

**ASPIRE<sup>®</sup> VISA<sup>®</sup>**



- Unsecured Visa card
- Credit line increase within 6 months when you make your payments on time\*
- Rebuild your credit\*

Congratulations!

You have been PRE-QUALIFIED\* for the Aspire<sup>®</sup> Visa<sup>®</sup> card with a credit limit of \$300.\* We believe you deserve the purchasing power of Visa and here's your chance to get it!

Remain a customer in good standing, and you'll have the chance to improve your credit rating and build a better financial future. Plus, if you make your first four minimum monthly payments on time, you'll receive a credit line increase.\* After that, your account will be reviewed regularly for additional credit line increases – giving you added convenience and flexibility.\*

Here are some of the additional benefits that your Aspire Visa offers

- Ability to access cash in emergencies at ATMs and financial institutions worldwide
- Acceptance at millions of locations worldwide
- Ability to reserve rental cars, hotel rooms and other services

Requesting your PRE-QUALIFIED Aspire Visa card is simple – just complete the enclosed Acceptance Certificate and return it in the postage-paid envelope provided. Once your account has been processed and approved, you will need to make a minimum monthly payment before you can activate your account.

Sincerely,

*Aspire Visa*

P.S. This limited-time offer expires soon, so return your application today.

\* PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION REGARDING THE TERMS OF THIS PRE-QUALIFIED OFFER.

*You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on enclosed insert for more information about prescreened offers.*

140-178-E-010

## IMPORTANT INFORMATION

### Credit Terms

Please carefully review the enclosed insert, which is incorporated here by reference, for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

### Fee Information and Available Credit

Your available credit line will be reduced by certain fees that will be billed directly to your account. These fees will include an annual fee, an account opening fee, and a monthly account maintenance fee, as described under the Available Credit Limitations in the Summary of Credit Terms included with this offer.

### Your Credit Line

If you make your first four minimum monthly payments on time, and remain a customer in good standing, you will receive a credit line increase by your sixth month of card membership. Additional credit line increases are subject to credit approval.

### Activating Your Account

After you receive your card, a first payment of \$20 must be received and processed before you can activate your card and use your account. Please see important information in the "Account Opening and Card Activation" paragraph of the accompanying Terms of Offer. *Send no check now. Wait until you receive your card.*

### Credit Bureau Reporting

We will report your account performance to all three major credit bureaus. Your credit rating at each bureau will be based on your performance with all of your reported credit accounts, not just your Aspire Visa account. Consistently making your minimum payment on all accounts by the due date can improve your credit score over time.

### Card Issuance and Servicing

Aspire Visa accounts are issued by Columbus Bank and Trust Company and serviced primarily by CompuCredit Corporation on behalf of Columbus Bank and Trust Company.

LAG-LTR



SUMMARY OF CREDIT TERMS\*

Annual Percentage Rate for Purchases	As of December 31, 2005: <b>19.75%</b>
Other APRs	Cash Advance APR: 25.75% Delinquency APR for Purchases: 25.75% Delinquency APR for Cash Advances: 31.75% See explanation below.**
Variable Rate Information	Your APR may vary. The APR for Purchases is determined by adding 12.50% to the Prime Rate (defined below) but in no event will be less than 19.50%. The APR for Cash Advances is determined by adding 18.50% to the Prime Rate, but in no event will be less than 25.50%. The Delinquency APR for Purchases is determined by adding 18.50% to the Prime Rate but, in no event will be less than 25.50%. The Delinquency APR for Cash Advances is determined by adding 24.50% to the Prime Rate but, in no event will be less than 31.50%. The Prime Rate used to determine the applicable APR is the higher "Prime Rate" published in the "Money Rates" section of The Wall Street Journal (on the 25th day) or if not published on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.
Grace Period for Repayment of the Balance for Purchases	No less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual and Other Fees for Interest or Availability	Annual Fee: \$1.80 per year Account Opening Fee: \$28 (one time fee) Monthly Maintenance Fee: \$6.50 (\$78 per year)
Minimum Finance Charge	None
Transaction Fee for Purchases	None
Transaction Fee for Cash Advances, and Fees for Paying Late or Bouncing Your Credit Limit	Transaction Fee for Cash Advances: 5% of the advance with a \$5 maximum Late Payment Fee: \$35 Over-Limit Fee: \$35

**DISCLOSURE & OPT-OUT NOTICE:** This "promotional" offer of credits is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If we determine at the time you respond to this offer that you no longer satisfy the credit criteria that we previously established and you previously met, we may not extend credit to you.

If you do not want to receive promotional offers of credit from this and other companies, call the consumer reporting agencies nationwide, 1-888-567-6888, or write Equifax Options, P.O. Box 740133, Atlanta, GA 30374-0133; Experian Consumer Services, 901 W. Broad St., Lincoln, NE 68521; TransUnion LLC's "Opt Out Request", P.O. Box 985, Woodlyn, PA 19094-0985.

**Alternative Providers:** If we deny your acceptance of this offer for any reason, you agree that we may (but are not obligated to) forward your name and address to a third party who may consider you for an alternative consumer financial product or service (such as a prepaid (stored value) card. See "Third Party Provider" in the "TERMS OF OFFER" Section.

**Delinquency APR:** The Delinquency APR will apply in the event that you do not pay the required minimum payment by the due date for two consecutive billing cycles or for any four billing cycles in any 12-month period. The Delinquency APR will end after you make six consecutive timely payments.

**Note:** The credit terms disclosed above are subject to change at any time in accordance with the terms of your Bank Card Agreement, including applicable advance notice requirements, if any.

**Annual Card Maintenance:** Your annual credit limit will be \$300 and the following fees will appear on your first statement: Annual Fee of \$1.80, and an Account Opening Fee of \$28. After making your initial minimum monthly payment of \$28 following the receipt of your credit notice, your available credit will be \$141. You will be billed a Monthly Maintenance Fee of \$6.50 (\$78 per year), beginning when you make your first purchase. Your available credit may also be limited. From time to time, if you give your account number or card to a merchant that promotes advance subscriptions, such as a hotel, rental or car rental office. Such an subscription may limit your ability to make purchases and take cash advances on your account until the subscription is cancelled by the merchant and your available credit restored.

