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**This is a Court approved Legal Notice.**

*In re: Capital One Inc. Customer Data Security Breach Litigation,*  
MDL No. 1:19md2915 (AJT/JFA)

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## **CAPITAL ONE DATA BREACH CLASS ACTION SETTLEMENT**

### **IF YOUR INFORMATION WAS ACCESSED IN THE 2019 CAPITAL ONE DATA BREACH, YOU ARE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT**

A class action settlement has been proposed in a case against Capital One Financial Corporation, Capital One, N.A., and Capital One Bank (USA), N.A. (“Capital One”), and against Amazon.com, Inc., and Amazon Web Services, Inc. (“Amazon”) (together “Defendants”), relating to a data breach that Capital One announced in July 2019 (the “Data Breach”). If you are a Settlement Class Member, there will be benefits available to you from the proposed settlement. **The easiest way to submit a claim under the settlement is online at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com).** If you are unsure of whether you are eligible for benefits, visit the website or call **1-855-604-1811**.

In addition to other benefits, the proposed settlement requires Capital One to establish a “Settlement Fund” of \$190 million. The settlement relief includes:

- **Cash Payment for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and believes are fairly traceable to the Data Breach. This includes costs incurred as a result of identity theft or identity fraud, falsified tax returns, or other alleged misuse of a Settlement Class Member’s personal information; and costs incurred on or after March 22, 2019 associated with placing or removing a credit freeze on a credit file, obtaining credit reports, credit monitoring or other products related to detection or remediation of identity theft, and other related miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges (“Out-of-Pocket Losses”).
- **Cash Payment for Lost Time:** The Settlement Fund will be used to reimburse for time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member’s personal information that he or she believes is fairly traceable to the Data Breach, and for time spent taking preventative measures to avoid losses relating to the Data Breach (“Lost Time”). Lost Time related to a qualifying claim for Out-of-Pocket Losses may be supported by a certification for up to 15 hours. Lost Time not related to a qualifying claim for Out-of-Pocket Losses may be supported by a certification for up to 5 hours. The “Reimbursement Rate” for Lost Time shall be the greater of \$25 per hour or, if the Settlement Class Member took time off work, the Settlement Class Member’s documented hourly wage.
- **Identity Defense Services:** All Settlement Class Members are eligible to enroll in at least three (3) years of Identity Defense Services offered at no cost through Pango. The services include dark web monitoring for your personal information, identity monitoring with authentication alerts, lost wallet protection, security freeze capability, a \$1 million identity theft insurance policy with no deductible, and other features discussed below (“Identity Defense Services”). If a Settlement Class Member’s Social Security number or linked bank account number was accessed in the Data Breach, their Identity Defense Services will also include Three-Bureau Credit Monitoring with

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instant alerts and a monthly credit score. You can make a claim for both cash payments and Identity Defense Services.

- **Restoration Services:** All Settlement Class Members (regardless of whether they enroll in Identity Defense Services or submit a claim for Out-of-Pocket Losses or Lost Time) will be entitled to utilize Restoration Services offered through Pango for a period of at least three (3) years (“Restoration Services”). This coverage is a separate benefit and permits all Settlement Class Members to have access to U.S.-based fraud resolution specialists who can assist with important tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information.
- **Capital One Business Practices Changes:** Capital One has agreed to implement and/or maintain certain business practices changes relating to its information security program. A description of those Business Practices Changes are available on the settlement website.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a claim for Out-of-Pocket Losses or Lost Time</b>	You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or Lost Time under the settlement. For more detailed information, see Question 7.	<b>September 30, 2022</b>
<b>File a claim for Identity Defense Services</b>	You must take action in order to receive the free Identity Defense Services offered under the settlement. To maximize protection provided by this service, you should file a claim by <b>September 30, 2022</b> . You may also enroll later at any time the service is active (at least 3 years). For more detailed information, see Question 8.	<b>September 30, 2022</b>
<b>Access to Restoration Services</b>	You may access Restoration Services after the settlement becomes final, whether or not you make a claim under the settlement. For more detailed information, see Question 9.	<b>No deadline. Services will be available for at least 3 years.</b>
<b>Exclude yourself from the settlement</b>	You can exclude yourself from the settlement by informing the Settlement Administrator that you want to “opt-out” of the settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue Capital One or Amazon for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the settlement. For more detailed information, see Question 19.	<b>July 7, 2022</b>
<b>Object or comment on the settlement</b>	You may object to the settlement by writing to explain to the Court why you don’t think the settlement should be approved. If you object, you will remain a Settlement Class Member, and if the settlement is approved, you will be eligible for the benefits of the settlement and give up your right to sue Capital One or Amazon on certain claims described in the Settlement Agreement, which is available at <a href="http://www.CapitalOneSettlement.com">www.CapitalOneSettlement.com</a> . For more detailed information, see Question 20.	<b>July 7, 2022</b>

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<b>Do nothing</b>	If you do nothing, you can still sign up for Identity Defense Services after the Effective date, and access Restoration Services, but will not be entitled to any other benefits provided under the settlement. If the settlement becomes final, you will give up your rights to sue Capital One or Amazon separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.	
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**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**

## BASIC INFORMATION AND OVERVIEW

### 1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the settlement if your information was accessed in the Capital One Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

### 2. What is this lawsuit about?

In July 2019, Capital One announced that it had been the victim of a criminal cyberattack on its systems. The attacker gained unauthorized access to the personal information of approximately 98 million U.S. consumers. The specific information accessed for each person included some combination of people's names, addresses, zip codes/postal codes, phone numbers, email addresses, dates of birth, self-reported income, credit scores, credit limits, balances, payment history, contact data, and/or fragments of transaction data from a total of 23 days during 2016, 2017 and 2018. In addition, about 120,000 Social Security numbers and 80,000 linked bank account numbers were accessed.

Numerous lawsuits were brought on behalf of consumers whose personal information was accessed as a result of the Data Breach. Judge Anthony J. Trenga of the U.S. District Court for the Eastern District of Virginia is overseeing these lawsuits. These lawsuits are known as *In re: Capital One Inc. Customer Data Security Breach Litigation*, MDL No. 1:19md2915 (AJT/JFA). The consumers who sued are called the "Plaintiffs." Capital One and Amazon are the "Defendants." Plaintiffs claim that Defendants did not adequately protect consumers' personal information. The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com). Defendants denied any wrongdoing and denied that the information accessed by the attacker had been made public or disseminated by the attacker. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Capital One or Amazon.

### 3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for

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the settlement class (“Class Counsel,” see Question 16) believe that the settlement is in the best interests of the Settlement Class Members.

## WHO IS PART OF THE SETTLEMENT

### 5. How do I know if I am part of the settlement?

You are a Settlement Class Member if you are among the approximately 98 million U.S. residents identified by Capital One whose information was accessed in the Capital One Data Breach. All identified Class Members were emailed or mailed notice of the proposed Settlement, so if you received a notice, you are a likely member of the Settlement Class.

You can also confirm you are a Settlement Class Member, and eligible for benefits, by:

- Visiting the secure web page <https://www.CapitalOneSettlement.com>; or
- Calling **1-855-604-1811**.

Excluded from the settlement are:

- Officers and directors of Capital One and Amazon;
- The presiding judge and any judicial staff involved in the lawsuit; and
- Any Class Member who opts-out (*see* Question 19).

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

Capital One will pay \$190,000,000 into a Settlement Fund. The Settlement Fund will be used to:

- Make cash payments for Out-of-Pocket Losses and Lost Time (*see* Question 7);
- Purchase Identity Defense Services (*see* Question 8);
- Purchase Restoration Services for all Settlement Class Members, regardless of whether they make a claim (*see* Question 9);
- Pay the costs of notifying Settlement Class Members and administering the Settlement;
- Pay service awards to Settlement Class Representatives and any other Settlement Class Member who was deposed in the action, as approved by the Court (*see* Question 18);
- Pay attorneys’ fees, costs, and expenses, as approved by the Court (*see* Question 17).

Capital One has also agreed to implement and/or maintain certain business practices relating to its information security program (*see* Question 10). A description of these business practices commitments is available in the Settlement Agreement, which is available at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com).

### 7. How will the settlement compensate me for identity theft I have already suffered or money I have already paid to protect myself?

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses:** If you spent money to deal with fraud or identity theft that you believe was fairly traceable to the Data Breach, or to protect yourself from future harm as a result of the Data Breach, then you can submit a claim for

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reimbursement up to \$25,000 (including your claim for Lost Time). Out-of-Pocket Losses that are eligible for reimbursement may include, without limitation, the following:

- Money spent on or after March 22, 2019, associated with placing or removing a security freeze on your credit report with any credit reporting agency;
- Money spent on credit monitoring or identity theft protection on or after March 22, 2019;
- Unreimbursed costs, expenses, losses or charges you paid on or after March 22, 2019, because of identity theft or identity fraud, falsified tax returns, or other alleged misuse of your personal information that you believe was fairly traceable to the Data Breach;
- Other miscellaneous expenses related to any Out-Of-Pocket Loss that you believe were fairly traceable to the Data Breach such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- Professional fees incurred in connection with addressing identity theft, fraud, or falsified tax returns that you believe was fairly traceable to the Data Breach.

This list provides examples only, and other losses or costs that you believe are fairly traceable to the Data Breach may also be eligible for reimbursement.

To claim reimbursement for Out-of-Pocket Losses, you must also provide “Reasonable Documentation.” Reasonable Documentation means documentation supporting your claim, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided in this notice, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

The Settlement Administrator will decide if your claim for Out-of-Pocket Losses is valid. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses is **September 30, 2022**.

**Settlement Benefit: Cash Payment for Lost Time:** If you spent time (i) remedying fraud, identity theft, or other alleged misuse of your personal information that you believe is fairly traceable to the Data Breach, or (ii) taking preventative measures (time placing or removing security freezes on your credit report, or purchasing credit monitoring or identity protection) on or after March 22, 2019, then you may make a claim for reimbursement for Lost Time at a Reimbursement Rate of the greater of \$25 per hour or, if you took time off work, your documented hourly wage.

For Lost Time related to qualifying Out-of-Pocket Losses, you may receive reimbursement for up to 15 hours at your Reimbursement Rate. For Lost Time not related to qualifying Out-of-Pocket Losses (“Self-Certified Time”), you may receive reimbursement for up to 5 hours at the Reimbursement Rate. To make a claim for Lost Time, you must provide a description of (i) the actions taken in response to the Data Breach in dealing with misuse of your information or taking preventative measures and (ii) the time associated with those actions. You must certify that the description is truthful. Valid claims for Lost Time will be reimbursed in 15-minute increments.

The deadline to file a claim for Lost Time is **September 30, 2022**.

## **8. How will the settlement help protect me against future identity theft and fraud?**

**Settlement Benefit: Identity Defense Services:** The settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in at least three (3) years of Identity Defense Services, provided through Pango, at no cost. These services include the following features:

**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**

- Dark web monitoring for your Social Security number, date of birth, address, driver’s license number, passport number, payment cards, email addresses, and other information;
- Identity monitoring with authentication alerts;
- Lost wallet protection;
- Security freeze capability in multiple categories: Credit—Experian, Equifax, TransUnion and Innovis; Specialty Finance—Sage Stream, Clarity DATAx and CoreLogic; Closed Checking and Savings accounts—Chex Systems; Utilities—NCTUE;
- \$1 million in no-deductible insurance provided by a third-party insurer to cover certain costs related to identity theft or fraud;
- U.S.-based customer support specially trained in identity theft and fraud discovery and remediation; and
- Insight & Tips for members on the user dashboard.

If your Social Security number or linked bank account number was accessed in the Data Breach, your Identity Defense Services will also include:

- Three-bureau Credit Monitoring with instant alerts; and
- A Monthly Credit Score.

**To maximize protection offered by this service, you should make a claim for Identity Defense Services by September 30, 2022. You may later enroll in the free Identity Defense Services at any time while the service is active, which will be at least 3 years. Free Identity Defense Services will end on the same date regardless of when you enroll.** The term of the Identity Defense Services may be extended if there are funds remaining in the Settlement Fund after the payment of all other benefits and costs provided by the settlement. See Question 11.

If you submit a valid claim form and elect to enroll in Identity Defense Services, you will receive enrollment instructions by email after approval of the settlement. You may make a claim for both reimbursement for Out-of-Pocket Losses and/or Lost Time and Identity Defense Services.

**9. How will the settlement help me deal with identity theft or fraud if it happens?**

**Settlement Benefit: Free Restoration Services:** All Settlement Class Members, even those who do not enroll in Identity Defense Services or do not submit a claim, will be entitled to utilize Restoration Services offered through Pango. This coverage is a separate benefit and provides all Settlement Class Members access to U.S.-based fraud resolution specialists who can assist with important tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. All Settlement Class Members may access these free Restoration Services after the settlement becomes final, even if you never make a claim from this settlement, by going to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com), or calling toll free 1-855-604-1811.

**10. Will the settlement include changes to Capital One’s data security program?**

**Settlement Benefit: Data Security Business Practices Commitments by Capital One:** Capital One has agreed to adopt, pay for, implement, and maintain extensive Business Practices Commitments related to information security for a period of at least two (2) years. A description of these Business Practices Commitments is available in the Settlement Agreement, which is available at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com).

**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**

## 11. What happens if there are leftover settlement funds?

The Settlement Fund will be used to pay claims for Out-of-Pocket Losses and Lost Time, for Identity Defense Services and Restoration Services, and for administrative and notice costs, and for service awards for Settlement Class Representatives and any other Settlement Class Member deposited in the case and attorneys' fees, costs, and expenses as approved by the Court.

- If settlement funds still remain after these payments, up to two (2) additional years of Identity Defense Services may be provided to Settlement Class Members who claimed Identity Defense Services, and the period for Restoration Services for all Settlement Class Members will be extended by the same period. Settlement Class Members may enroll in Identity Defense Services during the extended period.
- If settlement funds still remain, payments will be increased on a *pro rata* basis to Settlement Class Members submitting valid claims.
- Any remaining settlement funds resulting from the failure of Settlement Class Members to timely negotiate a settlement check or to timely provide required tax information such that a settlement check should issue, shall be distributed to Settlement Class Members, or as otherwise ordered by the Court, but no money will be returned to Capital One.

## 12. What happens if the Settlement Fund runs out of money?

If the payments described in Question 11 exceed the Settlement Fund, the cash payments will be reduced on a *pro rata* basis.

## HOW TO GET SETTLEMENT BENEFITS

### 13. How do I file a claim for Identity Defense Services, Out-of-Pocket Losses, or Lost Time?

To file a claim for Identity Defense Services or for reimbursement for Out-of-Pocket Losses or Lost Time you will need to file a claim form. The easiest way to submit a claim form is online, by filling out the form at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com). You can also download a paper claim form and return a completed claim form by mail.

The deadline to file a claim for Out-of-Pocket Losses or Lost Time fairly traceable to the Data Breach is **September 30, 2022** (this is the last day to file online and the postmark deadline for mailed claims). **To maximize protection offered by Identity Defense Services, you should make a claim for Identity Defense Services by September 30, 2022.** You may later enroll in Identity Defense Services at any time the service is active (at least 3 years), **however all memberships in the free Identity Defense Services will end on the same date regardless of when you enroll.**

### 14. When and how will I receive the benefits I claim from the settlement?

**Identity Defense Services claimed by Settlement Class Members will begin, and payments for valid claims for Out-of-Pocket Losses and/or Lost Time will be made, after the Court enters a final judgment and the settlement becomes final. This may take several months or more; please be patient. Periodic updates will be posted on the Settlement Administrator's website.**

If you make a valid claim for Identity Defense Services, the Settlement Administrator will send you information on how to activate your Identity Defense Services once the settlement is final.

**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**



Payments for valid claims for Out-of-Pocket Losses and/or Lost Time will be made by the Settlement Administrator in the manner you select (various digital payment options or a paper check).

## LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

### 15. What am I giving up to stay in the settlement class?

If you make a claim under the settlement, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against Capital One and Amazon when the settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Capital One or Amazon for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the settlement (see Question 19), all of the decisions by the Court will bind you. That means you will be bound to the terms of the settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Capital One or Amazon regarding the Data Breach.

Paragraph 2.34 of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com).

If you have any questions, you can contact the Settlement Administrator (*see* Question 21).

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

Norman E. Siegel <b>STUEVE SIEGEL HANSON LLP</b> 460 Nichols Road Suite 200 Kansas City, MO 64112	John A. Yanchunis <b>MORGAN &amp; MORGAN COMPLEX LITIGATION GROUP</b> 201 N. Franklin Street 7 <sup>th</sup> Floor Tampa, FL 33602	Karen Hanson Riebel <b>LOCKRIDGE GRINDAL NAUEN P.L.L.P.</b> 100 Washington Avenue South Suite 2200 Minneapolis, MN 55401
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You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator (*see* Question 21).

### 17. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys’ fees of up to 35% of the Settlement Fund and reimbursement for costs and expenses to be paid from the Settlement Fund. The

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Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for attorneys’ fees and costs (which must be approved by the Court) will be filed by **June 16, 2022** and will be available to view on the settlement website at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com).

### **18. Will the class representatives receive any additional money?**

The class representatives in this action are listed in the Settlement Agreement, which is available at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com). Capital One and Amazon also took the depositions of an additional set of class members pursuant to a court order. Class Counsel will ask the Court to award the class representatives and the other class members deposed in the case “service awards” of \$5,000 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court. Any amount approved by the Court will be paid from the Settlement Fund.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **19. How do I exclude myself from the settlement?**

If you are a member of the settlement class but do not want to remain in the class, you may exclude yourself from the class (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Capital One and/or Amazon and you may file your own lawsuit against Capital One and/or Amazon based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the settlement. To exclude yourself from the settlement you must mail a “request for exclusion,” postmarked no later than **July 7, 2022** to:

**Capital One Settlement Administrator**  
**Attn: Exclusion**  
**P.O. Box 4518**  
**Portland, OR 97208-4518**

This statement must contain the following information:

- (1) The name of this action (*In re: Capital One Inc. Customer Data Security Breach Litigation*, MDL No. 1:19md2915 (AJT/JFA));
- (2) Your full name and current address;
- (3) Your personal signature (lawyer’s signature is not sufficient);
- (4) A statement clearly indicating your intent to be excluded from the settlement; and
- (5) A statement that your request for exclusion applies only to you, the one Settlement Class Member whose personal signature appears on the request. (Requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.)

**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

## **OBJECTING OR COMMENTING ON THE SETTLEMENT**

### **20. How do I tell the Court that I like or don't like the settlement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the settlement. You can object to the settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement as it is.

To object, you must send a written objection stating that you object to the settlement. Your objection must include:

- (1) The case name and number of this action (*In re: Capital One Inc. Customer Data Security Breach Litigation*, Case No. MDL No. 1:19md2915 (AJT/JFA));
- (2) Your full name and current address and telephone number, and if you are represented by counsel, those of your counsel;
- (3) A statement whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (4) A statement of the specific grounds for the objection; and
- (5) A statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

Additionally, if you are represented by a lawyer and your lawyer intends to speak at the Final Approval Hearing, your written objection must include:

- (6) A detailed description of any evidence you may offer at the Final Approval Hearing; and
- (7) Copies of any exhibits you may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by **July 7, 2022** or mailed, postmarked no later than **July 7, 2022** to the following address:

**Clerk of the Court  
United States District Court Eastern District of Virginia  
Alexandria Division  
401 Courthouse Square  
Alexandria, VA 22314**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **September 8, 2022** at 2:00 p.m. before the Honorable Anthony J. Trenga, at the United States District Court for the

**Questions? Go to [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) or call 1-855-604-1811**

Eastern District of Virginia located in Room 700 of the United States Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. This hearing date and time may be moved. Please refer to the settlement website, [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com) for notice of any changes.

## GETTING MORE INFORMATION

### 21. Where can I get more information?

If you have questions about this notice or the settlement, you may go to the settlement website at [www.CapitalOneSettlement.com](http://www.CapitalOneSettlement.com). You can also contact the Settlement Administrator at **1-855-604-1811** or by mailing a letter to Capital One Data Breach Class Action Settlement Administrator, P.O. Box 4518, Portland, OR 97208-4518 for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 16). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the settlement. Other related documents can be accessed through the settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

*Please do not contact the Court, its Clerk, Capital One, or Amazon.*