

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JOHN MEEHAN, *on behalf of himself and all*)
similarly situated individuals,)

Plaintiff,)

v.)

CAPITAL ONE, N.A.,)

Defendant.)

Civil Action No. 1:22-cv-1073

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by the parties and their counsel as of May 5, 2023, in the case captioned *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, pending in the United States District Court for the Eastern District of Virginia. It is submitted to the Court for approval pursuant to Federal Rule of Civil Procedure 23.

1. **RECITALS**

WHEREAS, on September 21, 2022, Named Plaintiff John Meehan brought a proposed class action in the United States District Court for the Eastern District of Virginia (the “Litigation”), alleging that Capital One, N.A. (“Defendant”) violated the Electronic Fund Transfer Act, 15 U.S.C. §§ 1693, *et seq.* (“EFTA”) by, among other things, holding liable the Named Plaintiff and the putative class members for unauthorized debit card transactions;

WHEREAS, following discovery and depositions, the Named Plaintiff proposed three class claims, alleging that Defendant: (1) failed to investigate the Named Plaintiff’s and the putative class members’ disputes of unauthorized debit card use, in violation of 15 U.S.C. § 1693f(a); (2) held liable the Named Plaintiff and the putative class members for transactions involving unauthorized debit card use, in violation of 15 U.S.C. § 1693g; and (3) failed to provide the Named Plaintiff and the putative class members with sufficient notice explaining Defendant’s reasons for denying the Named Plaintiff’s and the putative class members’ disputes, in violation of 15 U.S.C. § 1693f(d);

WHEREAS, Defendant denies each allegation of wrongful conduct and damages made by the Named Plaintiff; Defendant has numerous defenses to the Named Plaintiff’s claims; Defendant disclaims any wrongdoing or liability; and Defendant further denies that this matter satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23;

WHEREAS, this Settlement Agreement has been reached after the parties exchanged discovery and documents, testimony, and information relevant to the Named Plaintiff's claims, and it is the product of sustained, arm's-length settlement negotiations and a formal mediation before the Honorable Diane M. Welsh (Ret.);

WHEREAS, the Named Plaintiff and Defendant recognize that the outcome of this matter is uncertain and that a final resolution through the litigation process would require protracted adversarial litigation and appeals, substantial risk and expense, the distraction and diversion of Defendant's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims; and the Named Plaintiff, Defendant, and their respective counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement; and

WHEREAS, the parties believe that this Settlement Agreement is fair, reasonable, and adequate in its resolution of the claims brought because it: (1) provides for certification of a "Settlement Class," even though Defendant maintains that certification of any class for trial purposes would not be proper under Federal Rule of Civil Procedure 23; (2) provides that Capital One will implement training and policy changes to ensure ongoing compliance with the EFTA; (3) provides for an automatic monetary payment to the Settlement Class Members; and (4) provides for a claims process through which the Settlement Class Members may obtain additional relief, all in exchange for releases tailored to the specific claims made against Defendant;

NOW, THEREFORE, without: (1) any admission or concession on the part of the Named Plaintiff of the lack of merit of the Litigation; or (2) any admission or concession of liability or wrongdoing or the lack of merit of any defense by Defendant, it is hereby stipulated and agreed by the undersigned on behalf of the Named Plaintiff, the Settlement Class, and Defendant that this matter and all claims of the Settlement Class be settled, compromised, and dismissed on the merits

and with prejudice as to Defendant, subject to Court approval, as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

The recitals above are true and accurate and are a part of this Settlement Agreement.

2. **DEFINITIONS**

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

2.1 “Automatic Claimant” is a Settlement Class Member who disputed to Defendant one or more Multi-dispute Claims.

2.2 “Automatic Payment Fund” means the fund that will be used to provide automatic payments to each Settlement Class Member, as described in Sections 4.3.1 and 4.3.1.1.

2.3 “Multi-dispute Claim” means a claim submitted to Capital One where a customer disputed five or more card-present, customer-in possession debit card transactions as being unauthorized but was denied reimbursement as to some or all of the disputed transactions.

2.4 “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Section 4.2.5.

2.5 “Claim” means a claim that a member of the Settlement Class may submit pursuant to the process described in Section 4.3.1.2.

2.6 “Claim Form” means the form that a member of the Settlement Class may submit in order to assert a Claim to the Claims Fund, attached as **Exhibit D**.

2.7 “Claims Fund” means the fund that will be used to make payments to Class Members described in Section 4.3.1.

2.8 “Claim Submission Deadline” means one hundred fifty-one (151) days after the Court enters the Preliminary Approval Order.

2.9 “Class Counsel” means Kristi Kelly, Andrew Guzzo, Casey Nash, and J. Patrick McNichol of Kelly Guzzo, PLC, representing the Named Plaintiff, and if approved by the Court, the Settlement Class.

2.10 “Class List” or “List” means the list of class members of the Settlement Class that will be generated by Defendant and verified by Class Counsel, as further described in Section 4.2.1.

2.11 “Court” means the United States District Court for the Eastern District of Virginia where this Litigation is pending.

2.12 “Defendant” means Capital One, N.A.

2.13 “Effective Date” means the date on which a Judgment for the Settlement Class becomes final for all purposes because either: (a) no objection has been made to the settlement and no party has sought to intervene; (b) if any objection or motion to intervene was made, no appeal has been filed and thirty (30) days have lapsed since entry of the Final Judgment and Order; or (c) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of the settlement.

2.14 “Escrow Account” means an interest-bearing account at a financial institution to be identified by Class Counsel and approved by Defendant in which the Settlement Fund shall be deposited.

2.15 “EFTA” means the federal Electronic Fund Transfer Act, 15 U.S.C. §§ 1693 *et seq.*

2.16 “Funding Date” means five (5) business days from the Effective Date

2.17 “Final Approval Hearing” is the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate.

2.18 “Settlement Class” or “Settlement Class Members” means all persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21,

2021 through February 27, 2023, disputed to Defendant as unauthorized one or more Multi-dispute Claims. The Settlement Class does not include Defendant's officers, directors, and employees; Defendant's attorneys; the Named Plaintiff's attorneys; and any Judge overseeing or considering the approval of the settlement together with members of their immediate family and any judicial staff or anyone not on the Class List identified in Section 4.2.1.