1975-SAS-E-300-4



**aspire**

PRESORTED  
STANDARD  
US POSTAGE  
PAID  
ASPIRE VISA

We think  
you **deserve**  
**more credit!**

▶ **YOU'RE PRE-QUALIFIED\***

\*SEE INSIDE FOR MORE DETAILS



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 27834 ATLANTA, GA

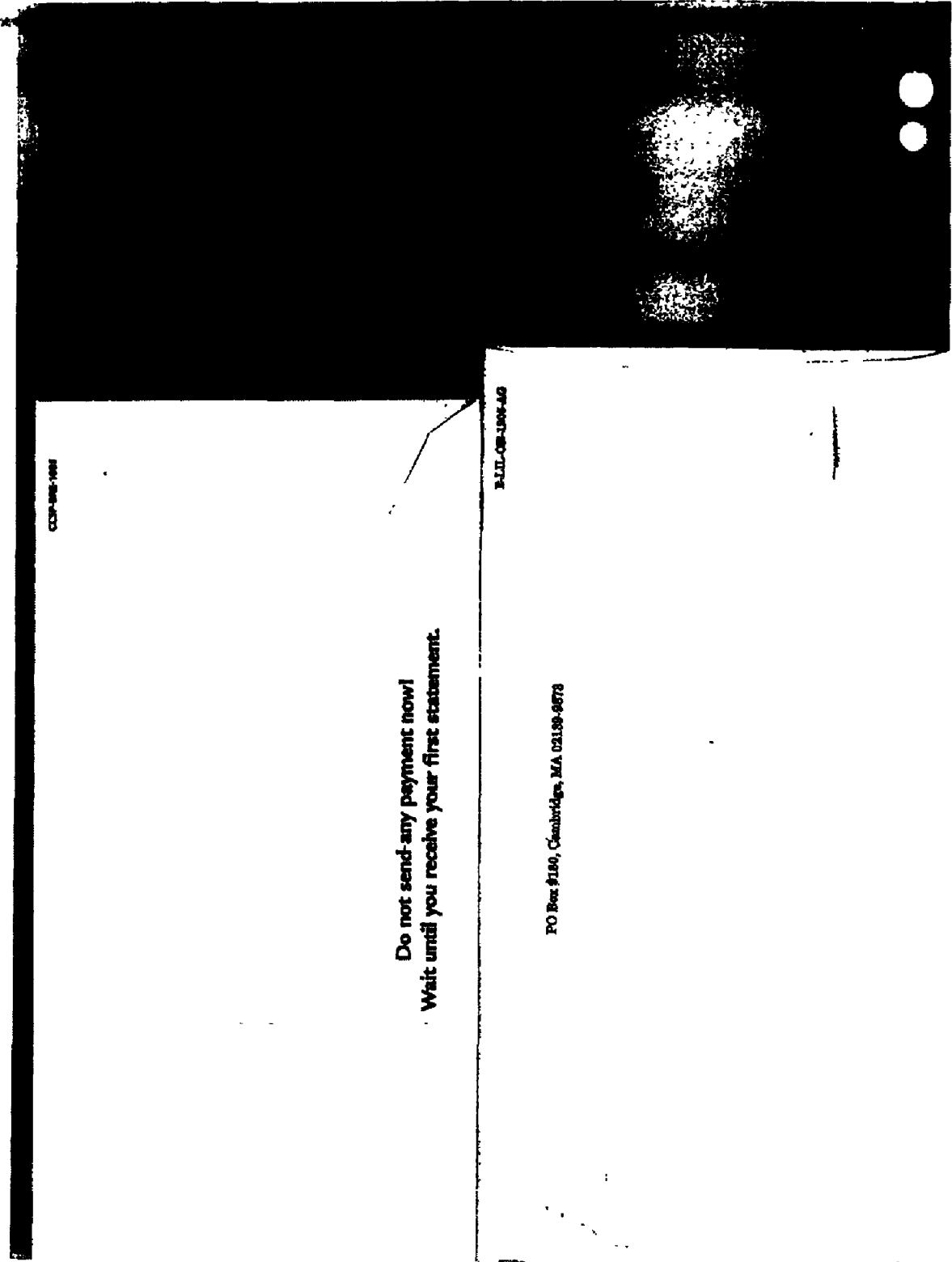
POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT CARD PROCESSING CENTER  
PO BOX 9180  
CAMBRIDGE MA 02139-9873



C-002169

Confidential Treatment Requested by Columbus Bank and Trust Company



CCP-08-1004

**Do not send any payment now!  
Wait until you receive your first statement.**

EJIL-08-1004-AG

PO Box 9190, Cambridge, MA 02139-0878

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

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**ATTACHMENT E**



**aspire**

Number of Cards: 1

Credit Line: 

Account Number: 

**Your New Aspire® Visa Gold® Card Has Arrived.....**

**To Begin Using it.....**

1. **Make your \$20 initial payment.\***  
Call toll-free 1-866-705-3585 to pay by phone OR mail a check or money order for \$20 in the enclosed postage-paid envelope. Please be sure to clearly write your 16-digit account number on the front of your check or money order.
2. **Allow 7-10 days for payment processing.**
3. **Call to verify receipt of your card.**  
Call toll-free 1-866-705-3585 from your home phone
4. **Your card is now fully activated and is ready to be used.**

**Activate Your Card Today!**

Aspire Visa offers you the chance to rebuild your credit\*\*. In addition, if you make your first 4 minimum monthly payments on time, you'll receive a credit line increase†.

**Thank you for choosing the Aspire Visa Card!**

See Summary of Terms and any additional disclosures on the back.

**To Activate: Detach and Return with Your Payment**

**aspire**



Payment Amount: \$20.00

To: Aspire Visa  
P.O. Box 23007  
Columbus, GA 31902-3007

When mailing your payment, please use the enclosed postage-paid envelope.

1 ENCLAVE MAIL TO 6 12001



00002000& 00002000&

**Summary of Terms**  
 Reflecting rates and terms as of NOVEMBER 15, 2004

Credit Limit	\$0	Late Payment Fee	\$	\$35
Annual Fee	\$150	Overdraft Fee		\$35
Account Opening Fee	\$0	Returned Check Fee		\$35
Account Maintenance Fee (per month)	\$7.50	Cash Advances Fee FINANCE CHARGE	5%	(\$5 annual)
Minimum Payment Percentage	6%			
Minimum Payment Amount	\$20			

Rate of Finance Charge	Margin	Monthly Pseudo Rate	Corresponding ANNUAL PERCENTAGE RATE	Maximum Monthly Pseudo Rate	Corresponding Minimum ANNUAL PERCENTAGE RATE
Purchase	15.99%	1.66%	20.25%	1.66%	19.79%
Purchase Delinquent	21.50%	2.18%	28.26%	2.18%	26.79%
Cash Advances	20.50%	2.04%	24.26%	2.06%	24.79%
Cash Advances Delinquent	25.50%	2.60%	31.25%	2.62%	30.79%

See your Bank Credit Card Agreement for other terms and conditions of your Alpha Visa Gold Account. Keep this Summary of Terms, which is part of your Agreement.

\* You agree that we may decline to authorize any transaction larger than the stipulation of any annual fee, account opening fee, or account maintenance fee, as applicable, or other fees and charges imposed by us pursuant to your Agreement, and you have made an initial minimum payment in full within 60 days of your account.

\*\* We will report your account performance to all three major credit bureaus. Your credit rating at each bureau will be based on your performance with all of your reported credit accounts, not just your Alpha Visa account.

† If Payments your del late without timely payments on time, and result a customer as good standing, you will receive a credit line increase by your next month of card membership. Additional credit line increases are subject to credit approval.

Alpha Visa accounts are issued by Columbus Bank and Trust Company and primarily serviced by CompuCard Corporation on behalf of Columbus Bank and Trust Company

**QUICK REFERENCE INFORMATION**

Customer Service: 1-866-616-6681

Payment Address:  
 Alpha Visa  
 P.O. Box 23007  
 Columbus GA 31902-3007

For ATM Locations: 1.800.THE.PLUS

**AUTOMATIC PAYMENT PLAN**

- Have your monthly payment debited automatically from your checking account.
- Never worry about a late payment.
- For more information call customer service.

