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**FILED**  
Superior Court of California  
County of Los Angeles  
12/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     D. Toure                     Deputy

*Exempt from filing fee pursuant to  
Government Code § 6103*

11 Additional counsel listed in Appendix  
12 Attorneys for Plaintiff the People of the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

15 THE PEOPLE OF THE STATE OF CALIFORNIA,  
16  
17 Plaintiff,  
18  
19 v.  
20 CAPITAL ONE, N.A.,  
21  
22 Defendant.

Case No. 22STCV36914

**STIPULATED FINAL JUDGMENT**

24 Plaintiff, the People of the State of California, through its attorneys, GEORGE GASCÓN,  
25 District Attorney of Los Angeles County, by Hoon Chun, Head Deputy, Lesley Klein, Assistant Head  
26 Deputy, and Seza Mikikian, Deputy District Attorney; SUMMER S. STEPHAN, District Attorney of  
27  
28

1 San Diego County, by Thomas A. Papageorge, Head Deputy District Attorney, and Colleen E. Huschke,  
2 Deputy District Attorney; MICHAEL A. HESTRIN, District Attorney of Riverside County, by Harold  
3 R. Anderson and Jonathan Magno, Deputy District Attorneys; and JEFFREY F. ROSEN, District  
4 Attorney of Santa Clara County, by Tamalca Harris and Jim Demertzis, Deputy District Attorneys  
5 (collectively, the “People”); and Capital One, N.A. (hereinafter, “Capital One” or “Defendant”) by and  
6 through their counsel of record, Latham & Watkins LLP, having stipulated to the entry of this Stipulated  
7 Final Judgment (the “Stipulated Judgment”) without the taking of proof, without this Stipulated  
8 Judgment constituting evidence or findings against or an admission of any party regarding any issue of  
9 law or fact alleged in the Complaint; all parties having waived the right to appeal; and the Court having  
10 considered the pleadings and good cause appearing:  
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13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

14 1. This Court has jurisdiction over the allegations and subject matter of the People's  
15 Complaint filed in this action, and the parties to this action. Venue is proper in this county, and this  
16 Court has jurisdiction to enter this Stipulated Judgment. This Stipulated Judgment is entered pursuant to  
17 California Business and Professions Code section 17200 et seq.  
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19 **APPLICABILITY**

20 2. Unless otherwise noted, all provisions of this Stipulated Judgment are applicable to  
21 Capital One, and to its officers, directors, employees, agents, representatives, subsidiaries and  
22 successors, and to all persons and other entities acting under or on behalf of Capital One with respect to  
23 debt collection practices for consumer credit cards that Capital One services (“Capital One Consumer  
24 Credit Card Account(s)”), including all direct and indirect subsidiaries of Capital One with actual or  
25 constructive notice of this Stipulated Judgment.  
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**CONDUCT PROVISIONS**

3. As used in this Stipulated Judgment:

a. The term “Business Day” refers to any day that is not a “Holiday” or “Optional bank holiday” within the meaning of California Civil Code §§ 7-7.1.

b. The term “California Resident” refers to an individual who, according to Capital One’s records at the time relevant to the applicable conduct provision of this Stipulated Judgment, has a Capital One Consumer Credit Card Account with an address the customer has provided for the delivery of statements in the State of California.

c. The terms “call(s)” or “place [a] call(s)” or “placing [a] call(s)” refers to attempting to make voice-to-voice telephonic contact with a California Resident regardless of what type of device is used to make that attempt and shall include any such attempt regardless of whether anyone answers the call and shall, for example, include attempts which result in no answer or reaching a voice mailbox or other answering system or device. Notwithstanding the foregoing, an attempt is not a “call” if the attempt does not result in a connection to the intended recipient’s device or otherwise does not produce a signal (audible or otherwise) on the intended recipient’s device showing that an attempt was made. Examples of attempts that do not constitute “calls” include (without limitation): an attempt resulting in a busy signal; an attempt resulting in a message from the telecommunications carrier that the call could not be connected; an attempt resulting in a message from the telecommunications carrier that the number has been changed; and calls to devices incapable of voice-to-voice telephonic contact, such as fax machines.

d. The term “debt collection” refers to that term as defined in the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788 et seq. (“RFDCPA”) and, with respect to this Stipulated Judgment, pertains to efforts to collect a past-due or otherwise delinquent debt on a Capital

