



Business Gold Card
HAMILTONBERCHMAN
J BERT MAHONEY
Closing Date 10/14/12



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Account Ending 3-84000

New Balance **\$2,744.11**
Minimum Payment Due **\$2,269.84**
Includes the past due amount of \$980.73
Payment Due Date **11/08/12**

Late Payment Warning: If we do not receive at least the Minimum Payment Due by the Payment Due Date listed above, you may be assessed a late fee and your APR may be increased to a Penalty APR.

➔ See page 2 for important information about your account.

⚠ Your account is past due. Pay the past due amount **immediately**.

➔ **See Page 5 for Important Changes to Your Account Terms**

➔ **See Page 7 for Important Changes to the Arbitration provision**

MEMBERSHIP rewards® Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at www.americanexpress.com/rewards or call **1-800-AXP-EARN** (297-3276) for more information or to reinstate points. There is a \$35.00 fee for each month of points you want to reinstate.

Membership Rewards® Points

Available and Pending as of 09/30/12

46,984

For up to date point balance and full program details, visit [membershipeards.com](http://membershipewards.com)

Account Summary

Pay In Full Portion

Previous Balance	\$945.73
Payments/Credits	-\$0.00
New Charges	+\$1,254.11
Fees	+\$0.00
New Balance	= \$2,199.84

Pay Over Time Portion

Previous Balance	\$531.83
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$12.44
New Balance	= \$544.27
Minimum Due	\$70.00

Account Total

Previous Balance	\$1,477.56
Payments/Credits	-\$0.00
New Charges	+\$1,254.11
Fees	+\$0.00
Interest Charged	+\$12.44

New Balance	\$2,744.11
Minimum Payment Due	\$2,269.84

Days in Billing Period: 31

Customer Care



Pay by Computer
open.com/pbc

Customer Care
1-800-492-3344

Pay by Phone
1-800-472-9297



➔ See page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
Do not staple or use paper clips



Pay by Computer
open.com/pbc



Pay by Phone
1-800-472-9297

Account Ending 3-84000

Enter account number on all documents.
Make check payable to American Express.



J BERT MAHONEY
HAMILTONBERCHMAN
PO BOX 1015
OJAI CA 93024-1015

Payment Due Date
11/08/12

New Balance
\$2,744.11

Minimum Payment Due
\$2,269.84



Check here if your address or phone number has changed.
Note changes on reverse side.



AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

0000349990810181315 000274411000226984 10 H

New York residents may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

Payments
BOX 0001
LOS ANGELES CA
90096-8000

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



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New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
Total New Charges	\$1,254.11	\$0.00	\$1,254.11

Detail



J BERT MAHONEY

Card Ending 3-84000

			Amount
09/14/12	FRESHBOOKS FRESHBOOKWILMINGTON DE DIRECT MKTG INTERNET		\$29.00
09/17/12	1 800 CONTACTS 1 DRAPER UT 800-266-8228 Description DIRECT MARKET		\$133.98
09/23/12	COSTCO WHSE #0420 000XNARD CA 8059834200		\$477.15
09/24/12	TIME WARNER COMM 888-TWCABLE CA CABLE SVS		\$169.70
09/27/12	THE HOME DEPOT 1040 OXNARD CA 999-999-9999		\$40.33
09/29/12	ESPN ZONE LA L200505LOS ANGELES CA 213-8423036 FOOD/BEVERAGE \$96.78 TIP \$16.00		\$112.78
09/29/12	STARBUCKS CORP067710FILLMORE CA 800-7827282		\$11.45
09/30/12	STARBUCKS CORP173310LOS ANGELES CA 800-7827282		\$2.95
09/30/12	STARBUCKS CORP173310LOS ANGELES CA 800-7827282		\$4.60
09/30/12	LAZ PARKING CALIFORNLOS ANGELES CA PARKING LOT & GARAGE		\$12.00
10/01/12	ADAMSON AUTOMOTIVE 00JAI CA 805-646-4494 Description TOWING SVCS		\$57.38
10/04/12	FRESHBOOKS FRESHBOOKWILMINGTON DE DIRECT MKTG INTERNET Invoice 1922042 -		\$1.00
10/06/12	CHEVRON PAUL D. ROBIOJAI CA 8056462286 Description Price FUEL/MISCELLANEOUS \$65.40 001 UNL REG		\$65.40
10/08/12	VALERO 3754 000000000JAI CA 8056467564		\$60.01
10/10/12	GOOGLE *GOOGLE STORAGOGGLE.COM/CH CA PYMT SERVICE		\$2.49

Continued on reverse

Detail Continued

			Amount
10/12/12	THE OJAI BEVERAGE COOJAI 805-646-1700	CA	\$73.89

Fees

			Amount
Total Fees for this Period			\$0.00

Interest Charged

		Amount
10/14/12	Interest Charge on Pay Over Time Purchases	\$12.44
Total Interest Charged for this Period		\$12.44

2012 Fees and Interest Totals Year-to-Date

			Amount
Total Fees in 2012			\$188.83
Total Interest in 2012			\$33.61

Interest Charge Calculation

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Extended Payment Option	27.24% (v)	\$537.82	\$12.44
Total			\$12.44

(v) Variable Rate

Important Notice**Information on Pay Over Time Features**

You may have access to one or more Pay Over Time Features as part of your Card account. The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features. (v) indicates variable rate.