**GREAT CARD FEATURES**

- Worldwide Acceptance
- Instant Cash Access
- Travel Accident Insurance
- Auto Rental Coverage
- Roadside Assistance



554617 (Rev. 10/04)

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

---

**ATTACHMENT F**



P.O. Box 9180  
Cambridge, MA 02139

633.1

M8

PRST STD  
U.S. POSTAGE  
PAID  
ASPIRE

## Claim your new gold card *today*

Invitation Number: 9999-999999999999  
John Q. Sample  
123 Main Street  
Anytown, US 12345-6789

No Annual Fee      No Application Fee  
Credit line up to:

**\$3,250**





# Visa® Gold Pre-Qualified\* Acceptance Certificate



Call 1-800-245-7741 for Faster Processing

Invitation Number 9999-999999999999  
John Q. Sample  
123 Main Street  
Anytown, US 12345-6789



No Annual Fee

No Application Fee

Credit line up to:

**\$3,250**

Accept online to get your card even faster: [www.AspireYes.com](http://www.AspireYes.com)

Yes, send my new Aspire Visa Gold card

Home Phone ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Social Security No \_\_\_\_\_

Date of Birth / / \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

You do not have to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying the credit extended to you.

Please return before date. April 18, 2005



M# N00008 633 I/D/B01/0202585

By signing, I request an Aspire Visa Gold card and ask that an account be opened for me. I certify that everything I have stated in this Acceptance Certificate is true and accurate to the best of my knowledge. I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" printed on the enclosed insert, which insert includes a discussion of arbitration applicable to my account, and is incorporated here by reference. I also understand that the Aspire Visa card will be issued by Columbus Bank and Trust Company.  
**NOTE:** This offer not valid for non-US residents and residents of Iowa, Wisconsin or Puerto Rico.

Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

SIGN ABOVE

383-CLD-CWO/APY-00A



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 27034 ATLANTA, GA

POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT CARD PROCESSING CENTER  
PO BOX 9180  
CAMBRIDGE MA 02139-9873



3

**aspire**

## Send for this gold card today

Just mail back the enclosed form or  
visit us at [www.AspireYes.com](http://www.AspireYes.com)



**YOU** have earned a new Aspire Visa® Gold card. It can be used at millions of places around the world, and it costs you nothing to send for your card.

- No deposit fee\*
- No application fee
- Great credit line!

Use your new credit card to buy the things you want right away, or to get money from most cash machines. Your card is a great value, too, because you get gold benefits like these, at no extra charge:

- Auto rental insurance†
- Extended warranty service†

To claim your card, mail back the enclosed certificate.

You do not pay a deposit fee, or any application fee. So it costs nothing to mail back the enclosed Acceptance Certificate today. Remember, you have been pre-qualified so why wait? Respond today.

Sincerely,

*Aspire Visa*™

More

\* See the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

† Certain restrictions, limitations and exclusions apply. Full terms and conditions will be provided when you receive your card.

†† Aspire Visa accounts are issued by Columbus Bank and Trust Company and primarily serviced by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

# Here's what you get with your new card

- ▶ **No deposit** – you do not have to send any money to get your Visa® Gold card
- ▶ **Great credit line** – up to the total on the Acceptance Certificate. Plus, as long as you are an active customer in good standing, we will review your account for increases periodically.
- ▶ **No finance charges on purchases\*** – for the first 25 days if you pay your balance in full each month by the payment due date.
- ▶ **Low monthly payments** – as low as 3% of your balance (minimum \$10).
- ▶ **\$250,000 Travel Accident Insurance** – when you charge plane, train, bus or other common carrier tickets to your Aspire Visa Gold card.†
- ▶ **Auto rental insurance** – covers your rental cars for collision or loss when the car is rented with your Visa Gold card.†
- ▶ **Travel emergency service** – offers 24 hour help and referrals for a wide range of medical, legal and travel needs!†
- ▶ **Warranty manager service** – doubles the original manufacturer's U.S. warranty up to an additional year on purchases made with your Aspire Visa Gold card.†

Just mail back the enclosed form

\* See the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and the Terms of Offer.  
This offer is subject to further review of financial information

† Certain restrictions, limitations and exclusions apply

3882.61 (U) TR.09/04



No Deposit Fee • Pre-Qualified • No Hassle

Aspire Visa

## TERMS OF OFFER

### • NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT

- By signing the Acceptance Certificate, you certify that the information provided is correct and you agree to comply with the Bank Credit Card Agreement ("Agreement") furnished with your card.
- Your Acceptance Certificate must be fully complete, accurate, and signed by you, and we must receive it on or before the date indicated on its face. If your Acceptance Certificate is received after the date indicated on its face, we may ask you to complete a separate application and evaluate the application independently under our standard credit criteria. You understand and agree that you cannot alter the terms of our offer. We can ignore and will not be obligated by any special instructions or conditions that you may include on or with your Acceptance Certificate.
- You must be at least 18 years of age.
- You authorize us to obtain a credit report on you from consumer reporting agencies for any legal purpose, including any update, extension of credit, review, or collection of your account. If you request, you will be informed whether any credit report was requested, and if so, the name and address of the consumer reporting agency furnishing this report.
- You agree to repay all amounts due under the Agreement that will be mailed to you.
- This offer is not transferable and is not available for a corporate account.
- This offer is not valid for non-U.S. residents or residents of Iowa, Wisconsin, Puerto Rico or other U.S. territories.
- Your initial credit limit will depend on how you meet our established income and credit standards.
- Your account will be governed by federal and Georgia law.
- To ensure that customers receive quality service, we randomly select phone calls for monitoring. These calls, between our customers and employees, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.
- You agree that we may communicate with you by electronic means using the electronic mail address provided to us on your Acceptance Certificate.
- **IMPORTANT — THE AGREEMENT YOU RECEIVE CONTAINS A BINDING ARBITRATION PROVISION. IF A DISPUTE IS RESOLVED BY BINDING ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR HAVE THE DISPUTE HEARD BY A JURY, TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PERMITTED UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF"), OR TO PARTICIPATE AS PART OF A CLASS OF CLAIMANTS RELATING TO SUCH DISPUTE. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY BE UNAVAILABLE IN ARBITRATION.** The arbitrator's decision may be final and binding. You may obtain the NAF's current code of procedure, rules and forms from any local NAF office, by visiting the NAF website at <http://www.arb-forum.org>, by calling 1-800-474-2371 or by writing the NAF at P.O. Box 50191, Minneapolis, MN 55405. Read the Arbitration Provision in your Agreement carefully.

**Notice to California Residents:** A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.

**Notice to Delaware Residents:** Finance charges not in excess of those permitted by law on the outstanding balances from month to month.