2.19 "Settlement Class Notice Plan" means the plan for providing notice of this settlement to the Settlement Class under Federal Rules of Civil Procedure 23(c)(2)(A) and (e)(1), as set forth in Section 4.2.3.

2.20 "Settlement Class Released Claims" means those claims that the Settlement Class Members are releasing, as set forth in Section 4.4.

2.21 "Settlement Class Website" means the Internet website to be established by the Settlement Administrator, as part of the Settlement Class Notice Plan, as set forth in Section 4.2.3.

2.22 "Final Judgment" or "Final Judgment and Order" means a final judgment and order of dismissal entered by the Court in this Litigation, granting final approval of this Settlement Agreement (including addressing Class Counsel's request for attorneys' fees, costs, and other expenses and Named Plaintiff's request for a Service Award), and entering Judgment according to the terms in this Settlement Agreement. A draft form of the Final Approval Order is enclosed as **Exhibit A**, but is subject to change should the Court not approve certain proposed terms of the Settlement.

2.23 "Litigation" means *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, pending in the United States District Court for the Eastern District of Virginia.

2.24 "Named Plaintiff" means John Meehan.

2.25 “Notice” means the notice (in a form substantially similar to that attached as **Exhibit B** and approved by the Court) that will be emailed or mailed to the Settlement Class, as further described in Section 4.2.3.

2.26 “Party” and “Parties” mean the Named Plaintiff, the Settlement Class, and Defendant.

2.27 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order preliminarily approving the Settlement Class, preliminarily approving the proposed settlement, approving and directing the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel. A draft form or the Preliminary Approval Order is enclosed as **Exhibit C**, but is subject to change should the Court not approve certain proposed terms of the Settlement.

2.28 “Released Parties” means Defendant and its predecessors, successors, and assigns, as well as each of their present and former members, principals, partners, officers, directors, control persons, employees, insurers, shareholders, representatives, and attorneys.

2.29 “Service Award” means the one-time payment to the Named Plaintiff, for the time and resources that he has put into representing the Settlement Class, as set forth in Section 5.3.

2.30 “Settlement Administrator” means, subject to Court approval, Continental DataLogix, LLC.

2.31 “Settlement Agreement” means this Settlement Agreement and Release, including all attached Exhibits.

2.32 “Settlement Fund” means the monetary relief which Defendant has agreed to provide for the benefit of the Settlement Class, as further described in Section 5.1.

3. PRELIMINARY APPROVAL

3.1 Preliminary Approval Order

As soon as reasonably practicable, the Named Plaintiff shall file with the Court a Motion for Preliminary Approval of the Proposed Settlement; Conditional Certification of the Settlement Class, Appointment of Class Counsel; Approval and Direction of the Settlement Class Notice Plans; and Appointment of the Settlement Administrator. The Motion shall seek entry of an Order, substantially in the form of **Exhibit C**, that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) preliminarily certify a settlement class under Federal Rule of Civil Procedure 23(b)(3), comprised of the Settlement Class Members;
- c) appoint the Named Plaintiff and Class Counsel to represent the Settlement Class;
- d) approve the proposed Settlement Class Notice Plan, including the form of Notice substantially similarly to that attached as **Exhibit B**; and
- e) appoint the Settlement Administrator.

3.2 Class Certified for Settlement Purposes Only

Defendant contends that this Litigation, and each of the respective classes alleged therein, could not be certified, for trial purposes, as a class action under Federal Rule of Civil Procedure 23. Nothing in this Settlement Agreement shall be construed as an admission by Defendant that this Litigation or any similar case is amenable to class certification for trial purposes. To the contrary, Defendant and its affiliates believe that certification of the Settlement Class through a contested motion for class certification in the non-settlement context would be improper. Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the conditionally-certified, tentative Settlement Class

if final approval of this Settlement Agreement is not obtained or not upheld on appeal, including review by the Supreme Court of the United States, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 7.

4. SETTLEMENT CLASS

4.1 Certification of Settlement Class

4.1.1 Class Definition

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Named Plaintiff and Defendant agree to seek certification of a Settlement Class in the Litigation, which shall be defined as:

All persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21, 2021 through February 27, 2023, disputed to Defendant one or more Multi-dispute Claims.

There are approximately 3,330 Settlement Class Members, who are currently identified on the Class List referenced in Section 4.2.1.

4.2 Settlement Class Notice Plan

4.2.1 Class List of Settlement Class Members

Within ten days after Preliminary Approval, the Class List will be provided to Class Counsel and Settlement Administrator, which will include the following information for each Settlement Class Member:

- a) the Settlement Class Member's name;
- b) the Settlement Class Member's last known postal address;
- c) the Settlement Class Member's date of birth;
- d) the Settlement Class Member's e-mail address used to open or receive information regarding his or her accounts with Defendant; and

e) an itemization of the Multi-Dispute Claim(s), including the dollar amount and merchant name.

The Named Plaintiff, Class Counsel, and the Settlement Class hereby acknowledge and agree that Defendant is providing the information referenced in this Section to Class Counsel and the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendant's inclusion of these individuals' personal information during this process is in no way an admission of liability by Defendant with respect to these individuals. If the settlement is terminated for any of the reasons identified in Section 7, the Named Plaintiff and Class Counsel shall immediately destroy any and all copies of the information referenced in this Section and any materials the Named Plaintiff or Class Counsel gathered in connection with the lists referenced above. The provisions regarding the compilation and treatment of the lists referenced above are material terms of this Settlement Agreement.

4.2.2 Court Appointment and Retention of Settlement Administrator

At the Preliminary Approval hearing, the parties will propose that the Court appoint the Settlement Administrator, as defined above. The Settlement Administrator's responsibilities shall include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining a Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, directing the mailing of payments to the Settlement Class Members, and any other tasks reasonably required to effectuate Settlement. The Settlement Administrator will provide monthly updates on the status of disbursements and cashed checks to the parties' counsel.