For Extended Payment Option, the APR is 27.24% (v).

Please refer to page 2 for further important information regarding your account

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Account Ending 3-84000

Summary of changes

The following is a summary of changes to important terms of your account. The detailed changes to your Cardmember Agreement appear on the reverse side of this page.

Statement Copy Fee

We are removing the fee for copies of billing statements you request. This fee was \$5.00 for each statement requested, except for the three most recent statements.

**Additional Cards
(also referred to as
Employee Cards)**

We are clarifying that the terms Employee Cards and Additional Cards are used interchangeably. All provisions in the Cardmember Agreement that apply to Additional Cards also apply to Employee Cards. We are also clarifying responsibility under the Cardmember Agreement for charges made by Additional Cardmembers on the Account.

See the reverse side for the detail of changes to your Cardmember Agreement.

Important Changes to Your Account Terms

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement governing the account (the "Agreement"). This notice formally amends the Agreement as described below. These changes apply to existing and future balances on your account. Any terms in the Agreement conflicting with these changes is replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

Statement Copy Fee

In the *How Rates and Fees Work* table, in Part 1 of your Cardmember Agreement, the *Statement Copy* row is deleted.

Additional Cards

Effective immediately, the *Additional Cardmembers* row in Part 2 of your Cardmember Agreement is renamed *Additional Cardmembers (also referred to as Employee Cardmembers)* and the following is added to the end of the row:

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

Effective January 1, 2013, the third sentence of the *About your Cardmember Agreement* row, in Part 2 of your Cardmember Agreement, is deleted and replaced with:

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Effective January 1, 2013, the *Promise to pay* row, in Part 2 of your Cardmember Agreement, is amended by removing the last two sentences.



Changes to the Arbitration Provision

We are making changes to the process for resolving legal claims to provide more options. See the summary of our new process below and the detailed language on the following pages for more on these changes.

Summary of New Claims Resolution Provision (including Arbitration) Effective January 1, 2013

First, if you have an issue or dispute, please contact our Customer Service Department at the number listed on the back of your card. They are able to resolve most issues and disputes.

Second, before initiating a mediation, arbitration or litigation, we ask that you send a Claim Notice to: American Express ADR c/o CT Corporation System, 111 8th Ave., New York, NY 10011. For a sample Claim Notice form, go to americanexpress.com/claim.

Third, you may now mediate your claim prior to initiating an arbitration or litigation. In mediation, a neutral mediator helps to resolve your claim.

Fourth, our Claims Resolution provision includes an arbitration provision. This means that either you or we may choose to have an arbitrator decide any claim instead of having the claim decided by a court. However, **you may reject the arbitration provision** if you notify us in writing prior to February 15, 2013.

Rejecting arbitration: If you reject the arbitration provision, it will not apply to you, except for any claims subject to litigation or arbitrations pending at the time you send your rejection notice. Also, your rejection will apply to the arbitration provision in any other American Express Card accounts you may have, except for Corporate Card accounts. It will have no other effect on your ability to use your card or the service you have with American Express.

How to reject arbitration: You must send us a rejection notice by **February 15, 2013**, that contains your:

- name
- address
- account number(s)
- signature

Mail your rejection notice to American Express, P.O. Box 981556, El Paso, TX 79908. For a sample form, go to americanexpress.com/reject. You are not required to use the sample form.

See the reverse side and subsequent pages for the detail of changes.

Important Changes to Your Account Terms

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement governing your Account (the "Agreement"). This notice formally amends the Agreement as described below. These changes apply to existing and future balances on your Account. Any terms in the Agreement conflicting with these changes is replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with Additional Cardmembers on your Account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

Effective January 1, 2013, the *Arbitration* provision in the Cardmember Agreement is replaced with the following:

CLAIMS RESOLUTION

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase, or by February 15, 2013, whichever is later. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.



Business Gold Card

HAMILTONBERCHMAN
J BERT MAHONEY
Closing Date 10/14/12



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Account Ending 3-84000

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (**FAA**).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79908. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase, or by **February 15, 2013**, whichever is later. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



OPEN SavingsSM Summary

Prepared For
J BERT MAHONEY
HAMILTONBERCHMAN

Account Ending
3-84000

Savings this Billing Period	Savings Since January 2012
0.00	0.00

To start saving today, visit www.open.com/opensavings and learn more about the OPEN Savings program and participating merchants