**Notice to Maryland Residents:** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

**Notice to New York Residents:** New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8866.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

### CUSTOMER IDENTIFICATION PROGRAM NOTICE

**Important Information about Procedures for opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

5674-1105-EP-0205

<b>Annual Percentage Rate (APR) for Purchases</b>	As of January 25, 2005, <b>29.99%*</b>
<b>Other APRs</b>	Cash Advance APR: 29.99% Delinquency APR for Purchases: 35.99% Delinquency APR for Cash Advances: 35.99% See explanation below**
<b>Variable Rate Information</b>	Your APR may vary The APR for Purchases is determined by adding 24.75% to the Prime Rate (defined below), but in no event will be less than 29.75%. The APR for Cash Advances is determined by adding 24.75% to the Prime Rate (defined below), but in no event will be less than 29.75%. The Delinquency APR for Purchases is determined by adding 30.75% to the Prime Rate but in no event will be less than 35.75%. The Delinquency APR for Cash Advances is determined by adding 30.75% to the Prime Rate but in no event will be less than 35.75%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day (or if not published on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.
<b>Grace Period for Repayment of the Balance for Purchases</b>	No less than 25 days
<b>Method of Computing the Balance for Purchases</b>	Average Daily Balance (including new purchases)
<b>Annual Fees</b>	Annual Fee: \$85 per year*
<b>Minimum Finance Charge</b>	None
<b>Transaction Fee for Purchases</b>	None
<b>Transaction Fee for Cash Advances, and Fees for Paying Late or Exceeding Your Credit Limit</b>	Transaction Fee for Cash Advances: 5% of the advance with a \$5 minimum Late Payment Fee: \$35 Over-Limit Fee: \$35
<b>Minimum Payment</b>	3% of New Balance with a \$10 minimum

\***Pre-Qualified Status.** In making this offer to you, we used credit information about you that we obtained from a consumer reporting agency. By the use of the term "Pre-Qualified," we mean that based upon the information contained in a prequalifying report provided to us by a consumer reporting agency, you satisfied the credit eligibility requirements for the credit product offered in this mailing. If we determine at the time you respond to the offer that you no longer satisfy the credit eligibility requirements that we previously established and you previously met, we may (i) consider you for an alternative card under the same terms as stated above, except as modified with a lower credit limit, maximum \$500, or (ii) not extend credit to you.

You have the right to prevent a credit-reporting agency from using information about you in its credit files in connection with transactions that you do not initiate. To exercise this right, notify the following reporting agencies: Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123, Experian Consumer Services, 901 W. Bond St., Lincoln, NE 68521, TransUnion LLC's Name Removal Option, P.O. Box 97328, Jackson, MS 39288-7328, or by calling 1 (888) 567-8688.

\*\*The Delinquency APR will apply in the event that you do not pay the required minimum payment by its due date for two consecutive billing cycles or for any four billing cycles in any 12-month period. The Delinquency APR will end after you make six consecutive timely payments. The credit terms disclosed above are subject to change at any time pursuant to the terms of your Bank Credit Card Agreement.

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

---

**ATTACHMENT G**



P.O. Box 9180  
Cambridge, MA 02139

PRST STD  
U.S. POSTAGE  
PAID  
ASPIRE

## Claim your new gold card *today*

Invitation Number: 9999-999999999999  
John Q Sample  
123 Main Street  
Anytown, US 12345-6789

No Annual Fee      No Application Fee  
Credit line up to:

**\$3,250**



Confidential Treatment Requested by Columbus Bank and Trust Company



# Visa® Gold Pre-Qualified\* Acceptance Certificate



Call 1-800-245-7741 for Faster Processing

Invitation Number: 9999-999999999999

John Q. Sample  
123 Main Street  
Anytown, US 12345-6789



No Annual Fee      No Application Fee  
Credit line up to:

## \$3,250

Accept online to get your card even faster: [www.AspireYes.com](http://www.AspireYes.com)

Yes, send my new Aspire Visa Gold card.

Please return before date: May 24, 2005



85 N0039 6341C3/363012899

### Protect your Aspire Visa Card Account

YES, I want to protect my Aspire Visa Card. Please enroll me in optional CardSafe. By providing my initials, I certify that I have read the Important CardSafe Disclosures, including program cost, on the back of the enclosed letter. I acknowledge that my purchase of CardSafe is optional, not required to obtain credit, and I may cancel at any time.

Initial Here \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Work Phone (\_\_\_\_) \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

You do not have to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying the credit extended to you.

By signing, I request an Aspire Visa Gold card and ask that an account be opened for me. I certify that everything I have stated in this Acceptance Certificate is true and accurate to the best of my knowledge. I have read and agree to be bound by the "Summary of Credit Terms" and "Terms of Offer" printed on the enclosed card, which insert includes a discussion of arbitration applicable to my account, and is incorporated here by reference. I also understand that the Aspire Visa card will be issued by Columbus Bank and Trust Company.

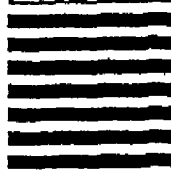
NOTE: This offer not valid for non-U.S. residents and residents of Iowa, Wisconsin or Puerto Rico

Signature \_\_\_\_\_ Date \_\_\_\_\_

804-CLD-CWO/APP-020



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



## BUSINESS REPLY MAIL

FIRST-CLASS MAIL      PERMIT NO. 27034      ATLANTA, GA

POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT CARD PROCESSING CENTER  
PO BOX 9180  
CAMBRIDGE MA 02139-9873



**aspire<sup>®</sup>**

## Send for this gold card today

Just mail back the enclosed form or  
visit us at [www.AspireYes.com](http://www.AspireYes.com)



**You** have earned a new Aspire Visa<sup>®</sup> Gold card. It can be used at millions of places around the world, and it costs you nothing to send for your card.

- No deposit\*
- No application fee
- Great credit line!\*\*

Use your new credit card to buy the things you want right away, or to get money from most cash machines. Your card is a great value, too, because you get gold benefits like these, at no extra charge:

- Auto rental insurance†
- Extended warranty service†

To claim your card, mail back the enclosed certificate.

You do not pay a deposit, or any application fee. So it costs nothing to mail back the enclosed Acceptance Certificate today. Remember, you have been pre-qualified so why wait? Respond today.

Sincerely,

*Aspire Visa<sup>™</sup>*

More

\* See the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information

\*\* Fifty percent of your initial credit limit will be available to you as soon as your card is activated. Provided that your account had been used and maintained in a satisfactory manner, your entire initial credit line will be available to you on the first day of the fourth month following your account opening date.

† Certain restrictions, limitations and exclusions apply. Full terms and conditions will be provided when you receive your card.

†† Aspire Visa accounts are issued by Columbus Bank and Trust Company and primarily serviced by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

*You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on the enclosed insert for more information about prescreened offers.*

GLD-CS-LTR-0305

Confidential Treatment Requested by Columbus Bank and Trust Company

C-000451

## Here's what you get with your new card

- ▶ **No deposit** – you do not have to send any money to get your Aspire Visa® Gold card.
- ▶ **Great credit line\*** – up to the total on the Acceptance Certificate. Plus, as long as you are an active customer in good standing, we will raise the amount as soon as we can.
- ▶ **No finance charges on purchases\*\*** – for the first 25 days if you pay your balance in full each month by the payment due date.
- ▶ **Low monthly payments** – as low as 3% of your balance (minimum \$10).
- ▶ **\$250,000 Travel Accident Insurance** – when you charge plane, train, bus or other common carrier tickets to your Aspire Visa Gold card †
- ▶ **Auto rental insurance** – covers your rental cars for collision or loss when the car is rented with your Visa Gold card. †
- ▶ **Travel emergency service** – offers 24 hour help and referrals for a wide range of medical, legal and travel needs! †
- ▶ **Warranty manager service** – doubles the original manufacturer's U.S. warranty up to an additional year on purchases made with your Aspire Visa Gold card. †

## Here's what you can add to your new card

- ▶ **Payment Protection** – This optional feature can stop or skip your monthly payment one to three months for qualified events. To add this important feature to your Aspire Visa card, simply initial the appropriate box located on your Acceptance Certificate. ††

Just mail back the enclosed form

\* Fifty percent of your initial credit limit will be available to you as soon as your card is activated. Provided that your account had been used and maintained in a satisfactory manner, your entire initial credit line will be available to you on the first day of the fourth month following your account opening date.