4.2.3 Settlement Class Notice

The Named Plaintiff, Defendant, and the Settlement Administrator have agreed that they will jointly recommend the Notice, substantially in the form attached as **Exhibit B**, to the Court

for approval. After the Court enters Preliminary Approval and within twenty-one (21) days of receiving the Class List from the parties, the Settlement Administrator will send the Notice via electronic mail and regular mail. Prior to mailing, the Settlement Administrator shall utilize the U.S. Postal Office's National Change of Address System.

For up to sixty (60) days following the mailing of the Notice via U.S. Mail (if applicable), the Settlement Administrator will re-mail the Notice via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address.

A reminder email and postcard notice will be sent to all Settlement Class Members who have not yet submitted a Claim Form sixty (60) days following the initial electronic and regular mail notice.

No later than forty-five (45) days before the Final Approval Hearing, the Settlement Administrator will file proof of the mailing of the Notice with the Court. Neither the parties nor the Settlement Administrator will have any further obligation to send notice of the settlement to the Settlement Class Members.

4.2.4 Settlement Website

The Settlement Administrator also will create and maintain the Settlement Class Website to be activated no later than five (5) days prior to the mailing of the Notice described above. The Settlement Administrator's responsibilities will also include securing an appropriate URL. Before procuring an appropriate URL, the Settlement Administrator must first obtain approval of the URL

from both Class Counsel and Defendant. The URL shall not contain the name “Capital One.” The Settlement Class Website will post important settlement documents, such as the operative Complaint, the Notice, the Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Class Website will include a portal for Settlement Class Members to obtain their unique Claim Form, a section for frequently-asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Judgment and Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed.

The Settlement Administrator will terminate the Settlement Class Website either: (1) one hundred twenty-seven (127) days after the Effective Date; or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

4.2.5 CAFA Notice

The Parties agree that the Defendant shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court.

4.2.6 Costs and Expenses

Defendant has agreed to pay for Notice and Administration separate from any consideration provided to Settlement Class Members.

4.3 Settlement Consideration

4.3.1 Settlement Class Monetary Relief

The Settlement Fund shall be divided into two payment funds between the Settlement Class Members. The first fund, the “Automatic Payment Fund,” will consist of five hundred thousand dollars (\$500,000.00). The Automatic Payment Fund shall be used to make automatic payments to each Settlement Class Member, as outlined in Section 4.3.1.1. The second fund, the “Claims

Fund,” will consist of up to two million eight hundred and eighty thousand seven hundred and fifty-two dollars and forty-six cents (\$2,888,752.46), depending on the dollar value of valid Claim Forms are submitted and approved. The Claims Fund shall be used to make payments to each Settlement Class Member who timely submits a Claim Form not denied by Defendant.

4.3.1.1 Automatic Payments to Settlement Class Members

Each Settlement Class Member is entitled to a *pro rata* portion of the total amount in the Automatic Payment Fund. Distributions shall be made pursuant to the Payment Schedule set forth at Section 5.3.1.

4.3.1.2 Claims Process for Actual Damages Payment

In addition to payments from the Automatic Payment Fund, each Settlement Class Member is eligible to apply for a payment from the Claims Fund in the amount of the Multi-Dispute Claim (s) during the class period. Specifically, a Settlement Class Member can potentially receive a payment from the Claims Fund by identifying transactions on his or her individualized Claim Form representing the unauthorized transactions for which, during the class period, they attest, under penalty of perjury, were unauthorized and not reimbursed by Defendant following notice to Defendant.

4.3.1.2.1 Claim Forms

The Settlement Administrator shall provide to each Settlement Class Member a customized Claim Form which lists each transaction within the Multi-Dispute Claim(s) disputed to Defendant, during the class period, as unauthorized. To assert a Claim, a Settlement Class Member must submit a completed Claim Form and certify, under penalty of perjury, that the information contained in the Claim Form is accurate to the best of his or her knowledge, information, and belief, and that the identified transactions were, in fact, unauthorized. The Claim Form must be signed by each Settlement Class Member. A Claim Form (or resubmitted Claim Form) shall be

deemed to have been submitted timely when the Claim Form is postmarked by the USPS or other expedited mail service on or before the Claim Submission Deadline.

4.3.1.2.2 Processing of Claim Forms

The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any Claim when the Claim Form is not submitted timely (subject to the approval process in Section 4.3.1.2.5), is not certified under the penalty of perjury, is not completed in full, or is not signed by the Settlement Class Member. For any Claim Forms that are incomplete, the Settlement Administrator shall reach out to the consumer to provide the consumer an opportunity to complete the Claim Form.

Within sixty (60) days of the Claim Submission Deadline, Defendant may deny a Settlement Class Member's identification of unauthorized transactions in accordance with the procedure set forth in Section 4.3.1.2.3.

4.3.1.2.3 Defendant's Process for Denying Submitted Claim Forms

In the event Defendant denies any aspect of a Claim Form following a determination that certain disputed transactions were, in fact, authorized by the Settlement Class Member or otherwise not compensable under the EFTA. Defendant will identify those Claim Forms and provide a list to Class Counsel with an explanation and supporting information regarding the investigation that led to the denial(s). Within fourteen days upon receipt of the information, Defendant will confer with Class Counsel in good faith regarding any Claim Form denial Class Counsel seeks to challenge. Any Claim Form denial that is not challenged by Class Counsel is presumptively denied after fourteen (14) days of Defendant identifying the Claim Form and providing the supporting documents to Class Counsel.

If Defendant maintains a denial decision, and following consultation with Class Counsel as to any challenged denials, the Settlement Administrator, within seven (7) days, shall provide

written notice to the Settlement Class Member who submitted the form, by first class mail or electronic mail if available, with an electronic copy to Class Counsel and Defendant's Counsel, stating: (a) that the claim was denied by Defendant in whole or in part ; (b) Defendant's reason(s) for its determination; and (c) that the submitting person's claim for actual damages has not been waived and that the statute of limitations for any claim of actual damages will remain tolled until entry of Final Judgment. A list of these individuals will be provided as an exhibit to the Final Approval Order.

4.3.1.2.4 Untimely Claim Forms

With the written agreement of Class Counsel and Defendant's Counsel, the Settlement Administrator may allow a Claim Form postmarked after the Claim Submission Deadline.