1 One Consumer Credit Card Account, which efforts are made by anyone acting on behalf of or at the  
2 direction, request, or approval of Capital One. For the avoidance of doubt, promotional offers, customer  
3 service calls, calls to inform customers of potential fraud or identity theft activity and calls to investigate  
4 potential fraud or identity theft activity do not constitute “debt collection.”  
5

6 e. The term “Effective Date” means the later of December 15, 2022, or the date of entry of  
7 the Stipulated Final Judgment. Notwithstanding the foregoing, Capital One may designate an earlier  
8 Effective Date that is subsequent to the date of entry of this Stipulated Judgment.  
9

10 4. Capital One and all persons and entities described in Paragraph 2 of this Stipulated  
11 Judgment shall comply fully with the provisions of the RFDCPA that govern the activity described in  
12 Paragraphs 5-7 below, for the periods set forth therein.

13 5. On or prior to the Effective Date, and continuing for a period of four (4) years after the  
14 Effective Date, Capital One shall implement (if not already implemented) and maintain policies and  
15 procedures designed to prevent debt collection calls on Capital One Consumer Credit Card Accounts  
16 made by or on behalf of Capital One to any California Resident “with such frequency as to be  
17 unreasonable and to constitute harassment” to the California Resident “under the circumstances,” within  
18 the meaning of California Civil Code section 1788.11(e). More specifically, with respect to each Capital  
19 One Consumer Credit Card Account held by any California Resident, Capital One shall not place or  
20 cause to be placed more than seven (7) debt collection calls on that account in any consecutive seven-  
21 day period. This specific numerical limit on calling frequency shall apply to any debt collection calls  
22 made on behalf of Capital One with respect to that Capital One Consumer Credit Card Account,  
23 regardless of whether the calls are made by automated, manual, or other form of dialing, and regardless  
24 of whether the calls are placed or directed by employees of Capital One or employees of other persons  
25 or entities acting at the request, direction, or approval of Capital One and regardless of whether the  
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1 equipment or systems used to place the calls belongs to Capital One or to other persons or entities.  
2 Compliance with this limitation on call volume shall constitute compliance with California Civil Code  
3 section 1788.11(e).

4  
5 6. On or prior to the Effective Date, and continuing for a period of four (4) years after the  
6 Effective Date, Capital One shall cease all Capital One Credit Card Account debt collection calls to a  
7 telephone number identified by a California Resident call recipient as the wrong number for the Capital  
8 One Credit Card Account as to which the call was made, so long as the call recipient clearly  
9 communicates this information to Capital One either verbally to the Capital One agent or other  
10 representative handling the call, or by mail to Capital One at its address for general correspondence as  
11 indicated on Capital One's website at the time of mailing (currently: Capital One, P.O. Box 30285, Salt  
12 Lake City, UT 84130-0287). Capital One shall accept, and shall not dispute, the assertion by the call  
13 recipient that Capital One has reached a wrong number for that Capital One Credit Card Account and  
14 shall cease making further debt collection calls to that number for that Capital One Credit Card Account;  
15 this cessation shall occur within a reasonable time of receipt by Capital One of the wrong number  
16 notification, not to exceed two (2) Business Days for oral notification to the Capital One agent or other  
17 representative handling the call, and not to exceed seven (7) Business Days from Capital One's receipt  
18 of mailed notification. Notwithstanding the foregoing, calls (including debt collection calls) may be  
19 made to such telephone number in the following circumstances: (1) if a different Capital One account is  
20 or becomes associated with such telephone number (including, without limitation, if a new account is  
21 opened and the telephone number is provided with the new account application); (2) the account holder  
22 subsequently provides that number to Capital One and/or otherwise informs Capital One that the  
23 telephone number was not a wrong number; or (3) if Capital One or its agents or representatives  
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1 subsequently learn facts that would suggest to a reasonable person that the telephone number was not a  
2 wrong number with respect to the Capital One Credit Card Account.