\*\*See the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

† Certain restrictions, limitations and exclusions apply

†† Important CardSafe Disclosures - CardSafe is an optional amendment to your Cardmember Agreement. Whether or not you purchase CardSafe will not affect your application for credit or the terms of any existing credit agreement you have with Columbus Bank and Trust Company. There is a monthly \$9.95 purchase price for CardSafe which will be billed directly to your new Aspire Visa account. You may cancel CardSafe within sixty (60) days from the CardSafe Cardholder Addendum enrollment date and receive a full credit of any billed CardSafe fee. We will give you additional information about this Debt Protection product before your payment due date. This information will include additional disclosures and a copy of the CardSafe Cardholder Addendum containing the terms of CardSafe. There are eligibility requirements, conditions and exclusions that could prevent you from receiving protection under the CardSafe Cardholder Addendum. CardSafe is not available in all states.

GLD-CS-LTR-0305

No Annual Fee • Pre-Qualified • No Hassle

Aspire Visa

#### TERMS OF OFFER

##### • NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT

- By signing the Acceptance Certificate, you certify that the information provided is correct and you agree to comply with the Bank Credit Card Agreement ("Agreement") furnished with your card. You agree that the terms of your account, including any of the terms discussed in this offer, may, at any time, be changed (including the addition or deletion of terms) in accordance with your agreement. Such changes may be based upon factors including, but not limited to, anti-fraud policies and procedures, behavior scoring, your credit history with us or with other creditors, and/or changes in this or other card programs or bank policy.
- Your Acceptance Certificate must be fully complete, accurate, and signed by you, and we must receive it on or before the date indicated on its face. If your Acceptance Certificate is received after the date indicated on its face, we may ask you to complete a separate application and evaluate the application independently under our standard credit criteria. You understand and agree that you cannot alter the terms of our offer. We can ignore and will not be obligated by any special instructions or conditions that you may include on or with your Acceptance Certificate.
- You must be at least 18 years of age.
- You authorize us to obtain a credit report on you from consumer reporting agencies for any legal purpose, including any update, extension of credit, review, or collection of your account. If you request, you will be informed whether any credit report was requested, and if so, the name and address of the consumer reporting agency furnishing this report.
- You agree to repay all amounts due under the Agreement that will be mailed to you.
- This offer is not transferable and is not available for a corporate account.
- This offer is not valid for non-U.S. residents or residents of Iowa, Wisconsin, Puerto Rico or other U.S. territories.
- Your initial credit limit will depend on how you meet our established income and credit standards. We reserve the right to change (to set, increase, decrease or remove) the credit limit for your account and/or for different types of account balances from time to time. Such changes may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, behavior scoring, your credit history with us or with other creditors and/or changes in this or other card programs or bank policy.
- Your account will be governed by federal and Georgia law.
- To ensure that customers receive quality service, we randomly select phone calls for monitoring. These calls, between our customers and employees, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.
- You agree that we may communicate with you by electronic means using the electronic mail address provided to us on your Acceptance Certificate.
- **IMPORTANT – THE AGREEMENT YOU RECEIVE CONTAINS A BINDING ARBITRATION PROVISION. IF A DISPUTE IS RESOLVED BY BINDING ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR HAVE THE DISPUTE HEARD BY A JURY, TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PERMITTED UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF"), OR TO PARTICIPATE IN FILE OF A CLASS OF CLAIMANTS RELATING TO SUCH DISPUTE. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY BE UNAVAILABLE IN ARBITRATION.** The arbitrator's decision may be final and binding. You may obtain the NAF's current code of procedure, rules and forms from any local NAF office, by visiting the NAF website at <http://www.arb-forum.org>, by calling 1-800-474-2371 or by writing the NAF at P.O. Box 50191, Minneapolis, MN 55405. Read the Arbitration Provision in your Agreement carefully.

**Notice to California Residents:** A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.

**Notice to Delaware Residents:** Finance charges not in excess of those permitted by law on the outstanding balances from month to month.

**Notice to Maryland Residents:** Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

**Notice to New York Residents:** New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8866.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

##### CUSTOMER IDENTIFICATION PROGRAM NOTICE

Important Information about Procedures for opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other

5/27/11 10:58 AM



**SUMMARY OF CREDIT TERMS**

Annual Percentage Rate (APR) for Purchases	As of February 25, 2008: <b>27.50%*</b>
Other APRs	Cash Advance APR: 29.99% Delinquency APR for Purchases: 33.50% Delinquency APR for Cash Advances: 35.99% See explanation below.**
Variable Rate Information	Your APR may vary. The APR for Purchases is determined by adding 22.00% to the Prime Rate (defined below), but in no event will be less than 27.50%. The APR for Cash Advances is determined by adding 25.00% to the Prime Rate (defined below), but in no event will be less than 29.99%. The Delinquency APR for Purchases is determined by adding 28.00% to the Prime Rate but in no event will be less than 33.50%. The Delinquency APR for Cash Advances is determined by adding 31.00% to the Prime Rate but in no event will be less than 35.99%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day (or the next published date on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.
Grace Period for Repayment of the Balance for Purchases	No less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual Fees	Annual Fee: \$0 per year
Minimum Finance Charge	None
Transaction Fee for Purchases	None
Transaction Fee for Cash Advances, and Fees for Paying Late or Exceeding Your Credit Limit	Transaction Fee for Cash Advances: 5% of the advance with a \$5 minimum Late Payment Fee: \$35 Over-Limit Fee: \$35
Minimum Payment	3% of New Balance with a \$10 minimum

**FRANCIS BERN & OPTIMUM NOTICE:** This "pre-approved" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you determine at the time you respond to the offer that you no longer satisfy the credit criteria that we previously established and you personally seek, we may (i) consider you for an alternative card under the same terms as stated above, except as modified below with respect to a higher alternative rate of finance charge and/or with a lower credit limit, maximum \$500, or (ii) not extend credit to you. If you do not want to receive pre-approved offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-6888 or write Equifax Consumer, P.O. Box 740123, Atlanta, GA 30374-0123, Experian Consumer Services, 901 W. Broad St., Jackson, NE 68521, TransUnion LLC's Name Removal Option, P.O. Box 97328, Jackson, MS 39208-7328.

\*The Delinquency APR will apply in the event that you do not pay the required minimum payment by its due date for two consecutive billing cycles or for any four billing cycles in any 12-month period. The Delinquency APR will end after you make six consecutive timely payments.

The credit terms disclosed above are subject to change at any time pursuant to the terms of your Bank Credit Card Agreement.