4.4 Settlement Class Release

4.4.1 Release of Claims

Upon the Effective Date, each member of the Settlement Class who has not validly excluded himself or herself, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before the Effective Date whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which he or she ever had or now has under the EFTA, state equivalents, or common law resulting from, arising out of, or regarding Defendant's alleged: (a) failure to provide the Settlement Class with an explanation of its decision to deny their disputes of unauthorized use; (b) failure to

investigate the Settlement Class Members' disputes of unauthorized use; and (c) decision to hold the Settlement Class Members liable for unauthorized transactions (the "Released Claims").

Subject to the Court's approval, the Settlement Class Members' Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class Member never received actual notice of the settlement prior to the Final Approval Hearing, never submitted a Claim Form, or never cashed a check received in connection with this settlement.

4.4.2 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

4.4.3 Opt-Out from the Settlement Class

4.4.3.1 Requests for Exclusion

All Settlement Class Members shall be given the opportunity to opt out of the Settlement Class by submitting a "Request for Exclusion." All Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than thirty (30) days before the Final Approval Hearing. To be valid, a Request for Exclusion must be personally signed and either in the form of in the form of **Exhibit E** or another email or letter and must include: (1) the individual's name, address and telephone number; and (2) a statement substantially to the effect that: "I request

to be excluded from the Settlement Class in *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, United States District Court, Eastern District of Virginia.”

Notwithstanding the foregoing, no person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion of any other person within the Settlement Class.

4.4.3.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than ten days after they are received by the Settlement Administrator. No later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel (with a copy to Defendant), who shall file it with the Court, a declaration verifying that notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

4.4.3.3 Effect of Opt-Out from the Settlement Class

All individuals within the Settlement Class who timely submit a valid Request for Exclusion will, subject to Court approval, exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual claims he or she claims to have against Defendant. Any such individual within the Settlement Class who so opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

4.4.3.4 Objections from the Settlement Class Members

Any Settlement Class Member who has not previously opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the objection in writing with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing and must concurrently serve the objection on the Settlement Administrator. The objection must

include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Section shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

5. SETTLEMENT FUND

5.1 Settlement Fund

By the Funding Date, Defendant agrees to fund the Settlement Fund in the amount of: (1) \$500,000 for the Automatic Payment Fund to Settlement Class Members; and (2) the aggregate value of approved Claims not to exceed two million eight hundred and eighty-eight thousand seven hundred and fifty-two dollars and forty-six cents (\$2,888,752.46). Defendant shall deposit this amount in the Escrow Account. Defendant shall also separately pay all costs of Notice and Administration and any amounts of attorneys' fees, costs, and the Named Plaintiff's Service Award to the extent those amounts are approved by the Court.

5.2 Settlement Fund Tax Status

5.2.1 The Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Subsection and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

5.2.3 All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund do not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Subsection (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns (“Tax Expenses”)), shall be paid out

of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

5.3 Attorneys' Fees, Service Award, Costs, and Other Expenses

No later than forty-five (45) days prior to the Final Approval Hearing, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Class. This application will be posted to the Settlement Website within five days of filing with the Court. The amount that will be requested by Class Counsel shall be no greater than \$500,000.00. If approved by the Court, this amount shall be paid by Defendant separate from any amounts paid to Settlement Class Members. Class Counsel's application shall also request that the Court specifically approve all of the terms of this Section.

Defendant agrees not to oppose or object to the application by Class Counsel for attorneys' fees, costs, and other expenses in an amount to be paid separately by the Defendant not to exceed \$500,000. The award shall include all fees, costs, and other expenses for all attorneys (and their

employees, consultants, experts, and other agents) who performed work in connection with the Litigation of the claims on behalf of the Settlement Class Members.

No later than forty-five (45) days prior to the Final Approval Hearing, the Named Plaintiff shall make an application to the Court for the Court's approval of a Service Award of \$10,000 to be paid by Defendant separate and apart from any amounts paid to Settlement Class Members. Defendant agrees not to oppose a Service Award of \$10,000 for the Named Plaintiff to be paid separately by the Defendant. Defendant's agreement to this Service Award is in no way an admission of liability for the Named Plaintiff's claims.

The application for attorneys' fees, and any and all matters related thereto shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement Agreement. The Named Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of attorneys' fees or the Service Award in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees and award shall not operate to terminate or cancel the Settlement Agreement.

5.3.1 Payment Schedule

Attorneys' fees and costs, subject to Court approval, shall be paid in the amount approved by the Court within five (5) business days after the Effective Date. The Service Award, subject to Court approval, shall be paid in the amount approved by the Court within the later of: (1) five (5) business days after the Effective Date; or (2) fourteen (14) days after receipt by Defendant and the Settlement Administrator of the Named Plaintiff's properly-completed W-9 form.

Within thirty (30) days after the Funding Date, the Settlement Administrator shall mail equal payments out of the Automatic Payment Fund to each Settlement Class Member via U.S. mail to the last known address reflected in the Class List or the updated address previously used

during the Settlement Class Notice Plan set forth in Section 4.2.3. To the extent a Settlement Class Member also submitted a valid Claim Form, he or she will also receive his or her Claim amount from the Claims Fund in the same check. The payment notices accompanying the payment check shall notify the recipients that the checks must be cashed within ninety (90) days from the date on enclosed check and that the enclosed check shall not be valid after that date.

Any checks from the distribution that are not cashed by the stale dates referenced above, or funds remaining as a result of checks that were undeliverable, shall revert to the Escrow Account and be paid to Northern Virginia Family Services, as a *cy pres* award, to be spent toward its financial literacy programs.

6. NON-MONETARY RELIEF

6.1 Training

Defendant agrees that, beginning no later than four-weeks after the Effective Date, and continuing regularly thereafter, it will clarify with its employees who investigate debit card disputes that it is Defendant's policy to individually investigate each disputed transaction within a claim, whether or not that transaction is grouped or bundled with other transactions.

6.2 Updated Denial Letters

Defendant will update and amend its "Fraud D49 No Error Letter" to provide consumers an additional explanation of its findings beyond the current language.

7. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties shall jointly seek entry by the Court of a Final Judgment and Order in the form of **Exhibit A** hereto, which includes the following provisions (among others):

a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;

- b) ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) discharging and releasing the Released Parties, and each of them, from the Notice Released Claims, as provided in Section 4.4.1, and the Investigation and Unauthorized Use Release Claims, as provided in Section 4.4.2.
- d) permanently barring and enjoining all Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts released claims;
- e) directing that the Litigation be dismissed with prejudice and without costs;
- f) stating pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- g) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in Section 8.3.

8. TERMINATION

Defendant's willingness to settle this Litigation on a class action basis and to agree to the accompanying preliminary certification of the Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Named Plaintiff or to members of the Settlement Class if any of the following conditions subsequent occurs:

- a) the Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Settlement Agreement;
- b) the Court fails to enter a Final Judgment and Order consistent with the provisions of this Settlement Agreement;

- c) the settlement of the Settlement Class claims, or the Final Judgment and Order, is not upheld on appeal, including review by the Supreme Court of the United States;
- d) the Named Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order; or
- e) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for the Named Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of the Named Plaintiff for his Service Award shall not be grounds for the Named Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

9. MISCELLANEOUS PROVISIONS

9.1 Best Efforts to Obtain Court Approval

The Named Plaintiff, Defendant, and the parties' counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's rights to terminate the Settlement Agreement, as provided herein.

9.2 No Admission

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

a) offered or received by or against any party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a party of the truth of any fact alleged by the Named Plaintiff or defense asserted by Defendant, of the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of the Named Plaintiff or Defendant;

b) offered or received by or against the Named Plaintiff or Defendant as a presumption, concession, admission, or evidence of any violation of the EFTA or any state or common law equivalent of the EFTA, or any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Defendant, or of the truth of any of the allegations in the Litigation, and evidence thereof shall not be directly or indirectly admissible, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Judgment and Order including, without limitation, asserting as a defense the release and waivers provided herein;

c) offered or received by or against Named Plaintiff or Defendant as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the

certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is finally approved by the Court, then Named Plaintiff or Defendant may refer to it to enforce their rights hereunder; or

d) construed as an admission or concession by Named Plaintiff, the Settlement Class, or Defendant that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

9.3 Court's Jurisdiction

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether a subsequent suit is released by the Settlement Agreement.

9.4 Settlement Notices

Except for the Settlement Class Notice Plan, as provided for in Section 4.2 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by email: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Named Plaintiff and the Settlement Class:

Kristi Cahoon Kelly
Andrew Guzzo
Casey Nash
J. Patrick McNichol
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

Tel.: (703) 424-7572
Fax: (703) 591-0167
kkelly@kellyguzzo.com
aguzzo@kellyguzzo.com
casey@kellyguzzo.com
pat@kellyguzzo.com

For Defendant:

Fred Burnside
Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
Tel: (206) 757-8016
Email: fredburnside@dwt.com

Tim Cunningham
Davis Wright Tremaine LLP
1300 SW Fifth Avenue, Suite 2400
Portland, OR 9720
Tel: (503) 778-5386
Email: timcunningham@dwt.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

9.5 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Court's Stipulated Protective Order, as appropriate.

9.6 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each term agreed to by and among Named Plaintiff, the Settlement Class, and their counsel. In entering into this Settlement Agreement, no party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all parties.

9.7 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

9.8 Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of release in Section 4.4, this Agreement shall continue in full force and effect without said provision to the extent Defendant does not exercise its right to terminate under Section 7.

9.9 No Party Is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

9.10 Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Named Plaintiff, the Settlement Class, the Defendant, the Released Parties, and their respective successors and assigns.

9.11 Authorization to Enter Settlement Agreement

The individual signing this Settlement Agreement on behalf of the Defendant represents that he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Named Plaintiff, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). The Named Plaintiff enters into and executes this Settlement Agreement on behalf of himself, and as a representative of and on

behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

9.12 Statement of Present Intent.

Defendant represents it would not enter into this Agreement without assurances that Class Counsel have no current intention to bring, file, resume, or prosecute any arbitration, litigation, or other legal proceedings against Defendant over the same or similar issues as those released by Plaintiff and the class in this Agreement.

9.13 Execution in Counterparts

The Named Plaintiff, Class Counsel, Defendant, and Defendant’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by all Named Plaintiff, by all Class Counsel, and by counsel for and representatives of Defendant.

Named Plaintiff:

John A Meehan
John A Meehan (May 5, 2023 13:53 EDT)

John Meehan

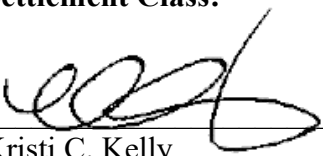
Defendant:

Capital One, N.A.

Name: _____

Title: _____

Counsel for Named Plaintiff and Settlement Class:



Kristi C. Kelly
Andrew Guzzo
Casey Nash
J. Patrick McNichol

Counsel for Defendant:

Fred Burnside
Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610

behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

9.12 Statement of Present Intent.

Defendant represents it would not enter into this Agreement without assurances that Class Counsel have no current intention to bring, file, resume, or prosecute any arbitration, litigation, or other legal proceedings against Defendant over the same or similar issues as those released by Plaintiff and the class in this Agreement.

9.13 Execution in Counterparts

The Named Plaintiff, Class Counsel, Defendant, and Defendant’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by all Named Plaintiff, by all Class Counsel, and by counsel for and representatives of Defendant.