3           7.       On or prior to the Effective Date, and continuing for a period of four (4) years after the  
4 Effective Date, for each California Resident who requests that Capital One cease debt collection calls as  
5 to a Capital One Credit Card Account, Capital One shall cease such calls as to that Capital One Credit  
6 Card Account and shall code the Capital One Credit Card Account so that the California Resident's  
7 telephone number shall not be called as to that Capital One Credit Card Account, so long as the  
8 California Resident clearly communicates this request to Capital One either verbally to the Capital One  
9 agent or other representative handling the call, by mail to Capital One at its address for general  
10 correspondence as indicated on Capital One's website at the time of mailing (currently: Capital One,  
11 P.O. Box 30285, Salt Lake City, UT 84130-0287), in such fashion as is expressly described in the  
12 California Resident's cardmember agreement, or as is expressly described on a recent billing statement  
13 for the Capital One Credit Card Account. This cessation shall occur within a reasonable time of receipt  
14 by Capital One of the request, not to exceed two (2) Business Days for oral notification to the Capital  
15 One agent or other representative handling the call, and otherwise not to exceed seven (7) Business Days  
16 from Capital One's receipt of a written request. Notwithstanding the foregoing, calls (including debt  
17 collection calls) may be made to such telephone number in the following circumstances: (1) if a different  
18 Capital One account is or becomes associated with such telephone number (including without limitation  
19 if a new account is opened and the telephone number is provided with the new account application); or  
20 (2) the account holder subsequently gives new consent to receive calls at such number. Where debt  
21 collection calls are resumed by reason of new consent, Capital One must make and preserve a record of  
22 such new consent and must honor any subsequent revocation of consent as set forth earlier in this  
23 Paragraph.  
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1           8.       Capital One shall, for a period of four (4) years commencing on the Effective Date,  
2 maintain in effect for all Capital One units that make debt collection calls related to Capital One Credit  
3 Card Accounts within the meaning of this Stipulated Judgment, policies and procedures designed to  
4 promote full compliance with this Stipulated Judgment and the requirements of the RFDCPA governing  
5 the matters described in Paragraphs 5-7 above; further, as soon as reasonably possible after the Effective  
6 Date, Capital One shall conduct periodic monitoring and testing to allow Capital One to confirm  
7 compliance with such policies and procedures.  
8

9           9.       Capital One shall, for the one-year period following the Effective Date, designate an  
10 officer, manager, supervisor or other representative who shall have oversight responsibility for Capital  
11 One's compliance with this Stipulated Judgment in California, and who shall be responsible for  
12 receiving and maintaining copies of the results of the monitoring and testing described in Paragraph 8  
13 above. The name, address and telephone number of the person with oversight responsibility will be  
14 provided to the People on or prior to the Effective Date. If, before one year following the Effective  
15 Date, the person with oversight responsibility is replaced or is no longer employed by Capital One, then  
16 within thirty (30) days of the appointment of a replacement, the name, address and telephone number of  
17 the replacement will be provided to the People.  
18

19           10.       One (1) year from the Effective Date, Capital One shall provide the People with a written  
20 report in a form substantially similar to **Exhibit B** hereto summarizing the results of the monitoring and  
21 testing activities described in Paragraph 8 above. The written report, and all other notifications required  
22 under this Stipulated Judgment, shall be directed to Head Deputy District Attorney Hoon Chun, or his  
23 successor in that position, at the address provided in the heading of this Stipulated Judgment.  
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25           11.       If, following the entry of this Stipulated Judgment, the People enter into a judgment,  
26 order, or settlement agreement with any other person or entity (“Other Party”) regarding the matters  
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1 addressed in Paragraphs 3-10 above, with any term or terms that Capital One believes are more  
2 favorable to the Other Party than this Stipulated Judgment is to Capital One, Capital One shall be  
3 entitled to make a motion to modify this Stipulated Judgment to replace the relevant language with such  
4 more favorable term or terms, and the People shall not oppose such motion to the extent that the motion  
5 addresses only the limitations on debt collection calling frequency or cessation of debt collection calls  
6 upon request as governed by Paragraphs 5-7 of this Stipulated Judgment.  
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8 **MONETARY RELIEF**

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10 12. By no later than fourteen (14) days after the date of entry of this Stipulated Judgment,  
11 regardless of whether such date is before or after the Effective Date, Capital One shall pay by separate  
12 checks to the entities listed below as costs of investigation in the total amount of \$300,000, which shall  
13 be payable as follows:

- 14 a. \$75,000 made payable to the Los Angeles County District Attorney's Office.  
15 b. \$75,000 made payable to the San Diego County District Attorney's Office.  
16 c. \$75,000 made payable to the Riverside County District Attorney's Office.  
17 d. \$75,000 made payable to the Santa Clara County District Attorney's Office.  
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19  
20 13. By no later than fourteen (14) days after the date of entry of this Stipulated Judgment,  
21 Capital One shall pay by check *cy pres* restitution in the amount of \$250,000, made payable to the  
22 Consumer Protection Prosecution Trust Fund, established in the case of *People v. ITT Consumer*  
23 *Financial Corporation* (Alameda Superior Court No. 656038-0).