**Alternative Rates of Finance Charge**

Annual Percentage Rate (APR) for Purchases	As of February 25, 2008: <b>29.99%*</b>
Other APRs	Cash Advance APR: 29.99% Delinquency APR for Purchases: 35.99% Delinquency APR for Cash Advances: 35.99% See explanation above.**
Variable Rate Information	Your APR may vary. The APR for Purchases is determined by adding 24.75% to the Prime Rate (defined below), but in no event will be less than 29.75%. The APR for Cash Advances is determined by adding 24.75% to the Prime Rate (defined below), but in no event will be less than 29.75%. The Delinquency APR for Purchases is determined by adding 30.75% to the Prime Rate but in no event will be less than 35.75%. The Delinquency APR for Cash Advances is determined by adding 30.75% to the Prime Rate but in no event will be less than 35.75%. The Prime Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of <i>The Wall Street Journal</i> on the 25th day (or the next published date on the 25th, then on the date of the next publication following the 25th) of any of the three calendar months immediately preceding the month in which the Billing Cycle begins.

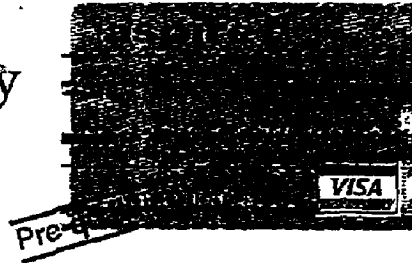
You have the right to prevent a credit-reporting agency from using information about you in its credit files in connection with consumer credit transactions that you do not initiate. To exercise this right, notify the following reporting agencies: Equifax Options, P.O. Box 740113, Atlanta, GA 30374-0113, Experian Consumer Services, 901 W. Broad St., Jackson, NE 68521, TransUnion LLC's Name Removal Option, P.O. Box 97328, Jackson, MS 39208-7328, or by calling 1 (888) 567-6888.

5674TUD5 BH-0405

aspire®

Send for this gold card today

Just mail back the enclosed form or  
visit us at [www.AspireYes.com](http://www.AspireYes.com)



**YOU** have earned a new Aspire Visa® Gold card. It can be used at millions of places around the world, and it costs you nothing to send for your card.

- No Annual Fee\*
- No application fee

Use your new credit card to buy the things you want right away, or to get money from most cash machines. Your card is a great value, too, because you get gold benefits like these, at no extra charge:

- Auto rental insurance†
- Extended warranty service†

You do not pay a deposit or any application fee. Remember, you have been pre-qualified. So why wait? Respond today.

Sincerely,

*Aspire Visa*™

More →

\* See the enclosed insert which is incorporated here by a reference to a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

† Certain restrictions, limitations and exclusions apply. Full terms and conditions will be provided when you receive your card.

†† Aspire Visa accounts are issued by Columbus Bank & Trust Company and primarily serviced by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See **PRESCREEN & OPT-OUT NOTICE** on the enclosed insert for more information about prescreened offers.

2192-CAS-E-LTR-OLC

Confidential Treatment Requested by Columbus Bank and Trust Company

C-000455

## Here's what you get with your new card

- ▶ No deposit – you do not have to send any money to get your Visa® Gold card.
- ▶ No finance charges on purchases\* – for the first 25 days if you pay your balance in full each month by the payment due date.
- ▶ Low monthly payments – as low as 3% of your balance (minimum \$10).
- ▶ \$250,000 Travel Accident Insurance – when you charge plane, train, bus or other common carrier tickets to your Aspire Visa Gold card.†
- ▶ Auto rental insurance – covers your rental cars for collision or loss when the car is rented with your Visa Gold card.†
- ▶ Travel emergency service – offers 24 hour help and referrals for a wide range of medical, legal and travel needs!†

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- ▶ ~~Warranty manager service – doubles the original manufacturer's U.S. warranty up to an additional year on purchases made with your Aspire Visa Gold card.†~~

Just mail back the enclosed form

\*See the enclosed insert which is incorporated here by a reference for a Summary of Credit Terms and the Terms of Offer. This offer is subject to further review of financial information.

† Certain restrictions, limitations and exclusions apply.

2192-CAS-E-LTR-OLC

Confidential Treatment Requested by Columbus Bank and Trust Company

C-000456

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants	)

---

**ATTACHMENT H**

Here's Your New Aspire Visa

Aspire

Number of Cards

Credit Line

Account Number

< >

\$ < >

< >

THANK YOU FOR CHOOSING THE <ASPIRE®> <VISA®> CARD.....

Call 1-800-123-4567 to Activate today!

Activate your <Aspire>\* <Visa> card today and begin to enjoy the following cardholder benefits

- Worldwide acceptance
- Instant Cash access
- Free additional cards
- Auto Rental Insurance
- Extended Warranty Service
- Automatic Travel Accident Insurance

Call to activate and start using your <Aspire> <Visa> Card to make purchases, pay bills, rent a car or get cash fast at a bank or ATM.

It's your credit – use it whenever and wherever you want!

\* We are Columbus Bank and Trust Company

(\*\*See Summary of Terms and any additional disclosures on the back)

aspire

YOUR NEW CARD HAS ARRIVED.....

Did you know you can use your new Aspire Visa to pay monthly bills like utilities, gym memberships, internet or cable services automatically? It's easy and convenient. Contact your service provider and ask if they accept Visa for bill payment. Put away your checkbooks, envelopes and stamps. Get started now with the easier way to pay bills!

For your protection, your card cannot be used until you call the toll-free number from your home phone to activate.

Activate Your Card Today!

Quick Reference Card

Follow these 3 Easy Steps to Activate:

1. Check the Name on your Card for accuracy
2. Call 1-800-123-4567 from your home phone to activate your card.
3. Remove the label from the card and Sign your new card

Toll-Free Activation: < >

Payment Address: < >

For ATM Locations: < >

aspire

Summary of Terms as of <February 27> 2002

Credit Line	◊	Delinquency Monthly Periodic Rate of Finance Charge	◊
Annual Fee	◊	(Corresponding Delinquency Annual Percentage Rate)	◊
Minimum Payment Percentage	◊	Delinquency Minimum Monthly Periodic Rate of Finance Charge	◊
Minimum Payment Amount	◊	(Corresponding Delinquency Minimum Annual Percentage Rate)	◊
Current Monthly Periodic Rate of Finance Charge (Corresponding Current Annual Percentage Rate)	◊	Margin	◊
Minimum Monthly Periodic Rate of Finance Charge (Corresponding Minimum Annual Percentage Rate)	◊	Delinquency Margin	◊
	◊		◊

See your Bank Credit Card Agreement for other terms and conditions of your <Brand> <Card type> account. Keep this Summary of Terms which is part of your Agreement.

Joe Consumer  
 123 Maple Avenue  
 Somewhere, Kentucky, 00000

Barcode

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

---

FEDERAL TRADE COMMISSION,	)
	)
Plaintiff,	)
	)
v	)
	)
COMPUCREDIT CORPORATION	)
and JEFFERSON CAPITAL	)
SYSTEMS, LLC,	)
	)
Defendants.	)

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**ATTACHMENT I**

**Read this Letter First!**

You've been selected for the  
Majestic Visa® Fresh Start Solution™.

Re: Your RJM Acquisitions Funding Account  
Amount Due: \$825.00  
Debt Description: Fingerhut

Dear

Your above referenced account has been placed by RJM Acquisitions Funding with us for collection.

Jefferson Capital Systems, LLC is pleased to provide you with an opportunity to satisfy this debt and enjoy the convenience and benefits of a new Visa card.

You've been selected for the Majestic Visa® Fresh Start Solution™.

Under this program, you'll have the opportunity to receive a no annual fee, unsecured Majestic Visa credit card account. To start the process, all you have to do is accept the enclosed offer.

When you accept the accompanying offer and are approved, the Amount Due shown above will be transferred to a new Majestic Visa account at a fixed 0% APR as the first transaction on the new account.

Please review the enclosed letter and the Condensed Bank Credit Card Agreement and Terms of Offer for detailed rate, fee and other information and for your Majestic Visa Acceptance Certificate.

Sincerely,

Jefferson Capital Systems, LLC

P.S. if you have any questions regarding this letter please contact us toll free at 1-888-659-9941. We can be reached Monday through Friday from 8:00 AM to 5:00 PM, Central Time.

Please see reverse side of this letter for important information regarding your right to dispute this debt and the effect of any such dispute on the accompanying card offer.



**IMPORTANT INFORMATION**

We are required under certain federal and state laws to notify you of the following rights. This notice does not contain a complete summary of the rights you have under federal and state laws

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request it from this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor

Your acceptance of the card offer described in the accompanying Majestic Visa letter prior to the expiration of the 30 day period for dispute described above will not extinguish your right to dispute all or part of the original debt. All disputes within the 30 day dispute period will be honored. If you notify Jefferson Capital Systems, LLC within the 30 day dispute period that you dispute the debt or any portion thereof, then (i) the accompanying card offer will be cancelled, (ii) any balance transfer made will be fully reversed and (iii) any payments that you have made to Majestic Visa will be returned to you.

If your debt is currently not within the applicable statute of limitations, then a lawsuit cannot be filed to collect the debt and your debt will not be reported to a credit bureau. If you accept the accompanying card offer and default on your new account in the future, legal action will again be an option, as well as negative credit reporting

Jefferson Capital Systems, LLC is solely responsible for this letter and future collection activities related to the outstanding balance of the account referenced on the front of this letter while the balance remains with Jefferson Capital Systems, LLC for collection. This communication is from a debt collector and is an attempt to collect a debt. Any information obtained may be used for that purpose.

Jefferson Capital Systems, LLC is not affiliated with Majestic Visa (Columbus Bank & Trust Company) and has no part in the decision of Majestic Visa to offer credit to you. No nonpublic personal information about you has been shared by Jefferson Capital Systems, LLC with Majestic Visa. The enclosed offer has been generated for you by Jefferson Capital Systems, LLC on behalf of Majestic Visa based on form letters and solicitation criteria provided to Jefferson Capital Systems, LLC by Majestic Visa.

**ADDITIONAL INFORMATION FOR NEW YORK CITY RESIDENTS:** New York City Department of Consumer Affairs License Number 1145210

**ADDITIONAL INFORMATION FOR COLORADO RESIDENTS:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.AGO.STATE.CO.US/CAB.HTM](http://WWW.AGO.STATE.CO.US/CAB.HTM).

**ADDITIONAL INFORMATION FOR NORTH CAROLINA RESIDENTS:** North Carolina Department of Insurance Permit Number 3854.

**ADDITIONAL INFORMATION FOR MINNESOTA RESIDENTS:** This collection agency is licensed by the Minnesota Department of Commerce

**ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgement. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov)

# YOU'RE PRE-APPROVED\* FOR THE NEW MAJESTIC® FRESH START SOLUTION™ AND VISA® CARD\*\*.

Dear

Want to give yourself a chance at a new beginning? Want to enjoy all of the conveniences of a no annual fee Visa card\*\*\*? If you do, then you may find that the Majestic® Fresh Start Solution™ is the answer. This new program offers a great opportunity for RJM Acquisitions Funding customers like you, who are serviced by Jefferson Capital Systems, LLC.

Now you can stop the collection calls on your old debt by transferring your Fingerhut debt of \$825.00 to a new Majestic Visa account at a great 0% APR for the life of the transferred balance.

### Here's How It Works:

Transferred Balance (Lifetime 0% APR)	\$825.00
Less: Your Suggested Payments Over 12 Months	\$272.00
Less: Special Debt Reduction Statement Credits***	\$247.00
New Balance After Your Suggested Payments and Special Credit	\$306.00
Pre-Approved* Majestic Visa Credit Limit:	\$346.00
Available Credit for Purchases and Cash Advances****	\$40.00

### Sign Up Today!

Get a new start with the Majestic® Fresh Start Solution™ and pre-approved unsecured Visa card. Soon you can enjoy all the convenience and benefits Visa has to offer. Call 1-888-859-9941 or return your Pre-Approved\* Visa Acceptance Certificate by July 18, 2005.

Sincerely,

*Majestic Visa*

- \* Subject to verification of your identity and the attached Terms of Offer. Please see the enclosed Cardmember Dark Credit Card Agreement and Terms of Offer for detailed eligibility, rules, fees and other restrictions.
- \*\* You will not receive a Majestic Visa card or be eligible for the special statement credit described above if (1) within 12 months of your account opening date, you are past due on any loan payments at any time, or (2) you are unable to pay a total of \$272.00, 80% of the transferred balance, on your account before your credit limit.
- \*\*\* You must pay a total of \$272.00 within twelve months of your account opening date, to qualify for the special statement credit. Credit will become available when your initial transferred balance is less than your credit limit. To make credit available faster, you can pay more than your required minimum monthly payment. While proper payments are posted immediately, we reserve the right to release credit only upon payment in full as we will. To speed the payment process, we make a convenient pay-by-phone service available to our customers. A small fee is charged when you use the optional payment method.
- † See the reverse side of your Jefferson Capital Systems letter for important information on Jefferson Capital Systems, LLC regarding your right to dispute your RJM Acquisitions Funding debt.
- ‡ The Majestic Visa Card is issued by Columbus Bank & Trust Company and serviced primarily by CompuCredit Corporation on behalf of Columbus Bank & Trust Company.

Please complete and return before **July 18, 2005**

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Annual Income\*: \$ \_\_\_\_\_  
 Current Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mother's Maiden Name: \_\_\_\_\_

You do not have to disclose alimony, child support or separate maintenance income, if you do not wish to have it considered as a base for repaying the Credit extended to you.

Yes, I request a Majestic Visa account and authorize the transfer of the balance from my old account to my new Majestic Visa account.

Initiation Number

By signing and returning this certificate, you accept a Majestic Visa card and ask that my account be opened for me and credit be extended. I have stated in the Acceptance Certificate to have read and accepted in the full of my knowledge, I have read and understand the terms of the "Cardmember Dark Credit Card Agreement" and "Terms of Offer" which constitute a disclosure of additional restrictions to my account, and to be responsible therefor. I also understand that the Majestic Visa Card will be issued by Columbus Bank and Trust Company and serviced primarily by CompuCredit Corporation. I understand that I am responsible for the timely repayment of my debt to my lender. I understand that I am responsible for the timely repayment of my debt to my lender. I understand that I am responsible for the timely repayment of my debt to my lender.