Named Plaintiff:

John Meehan

Counsel for Named Plaintiff and Settlement Class:

Kristi C. Kelly
Andrew Guzzo
Casey Nash
J. Patrick McNichol

Defendant:

Digitally signed by:
Jonathan Campbell
FB856EB7F2AA450...
Capital One, N.A.
Name: Jonathan Campbell
Title: Vice President - Senior Associate General Counsel

Counsel for Defendant:

**Burnside,
Fred**

Fred Burnside
Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610

Digitally signed by: Burnside,
Fred
DN: CN = Burnside, Fred
Date: 2023.05.05 11:11:52 -07'00'

Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
Tel.: (703) 424-7572
Fax: (703) 591-0167
kkelly@kellyguzzo.com
aguzzo@kellyguzzo.com
casey@kellyguzzo.com
pat@kellyguzzo.com

Tel: (206) 757-8016
Fax: (206) 757-7016
Email: fredburnside@dwt.com

Tim Cunningham
Davis Wright Tremaine LLP
1300 SW Fifth Avenue, Suite 2400
Portland, OR 9720
Tel: (503) 778-5386
Fax: (503) 778-5299
Email: timcunningham@dwt.com

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JOHN MEEHAN, <i>on behalf of himself and all</i>)	
<i>similarly situated individuals,</i>)	
)	
Plaintiff,)	
)	Civil Action No. 1:22-cv-1073
v.)	
)	
CAPITAL ONE, N.A.,)	
)	
Defendant.)	
)	

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff’s Motion for Final Approval of the proposed class action settlement with Defendant Capital One, N.A.; the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified, by Order entered [REDACTED], 2023 a “Settlement Class,” and the Court, being fully advised finds that:

1. Certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement proposed by the parties in this case (ECF No. [REDACTED]), is appropriate pursuant to Federal Rules of Civil Procedure 23(a) and 23(b). Defined terms used in this Order are those defined in the Settlement Agreement.

2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court’s Preliminary Approval Order. This Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process.

3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The

Court has reviewed such notification and accompanying materials and finds that Defendant's notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties and is supported by the parties.

5. The settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Settlement Class in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability, damages and in maintaining the class action through trial and appeal.

6. The relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Preliminary Approval Order.

8. The persons listed on **Exhibit 2** submitted a Claim Form that was rejected, so therefore, those Settlement Class members do not release their claims against Defendant for actual damages.

9. The parties and each Settlement Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

10. It is in the best interests of the parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. This action is a class action against Defendant Capital One, N.A., on behalf of a class of consumers that has been defined as follows:

Settlement Class: All persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21, 2021 through February 27, 2023, disputed to Defendant as unauthorized one or more Multi-dispute Claims.

11. The Settlement Agreement submitted by the parties for the Settlement Class is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

12. This action is hereby dismissed on the merits, with prejudice and without costs.

13. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

14. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or

relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

15. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$XXX,XXX as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses.

16. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, John Meehan, is awarded the sum of ten thousand dollars (\$10,000), to be paid from the Settlement Fund, for the service he has performed for and on behalf of the Settlement Class.

17. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

BY THE COURT:

HON. MICHAEL S. NACHMANOFF
UNITED STATES DISTRICT JUDGE

Dated: _____

Exhibit B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

A proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- There is a proposed settlement in a class action lawsuit entitled *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, which claims that Capital One, N.A. (“Capital One”) violated the Electronic Fund Transfer Act (“EFTA”). The plaintiff alleges claims on behalf of a class of similarly situated individuals, asserting that Capital One violated the EFTA by: (1) failing to investigate certain debit cardholder disputes of unauthorized transactions; (2) failing to provide debit cardholders with an explanation of decisions holding the debit cardholder liable for alleged unauthorized transactions; and (3) in some cases, holding debit cardholders liable for unauthorized transactions. Capital One denies the Plaintiff’s allegations and denies that Capital One is liable to the Plaintiff or any of the putative settlement class members.
- **If you do not opt out of the proposed settlement, you will receive a cash payment. You also have the right to submit a claim form for an additional payment if the debit card transactions you disputed were, in fact, unauthorized. Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options—and the deadlines to exercise them—are explained in this notice. Please read this notice carefully in its entirety.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 10 below.	Postmarked on or before [redacted], 2023
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 7 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before [redacted], 2023
Submit a Claim Form	Submit a form to the Settlement Administrator for <u>an additional payment</u> from the settlement; for more information, please read Section 5 below.	Postmarked on or before [redacted], 2023
Do Nothing	You are not required to take any action to receive the automatic benefits of the proposed settlement. If the proposed settlement is finally approved and you do not opt out, then you will be bound by the	None

	Court's final judgment and the release of claims in the Settlement Agreement.	
--	---	--

1. Does this Notice apply to me?

If, from September 21, 2021 to February 27, 2023, you disputed to Capital One as unauthorized five or more related debit card transactions from a Capital One bank account but were denied reimbursement as to some or all disputed transactions, this Notice applies to you. Records from Capital One indicate you would be a class member.

This Notice informs you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the proposed settlement. The proposed settlement will be finally approved only after any objections or appeals are resolved. If the proposed settlement is finally approved, then you will benefit from the relief provided by the proposed settlement. Once the proposed settlement is final, you will also be bound by the release and other provisions of the proposed settlement.

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.██████████.com.

The class action lawsuit is known as *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, and is pending in the United States District Court for the Eastern District of Virginia, with Judge Michael S. Nachmanoff presiding. The individual who sued is called the Plaintiff; the company that he sued is called the Defendant. The Plaintiff is John Meehan. The Defendant is Capital One.

2. What is this lawsuit about?

The lawsuit alleges that Capital One violated the EFTA by: (1) failing to investigate certain debit cardholder disputes of unauthorized transactions; (2) failing to provide debit cardholders with an explanation of decisions holding the debit cardholder liable for alleged unauthorized transactions; and (3) in some cases, holding debit cardholders liable for unauthorized transactions. Capital One denies the Plaintiff's allegations and denies that Capital One is liable to the Plaintiff or any of the putative settlement class members. The Court has not decided whether either side is right or wrong. Instead, both sides agreed to settle the case and provide benefits to the class.

The Named Plaintiff here, John Meehan, filed this case as a proposed class action. When the parties reached this proposed settlement, the Court had not decided whether the case could be a class action. As part of the proposed settlement, the Court certified a tentative class action for settlement purposes only, under Federal Rule of Civil Procedure 23(b)(3). If the proposed settlement is not finally approved, then the Court may later determine if the case may proceed as a class action.

Questions -- call toll-free 1-800-000-0000 or visit www.██████████.com
Para una notificacion en Espanol, llamar o visitar nuestro sitio web

3. How do I know if I am part of the proposed settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21, 2021 through February 27, 2023, disputed to Defendant one or more Multi-dispute Claims.

A Multi-dispute Claim is a claim submitted to Capital One where you disputed five or more debit card transactions as being unauthorized but were denied reimbursement as to some or all of the disputed transactions. Because you have received this Notice, you have been identified as a class member based on the business records maintained by Capital One.