24  
25 14. Pursuant to Business and Professions Code section 17206, Capital One shall pay, by  
26 separate checks, civil penalties in the amount of \$1,450,000, which shall be payable as follows:

- 27 a. \$362,500 made payable to the Los Angeles County District Attorney's Office.  
28 b. \$362,500 made payable to the San Diego County District Attorney's Office.



1 c. \$362,500 made payable to the Riverside County District Attorney's Office.

2 d. \$362,500 made payable to the Santa Clara County District Attorney's Office.

3 15. All payments made pursuant to this Stipulated Judgment and all correspondence and  
4 notices required in conjunction with those payments shall be delivered to: Hoon Chun, Head Deputy  
5 District Attorney, Los Angeles County District Attorney's Office, 211 West Temple Street, Suite 1000,  
6 Los Angeles, California, 90012.  
7

8 **DISCLAIMERS OF ADMISSION OF LIABILITY OR VIOLATIONS OF LAW**

9 16. This Stipulated Judgment is not and should not be construed as: (a) an admission of fact,  
10 liability, wrongdoing, misconduct, or illegal acts by any party, or (b) a finding of fact, law, liability,  
11 wrongdoing, misconduct, or illegal acts as alleged in the Complaint against any party by the Court.  
12 This Stipulated Judgment was entered into as a result of a stipulation of the parties for settlement  
13 purposes only, without any admissions or findings of fact or law with respect to any of the claims and  
14 allegations alleged in the Complaint. Neither this Stipulated Judgment nor any payment pursuant to this  
15 Stipulated Judgment may be used as evidence of any wrongdoing, misconduct, illegal acts, or liability of  
16 any sort relating to Defendant or that Defendant is or was liable or potentially liable for any of the acts  
17 or omissions alleged in this action. This Stipulated Judgment also is not an order of any state agency,  
18 regulator, commission, or other governmental authority that supervises Defendant or any affiliate  
19 thereof.  
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23 **MATTERS COVERED AND RELEASED BY THIS**  
24 **STIPULATED FINAL JUDGMENT**

25 17. This Stipulated Judgment shall have res judicata effect and shall fully and forever release,  
26 discharge and bar any action by the People (and any and all prosecuting authorities thereof) against  
27 Capital One, including without limitation any parents, subsidiaries, directors, officers, employees,  
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1 representatives, agents and successors of Capital One, asserting any claims arising prior to the date of  
2 entry of this Stipulated Judgment, and occurring anywhere within the State of California, for violation of  
3 California Business and Professions Code section 17200 or the Rosenthal Fair Debt Collection Practices  
4 Act, California Civil Code section 1788 et seq., in connection with outbound debt collection calls made  
5 by Capital One to California Residents as alleged in the Complaint in this action.  
6

7 18. Nothing herein precludes or affects the People’s right to seek to enforce this Stipulated  
8 Judgment, or to seek enforcement or penalties under California Business and Professions Code section  
9 17200 et seq., or the Rosenthal Fair Debt Collection Practices Act, California Civil Code section 1788 et  
10 seq., in the event of future violations of law by Capital One arising after the date of entry of this  
11 Stipulated Judgment.  
12

13 **ADMINISTRATIVE PROVISIONS**

14 19. This Stipulated Judgment is not based on conduct showing moral turpitude and is not  
15 intended to form the basis for any disqualifications contained in any federal or state securities laws, or  
16 the rules and regulations thereunder. This Stipulated Judgment is made without trial or adjudication of  
17 any issue of fact or law. Nothing in this Stipulated Judgment is an admission of liability by Capital One  
18 of any allegations made in the Complaint, nor a concession by the People that its claims are not well  
19 founded. This Stipulated Judgment does not represent a plea of nolo contendere by, or a conviction of,  
20 Capital One or any person or entity described in Paragraph 2 of this Stipulated Judgment. This  
21 Stipulated Judgment is not a final order of a state securities or insurance commission, or a state authority  
22 that supervises securities, banking, savings associations, credit unions or insurance. Nothing herein  
23 reduces Capital One’s obligations under this Stipulated Judgment or affects the People’s authority to  
24 enforce any rights hereunder.  
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1           20.     Nothing herein shall be construed as relieving Capital One of the obligation to comply  
2 with all state and federal laws, regulations, or rules, nor shall any of the provisions herein be deemed to  
3 be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

4  
5           21.     The provisions of this Stipulated Judgment do not bar, estop, or otherwise prevent the  
6 People or any other governmental agency from taking any other action against Capital One except as  
7 described in Paragraph 17.