Signature \_\_\_\_\_ Date \_\_\_\_\_



UNITED STATES DISTRICT COURT

Northern

District of

Georgia

Federal Trade Commission

SUMMONS IN A CIVIL ACTION

V.

CompuCredit Corporation and  
Jefferson Capital Systems, LLC

CASE NUMBER

1:08-CV-1976

TO: (Name and address of Defendant)

Jefferson Capital Systems, LLC, Five Concourse Pkwy, Suite 400,  
Atlanta, Georgia 30328

SERVE J Anderson Davis, Registered Agent  
615 West First Street  
Rome, Georgia 30161

**YOU ARE HEREBY SUMMONED** and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Chris M. Couillou  
Federal Trade Commission  
225 Peachtree Street, NE, Suite 1500  
Atlanta, GA 30303

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

JAMES N. HATTEN

10 JUN 2008

CLERK

DATE

(By) DEPUTY CLERK

<b>RETURN OF SERVICE</b>		
Service of the Summons and complaint was made by me <sup>(1)</sup>	DATE	
NAME OF SERVER ( <i>PRINT</i> )	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served  <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein Name of person with whom the summons and complaint were left  <input type="checkbox"/> Returned unexecuted  <input type="checkbox"/> Other (specify)		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL \$0 00
<b>DECLARATION OF SERVER</b>		
<p style="text-align: center;">I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____  <span style="margin-left: 100px;">Date</span> <span style="margin-left: 200px;"><i>Signature of Server</i></span></p> <p style="text-align: center;">_____  <i>Address of Server</i></p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure

UNITED STATES DISTRICT COURT

Northern

District of

Georgia

Federal Trade Commission

SUMMONS IN A CIVIL ACTION

V

CompuCredit Corporation and  
Jefferson Capital Systems, LLC

CASE NUMBER:

1:08-CV-1976

TO: (Name and address of Defendant)

CompuCredit Corporation, Five Concourse Pkwy, Suite 400, Atlanta,  
Georgia 30328

SERVE. J Anderson Davis, Registered Agent  
615 West First Street  
Rome, Georgia 30161

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Chris M Coullou  
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JAMES N. HATTIN

CLERK

(By) DEPUTY CLERK

10 JUN 2008

DATE

<b>RETURN OF SERVICE</b>		
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<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL \$0 00
<b>DECLARATION OF SERVER</b>		
<p style="text-align: center;">I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct</p> <p>Executed on _____  <span style="margin-left: 100px;">Date</span> <span style="margin-left: 150px;"><i>Signature of Server</i></span></p> <p style="text-align: center; margin-top: 50px;">_____  <i>Address of Server</i></p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Federal Trade Commission

DEFENDANT(S)

CompuCredit Corporation and Jefferson Capital Systems, LLC

BBM

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Fulton (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, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Chris M. Coullou, Federal Trade Commission, 225 Peachtree Street, NE, Suite 1500, Atlanta, GA 30303, (404) 656-1353, ccoullou@ftc.gov

ATTORNEYS (IF KNOWN)

Pat Cipollone, Kirkland & Ellis LLP, 655 Fifteenth Street, NW, Washington, DC 20005, (202) 879-5036, pcipollone@kirkland.com

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) (FOR DIVERSITY CASES ONLY)

Table with columns for Plaintiff (PLF) and Defendant (DEF) citizenship options: 1 Citizen of this State, 2 Citizen of another State, 3 Citizen or subject of a foreign country, 4 Incorporated or principal place of business in this State, 5 Incorporated and principal place of business in another State, 6 Foreign Nation.

IV. 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 ANOTHER DISTRICT (Specify District), 6 MULTIDISTRICT LITIGATION, 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Federal Trade Commission Act, 15 U.S.C. §§ 41-58; Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692-1692p

(IF COMPLEX, CHECK REASON BELOW)

- 1 Unusually large number of parties, 2 Unusually large number of claims or defenses, 3 Factual issues are exceptionally complex, 4 Greater than normal volume of evidence, 5 Extended discovery period is needed, 6 Problems locating or preserving evidence, 7 Pending parallel investigations or actions by government, 8 Multiple use of experts, 9 Need for discovery outside United States boundaries, 10 Existence of highly technical issues and proof

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIVED, AMOUNT \$, APPLYING IFP, MAG. JUDGE (IF), JUDGE, MAG. JUDGE (if Referral), NATURE OF SUIT, CAUSE OF ACTION

BBM

480

15-1692

**VI. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

**CONTRACT - "0" MONTHS DISCOVERY TRACK**

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

**CONTRACT - "4" MONTHS DISCOVERY TRACK**

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

**REAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

**TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK**

- 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
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

**TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

**BANKRUPTCY - "0" MONTHS DISCOVERY TRACK**

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

**CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 444 WELFARE
- 440 OTHER CIVIL RIGHTS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other

**IMMIGRATION - "0" MONTHS DISCOVERY TRACK**

- 462 NATURALIZATION APPLICATION
- 463 HABEAS CORPUS- Alien Detainee
- 465 OTHER IMMIGRATION ACTIONS

**PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK**

- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se

**PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK**

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

**FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK**

- 610 AGRICULTURE
- 620 FOOD & DRUG
- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 630 LIQUOR LAWS
- 640 R.R. & TRUCK
- 650 AIRLINE REGS
- 660 OCCUPATIONAL SAFETY / HEALTH
- 690 OTHER

**LABOR - "4" MONTHS DISCOVERY TRACK**

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT RELATIONS
- 730 LABOR/MGMT REPORTING & DISCLOSURE ACT
- 740 RAILWAY LABOR ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL RET INC SECURITY ACT

**PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 820 COPYRIGHTS
- 840 TRADEMARK

**PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK**

- 830 PATENT

**SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK**

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XV1
- 865 RSI (405(g))

**FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK**

- 870 TAXES (U S Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

**OTHER STATUTES - "4" MONTHS DISCOVERY TRACK**

- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 810 SELECTIVE SERVICE
- 875 CUSTOMER CHALLENGE 12 USC 3410
- 891 AGRICULTURAL ACTS
- 892 ECONOMIC STABILIZATION ACT
- 893 ENVIRONMENTAL MATTERS
- 894 ENERGY ALLOCATION ACT
- 895 FREEDOM OF INFORMATION ACT
- 900 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
- 950 CONSTITUTIONALITY OF STATE STATUTES

**OTHER STATUTES - "8" MONTHS DISCOVERY TRACK**

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

**OTHER STATUTES - "0" MONTHS DISCOVERY TRACK**

- ARBITRATION (Confirm / Vacate / Order / Modify)

(Note. Mark underlying Nature of Suit as well)

**\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

**VII. REQUESTED IN COMPLAINT:**

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ \_\_\_\_\_

JURY DEMAND  YES  NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

**VIII. RELATED/REFILED CASE(S) IF ANY**

JUDGE \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1 PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT
- 2 SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT
- 3 VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4 APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE
- 5 REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6 COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S))

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED This case  IS  IS NOT (check one box) SUBSTANTIALLY THE SAME CASE

*John M. Coulter*  
SIGNATURE OF ATTORNEY OF RECORD

*June 19, 2008*  
DATE