4. What benefits does the proposed settlement provide?

The proposed settlement benefits provide a monetary payment. The settlement establishes two Settlement Funds for payments to class members.

The first fund, the “Automatic Payment Fund” will contain \$500,000 and shall be automatically divided between all Settlement Class Members. Your estimated payment would be \$150.00.

The second fund, the “Claims Fund” will reimburse you for the amount of the transactions you disputed that were unauthorized. **In order to receive this payment, you must submit a Claim Form no later than XXXX.** The Claim Form with the qualifying transactions you previously disputed is attached to this notice. You must complete the form, sign your name and mail it back to receive a refund of these charges. Once you do, Capital One will review each transaction to confirm it was unauthorized. If Capital One determines that certain transactions were authorized or otherwise not payable, Capital One must notify Class Counsel and provide documents and data explaining the basis for its decision. If Capital One maintains its decision to deny the Claim Form, the Settlement Class Member will be given notice of that decision, which will explain that the Settlement Class Member’s claim for actual damages has not been waived.

No class members will have to pay or buy anything to benefit from the relief provided by the Settlement Agreement.

5. How do I submit a Claim Form for payment from the Claims Fund?

If you did not authorize the transactions listed on your personalized Claim Form, please complete the form and mail it to [REDACTED] at [REDACTED]. Your claim form must be postmarked by [REDACTED]. You may also submit a Claim Form at the settlement website, www.[REDACTED].com.

Questions -- call toll-free 1-800-000-0000 or visit www.[REDACTED].com
Para una notificación en Español, llamar o visitar nuestro sitio web

6. How does the proposed settlement affect my rights?

In general terms, if the proposed settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against Capital One relating to the transactions that you disputed as identified on your personalized Claim Form. Specifically, you will be giving up the right to bring any claims resulting from, arising out of, or regarding Capital One's investigations of disputes you made during the class period. You will be giving up all such claims whether or not you know about them.

The precise terms of the dismissal and release are explained in the Settlement Agreement, which you can view on the settlement website, www.██████████.com.

The Court's order will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against Capital One for violations of the EFTA. If you have any questions about the release, then you should visit www.██████████.com for more information or consult with a lawyer. See Section 8 below for more information regarding your options in seeking legal advice concerning the settlement.

7. Can I choose not to be in the proposed settlement?

Yes. You have the opportunity to opt out of the Settlement by submitting a written Request for Exclusion to ██████████@██████████.com at ██████████.com, postmarked no later than **thirty (30) days before the Final Approval Hearing** in this action. To be valid, a Request for Exclusion must be personally signed and must include: (i) your name, address and telephone number; (ii) and a statement substantially to the effect that: "I request to be excluded from the File Disclosure Settlement Class in *John Meehan v. Capital One, N.A.*, No. 1:22-cv-1073, United States District Court, Eastern District of Virginia." Notwithstanding the foregoing, no person within the Settlement Class may submit a Request for Exclusion for any other person in the Settlement Class.

If you timely submit a valid Request for Exclusion, you will exclude yourself from the Settlement Class and will not be bound by further orders or judgments in the Litigation, subject to Court approval. You will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against Capital One. No person who has opted out of the settlement may object to any part of the Settlement Agreement.

8. Do I have a lawyer in this case?

Yes. The Court approved the following individuals to represent you and other Settlement Class Members:

- Kristi Kelly, Andrew Guzzo, Casey Nash, and J. Patrick McNichol of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Telephone: (703) 424-7570.

The Court has appointed these lawyers as Class Counsel. You will not be charged for these lawyers. You may hire your own attorney, if you choose, but you will be personally responsible for your attorney's fees and expenses.

Questions -- call toll-free 1-800-000-0000 or visit www.██████████.com
Para una notificación en Español, llamar o visitar nuestro sitio web

9. How will the lawyers be paid? What will the Class Representatives receive?

The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class Counsel will request that the Court award attorneys' fees and expenses for the time and effort they have spent on this case. The amount that will be requested by Class Counsel will be \$500,000, and a service award for the Named Plaintiff of up to \$10,000.

Any approved attorneys' fees and expenses or the Named Plaintiff service award will be paid separately from the Settlement Funds, and no Settlement Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel. If the Court approves this request, it will not reduce the amount you are eligible to receive as part of the settlement.

10. How do I tell the Court if I do not agree with the proposed settlement?

If you are a Settlement Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to this Settlement Agreement, you must file your objection in writing with the Clerk of Court no later than **thirty (30) days prior to the final approval hearing**. You must also provide a copy of your objection to the Settlement Administrator ([REDACTED]), identified above). The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your counsel, if you are represented by an attorney and if counsel intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the settlement or Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

You will not be permitted to object to the settlement or the Settlement Agreement if you decide to exclude yourself from the settlement.

11. When and where will the Court decide whether to finally approve the proposed settlement?

The Court will hold a final approval hearing on [REDACTED], 2023, at [REDACTED].m., before the Hon. Michael S. Nachmanoff, in the United States District Court for the Eastern District of Virginia in Alexandria, Virginia.

At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. You do not have to attend the hearing.

The Court may also decide how much to award Class Counsel and the Named Plaintiff. After the hearing, the Court will decide whether to finally approve the proposed settlement.

Questions -- call toll-free 1-800-000-0000 or visit [www.\[REDACTED\].com](http://www.[REDACTED].com)

Para una notificación en Español, llamar o visitar nuestro sitio web

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, www.██████████.com, after ██████████, 2023 to confirm the hearing date, the court-approval process, and the Effective Date.

12. How do I get more information?

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.██████████.com. The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website. You can also write or call Class Counsel at the contact information listed above.

Questions -- call toll-free 1-800-000-0000 or visit www.██████████.com
Para una notificación en Español, llamar o visitar nuestro sitio web

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JOHN MEEHAN, <i>on behalf of himself and all</i>)	
<i>similarly situated individuals,</i>)	
)	
Plaintiff,)	
)	Civil Action No. 1:22-cv-1073
v.)	
)	
CAPITAL ONE, N.A.,)	
)	
Defendant.)	
)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement entered by the parties, hereby Orders that:

1. The Court has considered the proposed settlement of the claim asserted under the Electronic Fund Transfer Act (“EFTA”) by a class of consumers. Defined terms used in this Order have the meaning provided in the Settlement Agreement. The proposed settlement class is defined as follows (the “Settlement Class”):

All persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21, 2021 through February 27, 2023, disputed to Defendant as unauthorized one or more Multi-dispute Claims.