8           22.     The provisions of this Stipulated Judgment are enforceable by the People before this  
9 Court. In any such enforcement action, the People may seek relief to enforce this Stipulated Judgment,  
10 including compliance with conduct provisions, the imposition of any penalties, and any other relief  
11 provided by California law, federal law, or authorized by a court of competent jurisdiction.

12  
13           23.     The parties agree that this Stipulated Judgment confers no rights or obligations on any  
14 third parties or persons not a party to this Stipulated Judgment.

15  
16           24.     Except as expressly permitted in California Business and Professions Code section  
17 17207, this Stipulated Judgment confers no rights or obligations on any third parties or persons not party  
18 to this Stipulated Judgment, except as provided in Paragraphs 2 and 17.

19           25.     To the extent any deadline or date in this Stipulated Judgment falls on a day other than a  
20 Business Day, the deadline or date shall be extended to the next Business Day.

21  
22   **RETENTION OF JURISDICTION**

23           26.     Jurisdiction is retained by the Court for the purpose of enabling any party to the  
24 Stipulated Judgment to apply to the Court at any time for such further orders and directions as may be  
25 necessary and appropriate for the construction or carrying out of the injunctive, conduct or other  
26 provisions of this Stipulated Judgment, for the modification, release, or dissolution of any injunctive or  
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1 conduct provisions contained in this Stipulated Judgment, and for the enforcement of compliance with  
2 this Stipulated Judgment or the punishment of violations of the Stipulated Judgment.

3 27. To the extent any change in binding law (such as through statute, regulation or judicial  
4 ruling) makes Capital One's obligations less stringent than those provided for in this Stipulated  
5 Judgment ("Less Stringent Law"), then the People shall at Capital One's request stipulate to modify,  
6 release or dissolve this Stipulated Judgment as may be necessary to conform it to such Less Stringent  
7 Law, or Capital One may file a motion seeking such modification, release or dissolution, and the People  
8 shall not oppose such motion.  
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10  
11 28. To the extent any change in circumstances, including, without limitation, changes in law  
12 restricting Capital One's ability to communicate with customers by means other than voice-to-voice  
13 telephone calls, has a materially adverse effect on Capital One's ability to collect debts owed to it, then  
14 Capital One shall have the right to file a motion requesting modification, release or dissolution of this  
15 Stipulated Judgment to the extent reasonably necessary to offset such materially adverse effect.  
16

17 29. The conduct provisions of this Stipulated Judgment in Paragraphs 3-10 above do not  
18 relieve Capital One of any other obligations and duties imposed by law.

19 30. The Clerk shall enter this Stipulated Judgment as final judgment, consisting of 13 pages,  
20 forthwith.  
21

22  
23  
24 Dated: 12/14/2022



25 **Gregory Keosian**

JUDGE OF THE SUPERIOR COURT  
COUNTY OF LOS ANGELES  
Gregory Keosian / Judge

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**Appendix**

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# Exhibit B

	<b>7 in 7 Call Caps</b>	<b>Wrong Number</b>	<b>Stop Calling / Do Not Call – C&amp;D Calling</b>
<b>Description</b>	Capital One shall not place or cause to be placed more than seven (7) debt collection calls on that account in any consecutive seven-day period.	Capital One shall cease all debt collection calls to a telephone number identified as the wrong number for the account as to which the call was made, so long as the call recipient clearly communicates this information either verbally to the agent or other representative handling the call, or by mail.	Capital One shall cease such calls as to that account and shall code the account so that the telephone number shall not be called as to that account, so long as the California Resident clearly communicates this request either verbally to the agent or other representative handling the call, or by mail.
<b>Reported Events<sup>1</sup></b>	<ul style="list-style-type: none"> <li>• X accounts impacted</li> </ul>	<ul style="list-style-type: none"> <li>• X accounts impacted</li> </ul>	<ul style="list-style-type: none"> <li>• X accounts impacted</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Abc 123</li> </ul>	<ul style="list-style-type: none"> <li>• abc123</li> </ul>	<ul style="list-style-type: none"> <li>• abc123</li> </ul>

<sup>1</sup> This report reflects information generated by, and available to, Capital One for California Residents, as that term is defined in paragraph 3(b) of the Final Judgment. To the extent that certain third parties acting on behalf of Capital One in the servicing of Capital One consumer credit cards lack automated programs necessary to generate reporting statistics, their data may not be included in this report.