2. The Settlement Agreement entered between the parties as of May 5, 2023 (ECF No.), appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

3. The prerequisites to a class action under Federal Rule of Civil Procedure 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

(a) the Settlement Class consists of approximately 3,330 members;

(b) the claims of the Named Plaintiff are typical of those of the other members of the Settlement Class;

(c) there are questions of fact and law that are common to all members of the Settlement Class; and

(d) the Named Plaintiff will fairly and adequately protect the interests of the Settlement Class and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Settlement Class.

4. For settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3) because: (1) a class action is a fair and efficient adjudication of this controversy; and (2) questions of fact and law common to the members of the Settlement Class predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

6. The Court appoints John Meehan as the class representative. The Court also appoints Kristi Kelly, Andrew Guzzo, Casey Nash, and J. Patrick McNichol of Kelly Guzzo, PLC as counsel for the Class (“Class Counsel”).

7. The Court appoints Continental DataLogix, LLC as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on [REDACTED], 2023 (*at least 241 days after entry of Preliminary Approval Order*) at the United States District Court for the Eastern District of Virginia, at Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314, at [REDACTED].m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;

(c) To consider the application of Class Counsel for an award of attorneys' fees, costs, and expenses, and for a service award to the class representative; and

(d) To rule upon other such matters as the Court may deem appropriate.

9. (a) As is provided in Section 4.2.1 of the Settlement Agreement, Class Counsel and Defendant shall provide a Class List of the Settlement Class Members to the Settlement Administrator, who shall send the agreed upon Notices to the Settlement Class Members in accordance with the Settlement Class Notice Plan set forth in the Settlement Agreement no later than [REDACTED]. The Court also approves the parties' Notice, which is attached to the Settlement Agreement as Exhibit B. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notice are necessary before disseminating it to the Settlement Class Members, they may make such changes without further application to the Court.

(b) Not later than forty-five (45) days before the Final Approval Hearing, the Settlement Administrator will cause a declaration to be filed with the Court that the Notice described above was given as required herein.

10. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all members who can be identified through reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

11. If a Settlement Class Member chooses to opt-out of the class, such class member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the date specified in the Notice, which shall be no later than thirty (30) days before the date of the Final Approval Hearing. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified above shall be excluded from the class for any and all purposes. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

12. A Settlement Class Member who does not file a timely request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

13. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written

notice of objection to be filed with the Court no later than thirty (30) days prior to the Final Approval Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court.

(b) The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

14. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual award to the Named Plaintiff and in support in support of Class Counsel's application for fees, costs and expenses, shall be filed not later than forty-five (45) days before the Final Approval Hearing. All other briefs, memoranda, petitions and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than twenty-one (21) days before the Final Approval Hearing.

14. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

15. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HON. MICHAEL S. NACHMANOFF
UNITED STATES DISTRICT JUDGE

Dated: _____

Exhibit D

Name
Address Line 1
Address Line 2
City, State, Zip Code

Unique Claim Number: #####

**YOU MUST COMPLETE THIS FORM TO OBTAIN AN
 ADDITIONAL CASH PAYMENT**

Instructions:

1. To submit a claim for cash payment, review the statement in Section 1 and check each box for each transaction that you did not authorize.
2. Sign the Claim Form.
3. Verify that your name and address information is correct. Add your telephone number and email address (if available).

THE DEADLINE TO SUBMIT A CLAIM IS: #####

Section 1: Claim for Additional Cash Payment

I did not authorize the following transactions, nor did I authorize another person to make these transactions.

You MUST check each box for each transaction you did not authorize:

	Transaction Date	Transaction Amount	Merchant
<input type="checkbox"/>	<i>MM/DD/YY</i>	<i>\$\$\$\$</i>	<i>Merchant Name</i>
<input type="checkbox"/>	<i>MM/DD/YY</i>	<i>\$\$\$\$</i>	<i>Merchant Name</i>
<input type="checkbox"/>	<i>MM/DD/YY</i>	<i>\$\$\$\$</i>	<i>Merchant Name</i>
<input type="checkbox"/>	<i>MM/DD/YY</i>	<i>\$\$\$\$</i>	<i>Merchant Name</i>

<input type="checkbox"/>	<i>MM/DD/YY</i>	<i>\$\$\$\$</i>	<i>Merchant Name</i>
--------------------------	-----------------	-----------------	----------------------

By signing your name, you are attesting to the truthfulness of this statement under the penalty of perjury.

Signature

Date

If your name or address are not correct on this form, please update your contact information below.

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone: _____ **Email:** _____

Exhibit E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Case No. 1:22-cv-1073

EXCLUSION REQUEST FORM

Must be postmarked by **XXXX**



**THIS IS NOT A CLAIM FORM. This form removes you from the settlement.
If you submit this form, you will not be eligible for any benefits, including a cash payment.**

COMPLETE AND RETURN THIS FORM BY **XXXX** only if you do **not** want to be part of the settlement of the case, or if you intend to file a separate lawsuit on your own about the claim in this class action case. If you exclude yourself, the attorneys for the class will no longer represent you in this case.

BY COMPLETING THIS FORM, you are **excluding** yourself from participating in the settlement of this case, and you will not receive any money. If you submit this form and want to obtain any money, you will then have to file your own lawsuit. You may need to get your own attorney. You must file your own lawsuit before time runs out, so you should contact your own attorney to make sure you file a complaint in the appropriate court before the deadline set by the applicable statutes of limitations.

Section I: Exclusion

I request to be excluded from the Class Settlement *Meehan v. Capital One, N.A.*, No. 1:22-cv-1073

Section II: Contact Information

Full Name: _____

Current Address: _____

Phone Number: _____

Last Four Digits of SSN: _____

Section III: Signature

Signature: _____

Date: _____

Exclusion Request Forms must be mailed to:

