

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between plaintiffs Bridgett Amadeck (“Amadeck”), Tiffany Alarcon (“Alarcon”), Charles C. Patterson (“Patterson”), David Mack (“Mack”), and Andrew Kalik (“Kalik”) (together, “Plaintiffs”), for themselves and the Settlement Class Members (as defined below), on the one hand, and, on the other hand, Capital One Bank (USA), N.A., Capital One, N.A., Capital One Financial Corporation, Capital One Services, LLC, Capital One Services II, LLC (together, “Capital One”), and the following vendors who made calls on behalf of Capital One: Capital Management Systems, LP (“CMS”), Leading Edge Recovery Solutions, LLC (“Leading Edge”), and AllianceOne Receivables Management, Inc. (“AllianceOne”) (collectively “Participating Vendors” and, together with Capital One, “Defendants”). Plaintiffs and Defendants, the Parties to the Settlement, are referred to collectively in this Settlement Agreement as the “Parties.”

I. RECITALS

1.01 On August 25, 2011, Nicholas Martin (“Martin”) filed a class action in the Northern District of Illinois against Leading Edge Recovery Solutions, LLC (“Leading Edge”), a collection agency based in Illinois, captioned *Martin v. Leading Edge Recovery Solutions, LLC*, C.A. No. 1:11-05886 (N.D. Ill.). The complaint did not name Capital One as a defendant. Martin added Capital One as a defendant, and Mack as an additional plaintiff, on January 18, 2012 (the “Mack Action”). The Second Amended Complaint in the *Mack* Action alleged that Capital One and Leading Edge violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”) by using an automatic telephone dialing system and/or an artificial prerecorded voice to call cellular telephones without the prior express consent of Mack, Martin, and the potential class members.

1.02 On January 23, 2012, Felix Hansen (“Hansen”), Amadeck, and Albert H. Kirby (“Kirby”) filed a Complaint in the United States District Court for the Western District of

Washington captioned *Amadeck et al. v. Capital One Financial Corp. and Capital One Bank (USA) NA*, Case No. 12-cv-00244 RSL (W.D. Wash.) (“*Amadeck Action*”). The Complaint in the *Amadeck Action* alleged that Capital One violated the TCPA by using an automatic telephone dialing system and/or an artificial prerecorded voice to call phones without the prior express consent of Hansen, Amadeck, Kirby, and the potential class members.

1.03 On February 14, 2012, Patterson filed a Complaint in the United States District Court for the Northern District of Illinois captioned *Patterson v. Capital Management Services, LP*, Case No. 12-cv-01061 (N.D. Ill.) (the “*Patterson Action*”). Patterson added Capital One Bank (USA) N.A. as a defendant on February 21, 2012. The Amended Complaint in the *Patterson Action* alleged that Capital One and CMS violated the TCPA by using an automatic telephone dialing system and/or an artificial prerecorded voice to call cellular telephones without the prior express consent of Patterson and the potential class members.

1.04 On August 7, 2012, Alarcon filed a nationwide class action in the Northern District of California captioned *Alarcon v. Cap. One Bank (USA) N.A., et al.*, Civ. No. 3:12-CV-4145 (N.D. Cal.) (the “*Alarcon Action*”). The Complaint in the *Alarcon Action* alleged that Capital One violated the TCPA by using an automatic telephone dialing system and/or an artificial prerecorded voice to call cellular telephones without the prior express consent of Alarcon and the potential class members. Alarcon voluntarily dismissed this lawsuit on October 1, 2012.

1.05 On December 10, 2012, the Joint Panel on Multidistrict Litigation (“JPML”) transferred the *Mack*, *Amadeck*, and *Patterson* class actions and related individual actions involving TCPA allegations to the Northern District of Illinois. Plaintiffs filed a Consolidated Master Class Action Complaint (“Master Complaint”) on February 28, 2013 against Capital One, Leading Edge, and CMS. *See In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Docket No. 1:12-cv-10064, Dkt. 19. The Master Complaint superseded the complaints filed in the *Mack*, *Amadeck*, and *Patterson* class actions, and was amended on June 13, 2014. *Id.*, Dkt. 120.

1.06 Capital One, CMS, AllianceOne, and Leading Edge deny all material allegations contained in the Master Complaint. Defendants specifically deny that they used automated dialers or prerecorded voice messages to call Plaintiffs or potential class members without their prior express consent; that they violated the TCPA; and that Plaintiffs and potential class members are entitled to any relief. Defendants further contend that the allegations contained in the Master Complaint are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle all claims alleged in the Master Complaint on the terms set forth in this Agreement, subject to Court approval.

1.07 This Settlement Agreement resulted from good faith, arm's-length settlement negotiations over many months, including three in-person and two telephonic mediation sessions before the Honorable Edward A. Infante (Ret.) of JAMS. Plaintiffs, Capital One, and Leading Edge submitted detailed mediation submissions to Judge Infante setting forth their respective views as to the strengths of their cases. Additionally, Plaintiffs have reviewed reasonably accessible data that Defendants have produced and have confirmed the number of persons in the Settlement Class. Capital One has also provided information confirming the business practice changes that it has developed and implemented, including significant enhancements to its calling systems designed to prevent the calling of a cellular telephone with an autodialer unless the recipient of the call has provided prior express consent. These practice changes constitute the Settlement's core relief.

1.08 The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

1.09 The Settlement contemplated by this Settlement Agreement is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims, upon and subject to the terms and conditions hereof.

II. DEFINITIONS

2.01 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release between Plaintiffs and Defendants and each and every exhibit attached hereto.

2.02 “Approved Claims” means claims made by Settlement Class Members that have been timely submitted and approved for payment.

2.03 “Capital One” refers collectively to Capital One Bank (USA), N.A., Capital One, N.A.; Capital One Financial Corporation; Capital One Services, LLC; and Capital One Services II, LLC.

2.04 “CAFA Notice” refers to the notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) to be provided by the Claims Administrator pursuant to Section 8.06.

2.05 “Call” means voice calls but not texts.

2.06 “Cash Award” means a cash payment from the Settlement Fund to an eligible Settlement Class Member.

2.07 “Claims Administration” means the activities of the Claims Administrator consistent with the terms of this Settlement.

2.08 “Claims Administrator” means BrownGreer PLC.

2.09 “Claim Form” means one of the claim forms to be submitted by Settlement Class members in substantially the form attached hereto as Exhibits A and B2.

2.10 “Claims Deadline” means ninety (90) calendar days after the Settlement Notice Date.

2.11 “Claims Period” means the 90-day period that begins on the Settlement Notice Date.

2.12 “Class Counsel” means and includes:

- a. Mack’s Counsel, as follows: Burke Law Offices, LLC
- b. Amadeck’s Counsel, as follows: Williamson & Williams, and Terrell Marshall Daudt & Willie PLLC;
- c. Patterson’s Counsel, as follows: Keogh Law, Ltd.;
- d. Alarcon’s Counsel, as follows: Lief Cabraser Heimann & Bernstein, LLP, and Meyer Wilson Co., LPA; and
- e. Kalik’s counsel, as follows: Williamson & Williams, and Terrell Marshall Daudt & Willie PLLC.

2.13 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court.

2.14 “Class Period” has the following meanings:

- a. “Capital One Class Period” means from January 18, 2008, through June 30, 2014;
- b. “Participating Vendor Class Period” means from February 28, 2009, through June 30, 2014.

2.15 “Class Representatives” means Plaintiffs Mack, Amadeck, Patterson, Kalik, and Alarcon.

2.16 “Court” means the United States District Court for the Northern District of Illinois, and U.S. District Judge James F. Holderman, Jr., to whom the *Mack*, *Amadeck*, and *Patterson* Actions were transferred by the JPML on December 10, 2012, MDL No. 2416, Master Case No. 1:12-cv-10064, and before whom the Consolidated Master Class Action Complaint (Dkt. 19) was filed on February 28, 2013, and was amended on June 13, 2014 (Dkt. 120).

2.17 “Credit Card Account” means any revolving line of credit that requires payment of an amount due by a due date regardless of whether used for consumer or business purposes or if accessed by a card or other access device. Credit Card Account does not include any

residential mortgage loan account, any revolving line of credit secured by real property, or any savings account, checking account, installment loan account, student loan account, or auto loan account.

2.18 “Cy Pres Distribution” means monies that may be distributed in connection with the Settlement, pursuant to Section 7.04.f.

2.19 “Effective Date” means the date when the Judgment has become final as provided in Section 12.

2.20 “Fairness Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, also referred to herein as the “Final Approval Hearing.”

2.21 “FCC” means the Federal Communications Commission.

2.22 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, sometimes referred to herein as the “Fairness Hearing.”

2.23 “Final Approval Order” means the order to be submitted to the Court in connection with the Final Approval Hearing, substantially in the form attached hereto as Exhibit C.

2.24 “Final Distribution Date” means the earlier of (i) the date as of which all the checks for Cash Awards have been cashed, or (ii) 210 calendar days after the date on which the last check for a Cash Award was issued.

2.25 “Funding Date” means five (5) business days after the Effective Date.

2.26 “Lead Class Counsel” means and includes: Lieff Cabraser Heimann & Bernstein, LLP, and Terrell Marshall Daudt & Willie PLLC, as designated by the Court.

2.27 “This Litigation” means the action described by the Consolidated Master Class Action Complaint filed in the Northern District of Illinois on February 28, 2013, as amended by the Amended Consolidated Master Class Action Complaint. *See In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Case No. 1:12-cv-10064, Dkts. 19,

120.

2.28 “Master Complaint” means the Consolidated Master Class Action Complaint filed in the Northern District of Illinois on February 28, 2013, as amended on June 13, 2014. *See In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Case No. 1:12-cv-10064, Dkts. 19, 120.

2.29 “Notice” means the notices to be provided to Settlement Class Members as set forth in Section 8 including, without limitation, Email Notice, Mail Notice, Publication Notice, and Internet Notice. The forms of the Email Notice, Mail Notice, Publication Notice, and Internet Notice are attached hereto collectively as Exhibit B.

2.30 “Notice Databases” means the databases containing Settlement Class Members’ information Defendants have provided pursuant to Section 7.02.

2.31 “Objection Deadline” means sixty (60) calendar days after the Settlement Notice Date.

2.32 “Opt-Out Deadline” means sixty (60) calendar days after the Settlement Notice Date.

2.33 “Participating Vendor” means the three Capital One calling vendors who have agreed to participate in the Settlement: CMS, Leading Edge, and AllianceOne.

2.34 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with Motion for Preliminary Approval, in the form attached hereto as Exhibit D.

2.35 “Released Claims” means the claims released in Section 14.

2.36 “Released Parties” means (1) Capital One Bank (USA) N.A., Capital One, N.A., Capital One Financial Corporation, Capital One Services, LLC, Capital One Services II, LLC, and each of their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint

ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; (2) Leading Edge Recovery Solutions, LLC, and each of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; (3) Capital Management Systems LP, each of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; (4) AllianceOne Receivables Management, Inc., and each of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives. “Released Parties” specifically includes all corporate affiliates of Capital One, Leading Edge, CMS, and AllianceOne, respectively, that are related to Capital One’s credit-card lines of business. It also includes all entities with which Capital One contracts to obtain representatives to place calls using Capital One’s dialers.

2.37 “Request for Exclusion” means the written submission submitted by a Settlement Class Member to opt out of the Settlement consistent with the terms of this Agreement.

2.38 “Settlement” means the Settlement set forth in this Agreement between Plaintiffs and Defendants and each and every exhibit attached hereto.

2.39 “Settlement Class” means and includes all persons within the United States who

received a non-emergency telephone call from Capital One's dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through June 30, 2014; and all persons within the United States who received a non-emergency telephone call from a Participating Vendor's dialer(s) made on behalf of Capital One to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014.

2.40 "Settlement Class Members" means the Plaintiffs and those persons who are members of the Settlement Class, as set forth in the Settlement Class as defined above, and who do not submit a timely and valid Request for Exclusion from the Settlement Class.

2.41 "Settlement Costs" means all costs incurred by the Settlement Class and their attorneys, including but not limited to Plaintiffs' attorneys' fees, their costs of suit, Plaintiffs' expert or consultant fees, any incentive payments paid to the Class Representatives, notice costs, costs of Claims Administration, and all other costs of administering the settlement.

2.42 "Settlement Fund" means the \$75,455,098.74 fund consisting of (1) the non-reversionary cash sum that Capital One will pay to settle this Litigation and obtain a release of all Released Claims in favor of all Capital One Released Parties, in the amount of \$73,000,000; (2) the non-reversionary cash sum that Leading Edge will pay to settle this Litigation and obtain a release of all Released Claims in favor of Leading Edge and Capital One Released Parties, in the amount of \$996,205.71; (3) the non-reversionary cash sum that CMS will pay to settle this Litigation and obtain a release of all Released Claims in favor of CMS and Capital One Released Parties, in the amount of \$24,220.08; and (4) the non-reversionary cash sum that AllianceOne will pay to settle this Litigation and obtain a release of all Released Claims in favor of AllianceOne and Capital One Released Parties, in the amount of \$1,434,672.95.

2.43 "Settlement Notice Date" means thirty (30) calendar days after the Preliminary Approval Order is issued.

2.44 “Settlement Website” means the Internet website operated by the Claims Administrator as described in Section 8.04.

2.45 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, and any regulations or rulings promulgated under it.

III. ALL PARTIES RECOMMEND APPROVAL OF THE SETTLEMENT

3.01 Defendants’ Position on the Conditional Certification of Settlement Class.

Defendants dispute that a class would be manageable and further deny that a litigation class properly could be certified on the claims asserted in this Litigation. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose the certification of the Settlement Class for the purposes of only this Settlement. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a litigation class is appropriate, nor would Defendants be precluded from challenging class certification in further proceedings in this Litigation or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Litigation or any other judicial proceeding. No agreements made by or entered into by Defendants in connection with the Settlement Agreement may be used by Plaintiffs, any Settlement Class Member, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Litigation or any other judicial proceeding.

3.02 Plaintiffs’ Belief in the Merits of Case. Plaintiffs believe that the claims asserted in this Litigation have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs that there is any infirmity in the claims asserted by Plaintiffs, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have

asserted.

3.03 Plaintiffs Recognize the Benefits of Settlement. Plaintiffs recognize and acknowledge, however, the expense and amount of time which would be required to continue to pursue this Litigation against Defendants, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Plaintiffs have concluded that it is desirable that this Litigation and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiffs and Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein.

IV. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

4.01 Changes in Capital One's Business Practices. The Parties agree that the core relief under the Settlement is Capital One's business practice changes. As a benefit to all Settlement Class Members, Capital One has developed and implemented significant enhancements to its calling systems designed to prevent the calling of a cellular telephone with an autodialer unless the recipient of the call has provided prior express consent. To the extent that Congress, the FCC, or any other relevant federal regulatory authority promulgates different requirements under the TCPA, 47 U.S.C. § 227, *et seq.*, or any other law or regulatory promulgation that would govern any conduct affected by the Settlement, those laws and regulatory provisions will control with respect to Capital One's business practice changes.

4.02 Monetary Consideration. In addition to the business practice changes set forth in Section 4.01, (1) Capital One will pay a non-reversionary cash sum in the amount of \$73,000,000 into the Settlement Fund; (2) Leading Edge will pay a non-reversionary cash sum in the amount of \$996,205.71 into the Settlement Fund; (3) Capital Management will pay a non-reversionary cash sum in the amount of \$24,220.08 into the Settlement Fund; and (4) AllianceOne will pay a non-reversionary cash sum in the amount of \$1,434,672.95 into the Settlement Fund. These amounts will be paid by Defendants to the Claims Administrator on the

Funding Date.

4.03 Eligibility for Cash Awards. Cash Awards will be made to eligible Settlement Class Members on a claims-made basis. Each Settlement Class Member will be entitled to make one claim for a Cash Award regardless of the number of accounts the Settlement Class Member had, the number of times the Settlement Class Member was called, the number of cellular numbers at which the Settlement Class Member was called, and whether the Settlement Class Member was called by Capital One or a Participating Vendor.

4.04 Amount Paid per Claim. Each Settlement Class Member who makes a valid and timely claim will receive a Cash Award. The amount of each Cash Award will be determined by the following formula: $(\text{Total Settlement Fund} - \text{Settlement Costs}) \div (\text{Total Number of Approved Claims}) = \text{Cash Award}$. Therefore, the Cash Award for each Settlement Class Member who makes a valid and timely claim is the Settlement Class Member's pro rata share of the total payments to Settlement Class Members from the Settlement Fund.

V. ATTORNEYS' FEES, COSTS AND PAYMENT TO CLASS REPRESENTATIVES

5.01 Attorneys' Fees and Costs. Class Counsel will move the Court for an award of attorneys' fees and expenses to be paid from the Settlement Fund. Defendants will not object to any request by Class Counsel for attorneys' fees in an amount not exceeding 30% (thirty percent) of the Settlement Fund, nor object to any amounts sought for the costs incurred by Class Counsel in representing the named Plaintiffs and the Settlement Class Members in the Litigation. Class Counsel will be entitled to payment of the fees awarded by the Court out of the Settlement Fund no later than the Effective Date.

5.02 Payment to Class Representatives. The Class Representatives will ask the Court to award them incentive payments for the time and effort they have personally invested in the Litigation. Defendants will not object to such incentive payments to be paid to Mack, Amadeck, Kalik, Patterson, and Alarcon from the Settlement Fund provided they do not exceed \$25,000 in the aggregate (or \$5,000 for each Class Representative), subject to Court approval. Within five

(5) business days after the Funding Date, and after receiving W-9 forms from the Class Representatives, the Claims Administrator will pay to Class Counsel the amount of incentive payments awarded by the Court, and Class Counsel will disburse such funds to the Class Representatives.

5.03 Settlement Independent of Award of Fees, Costs and Incentive Payments. The payments of attorneys' fees, costs, and incentive payments set forth in Sections 5.01 and 5.02 are subject to and dependent upon the Court's approval as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, this Settlement is not dependent or conditioned upon the Court's approving Plaintiffs' requests for such payments or awarding the particular amounts sought by Plaintiffs. In the event the Court declines Plaintiffs' requests or awards less than the amounts sought, this Settlement will continue to be effective and enforceable by the Parties.

VI. PRELIMINARY APPROVAL

6.01 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit D. Pursuant to the motion for preliminary approval, the Plaintiffs will request that:

- a. the Court conditionally certify the Settlement Class for purposes of this Settlement only and appoint Class Counsel as counsel for the Class for settlement purposes only;
- b. the Court preliminarily approve the Settlement and this Agreement as fair, adequate, and reasonable, and within the reasonable range of possible final approval;
- c. the Court approve the forms of Notice and find that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
- d. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and,

e. the Court set the Claims Deadline, the Objection Deadline, and the Opt-Out Deadline.

VII. ADMINISTRATION AND NOTIFICATION PROCESS

7.01 Third-Party Claims Administrator. The Claims Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice, obtaining new addresses for returned email and mail, setting up and maintaining the Settlement Website and toll-free telephone number, fielding inquiries about the Settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting any Claim Form where there is evidence of fraud (as determined by the Claims Administrator under policies and procedures developed by the Claims Administrator and approved by the Parties), directing the mailing of Cash Awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide monthly updates on the claims status to counsel for all Parties.

7.02 Notice Databases. To facilitate the notice and claims administration process, Defendants have provided to the Claims Administrator, in an electronically searchable and readable format, Notice Databases which include the names, last known email address, last known mailing addresses, truncated account numbers, and cellular telephone numbers called for all known members of the Settlement Class, as such information is contained in Defendants' reasonably available computerized account records. Defendants represent for settlement purposes that the size of the Settlement Class is comprised of people throughout the United States who possess approximately 21.2 million unique cellular telephone numbers. If any of the terms of this Settlement relating to the Claims Administrator's services would unreasonably hinder or delay such processes or make them more costly, the Claims Administrator will so advise the Parties, and the Parties will accommodate the Claims Administrator to the extent necessary to carry out the intent of this Settlement Agreement. Any personal information relating

to members of the Settlement Class provided to the Claims Administrator or Class Counsel pursuant to this Settlement will be provided solely for the purpose of providing notice to members of the Settlement Class and allowing them to recover under this Settlement; will be kept in strict confidence; will not be disclosed to any third party; and will not be used for any other purpose. The Claims Administrator shall return the Notice Databases to Capital One and the relevant Participating Vendors within ninety (90) days after the Effective Date.

7.03 Payment of Notice and Claims Administration Costs. Capital One will pay the reasonable costs of notice and Claims Administration that are incurred prior to the creation of the Settlement Fund, and Capital One will be given credit for all such payments which will be deducted from the Settlement Fund as set forth below. The Claims Administrator will provide to the Parties an estimate of the amount of costs required to email and mail Notice, establish the Settlement Website, and establish a toll-free telephone number, as well as any other initial administration costs to the Parties. Capital One will pay the estimated amount to the Claims Administrator within ten (10) business days after the entry of the Preliminary Approval Order. After that upfront payment of administration costs by Capital One, the Claims Administrator will bill Capital One monthly for the reasonable additional costs of Claims Administration, until such time as the Settlement Fund is established. Any amounts paid by Defendant for the estimated costs of Claims Administration which are not incurred by the Claims Administrator will be used for other Claims Administration costs, or will be deducted from future billings by the Claims Administrator. The Claims Administrator will maintain detailed records of the amounts spent on the administration of the Settlement and will provide those to the Parties monthly. At such time that Capital One funds the Settlement Fund, all amounts previously paid to the Claims Administrator by Capital One will be deducted from the total payment which Capital One is required to pay to create the Settlement Fund. After Capital One has created the Settlement Fund, Capital One will have no further obligation to pay any amount under this Settlement Agreement, and any additional Settlement Costs will be paid out of the Settlement Fund.

7.04 Distribution of the Settlement Fund. The Claims Administrator will distribute the

funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

a. first, the Claims Administrator will pay to Class Counsel the attorneys' fees, costs, and expenses ordered by the Court as set forth in Section 5.01;

b. next, no later than five (5) business days after the Funding Date, the Claims Administrator will pay to the Class Representatives any incentive award ordered by the Court, as described in Section 5.02;

c. next, no later than fifteen (15) calendar days after the Funding Date, the Claims Administrator will be paid for any unreimbursed costs of administration;

d. next, no later than twenty-five (25) calendar days after the Funding Date, the Claims Administrator will pay the Cash Awards to eligible Settlement Class Members pursuant to Section 9;

e. next, if checks that remain uncashed after 210 calendar days after the first pro rata distribution yield an amount that, after administration costs, would allow a second pro rata distribution to the qualifying Settlement Class Members equal to or greater than \$1.00 per Settlement Class Member, the Claims Administrator will distribute any such funds on a pro rata basis to Settlement Class Members who cashed settlement checks.

f. next, if a second pro rata distribution is not made, the uncashed amount will be paid to a non-profit(s) to be determined. If, for any reason, the Parties determine that the proposed recipient is no longer an appropriate recipient, or the Parties no longer agree on the proposed recipient, or the Court determines that the proposed recipient is not or is no longer an appropriate recipient, the Parties will agree on a replacement recipient of such monies, subject to Court approval.

g. Finally, if a second pro rata distribution is made, the amount of any checks that remain uncashed 210 calendar days after that distribution will be distributed to the non-profits(s) indicated in Section 7.04.f. Upon request by a Settlement Class Member, the Claims Administrator may re-issue settlement checks, provided that such re-issued checks will not be

negotiable beyond the date that is one hundred eighty (180) calendar days after the date of issuance of the original check to such Settlement Class Member.

VII. NOTICES

8.01 Timing of Class Notice. Class Notice will be provided to all persons in the Settlement Class within thirty (30) calendar days following entry of the Preliminary Approval Order as described herein.

8.02 E-Mailing or Mailing of Settlement Notice. The Claims Administrator will send the Settlement Notice via: (i) electronic mail, to the most recent email address as reflected in Capital One's reasonably available computerized account records, to all persons in the Settlement Class for whom such records exist and who have not opted out of receiving electronic mail from Capital One, in accordance with Capital One's currently existing email opt-out policies; or (ii) first class mail, to the most recent mailing address as reflected in Capital One's reasonably available computerized account records, for those persons in the Settlement Class for whom Capital One does not have an email address (as reflected in reasonably available computerized account records) and/or who have opted out of receiving emails from Capital One, in accordance with Capital One's currently existing email opt-out policies, and to those persons in the Settlement Class whose emails are undeliverable.

a. Address Confirmation. The last known address of persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Claims Administrator will check each address against the United States Post Office National Change of Address Database before the initial mailing; (b) the Claims Administrator will conduct a reasonable search to locate an updated address for any person in the Settlement Class whose Settlement Notice is returned as undeliverable; (c) the Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and, (d) the Claims Administrator will update addresses based on any requests received from persons in the Settlement Class.

b. Re-Mailing of Returned Settlement Notices. The Claims Administrator will promptly re-mail any Notices that are returned as non-deliverable with a forwarding address to such forwarding address. For all returned mail, the Claims Administrator will perform data searches and other reasonable steps to attempt to obtain better contact information on the Settlement Class Member. All costs of such research will be considered Settlement Costs and deducted from the Settlement Fund.

c. Costs Considered Settlement Costs. All costs of address confirmation, data searches, and re-mailing of Returned Settlement Notices will be considered Settlement Costs and deducted from the Settlement Fund.

8.03 Publication Notice. The Claims Administrator will design and conduct a nationwide publication website-based notice program which the Parties and the Claims Administrator believe will fully satisfy the requirements of due process. The nationwide publication website-based notice program will be agreed to by the Parties and submitted to the Court on or before July 29, 2014. The nationwide publication website-based notice program will be initiated on the Settlement Notice Date. The Publication Notice will be published on the Settlement Website on the same date, and retained on the website thereafter.

8.04 Internet Notice. By the Settlement Notice Date, the Claims Administrator will maintain and administer a dedicated settlement Website (www.CapitalOneTCPAsettlement.com) containing class information and related documents, along with information necessary to file a claim, and an electronic version of the Claim Form members can download, complete, and submit electronically. At a minimum, such documents will include the Settlement Agreement and attached exhibits, E-mail Notice, Mail Notice, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, and when filed, the Preliminary Approval Order and the Final Approval Order. The Website will be taken down and rendered inaccessible by 240 calendar days after the first pro rata distribution.

8.05 Toll-Free Telephone Number. Within ten (10) business days of the issuance of the Preliminary Approval Order, the Claims Administrator will set up a toll-free telephone

number for receiving toll-free calls related to the Settlement. That telephone number will be maintained until thirty (30) calendar days after the Claims Deadline. After that time, and for a period of ninety (90) calendar days thereafter, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and the details regarding the Settlement may be reviewed on the related Settlement Website.

8.06 CAFA Notice. The Claims Administrator will be responsible for serving the required CAFA Notice within ten (10) calendar days after the filing of the Preliminary Approval Motion.

IX. CLAIMS PROCESS

9.01 Potential Claimants. Each member of the Settlement Class who does not timely and validly request exclusion from the Settlement as required in this Agreement will be a Settlement Class Member and entitled to make a claim. Each Settlement Class Member will be entitled to make a single claim for one call regardless of the number of accounts the Settlement Class Member had, the number of times the Settlement Class Member was called, or the number of cellular numbers at which the Settlement Class Member was called.

9.02 Conditions for Claiming Cash Award. To make a claim, a Settlement Class Member must submit by the Claims Deadline a valid and timely Claim Form, which, depending on the method of filing a claim, will contain the information set forth in either Exhibit A or Exhibit B2 attached hereto. If a Settlement Class Member fails to fully complete a Claim Form, the Claim Form will be invalid. Any Settlement Class Member who has submitted or submits an incomplete or inaccurate Claim Form will be permitted to re-submit a Claim Form within thirty-five (35) calendar days after the sending of notice of the defect by the Claims Administrator. Class Counsel will be kept apprised of the volume and nature of defective claims and allowed to communicate with Settlement Class Members as they deem appropriate to cure such deficiencies.

9.03 Mailing of Settlement Checks. Settlement checks will be sent to qualified

Settlement Class Members by the Claims Administrator via U.S. mail no later than twenty-five (25) calendar days after the Funding Date. If any settlement checks are returned, the Claims Administrator will attempt to obtain a new mailing address for that Settlement Class Member by taking the steps described in Section 8.02. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Claims Administrator to resend the check. The Claims Administrator will advise Class Counsel and counsel for Defendants of the names of the Settlement Class Members whose checks are returned by the postal service as soon as practicable. Each settlement check will be negotiable for one hundred eighty (180) calendar days after it is issued. If checks that remain uncashed after two hundred ten (210) calendar days after the first pro rata distribution yield an amount that, after administration costs, would allow a second pro rata distribution to the qualifying Settlement Class Members equal to or greater than \$1.00 per qualifying Settlement Class Member, a second pro rata distribution will be made. If a second pro rata distribution is made, the amount of any checks that remain uncashed after two hundred ten (210) calendar days after that second distribution will be distributed to the non-profit(s) indicated in Section 7.04.f. Upon request by a claimant, the Claims Administrator may re-issue settlement checks, provided that such re-issued checks will not be negotiable beyond that date that is one hundred eighty (180) calendar days after the date of issuance of the original check to such claimant.

X. OPT-OUTS AND OBJECTIONS

10.01 Opting Out of the Settlement. Any members of the Settlement Class who wish to exclude themselves from the Settlement Class must advise the Claims Administrator by providing a written Request for Exclusion, and their opt out request must be postmarked no later than the Opt-Out Deadline.

10.02 Deadline. The Claims Administrator will provide the Parties with copies of each Request for Exclusion it receives, and will provide a list of each Settlement Class Member who timely and validly opted out of the Settlement in its declaration filed with the Court, as required

by Section 11.01. Settlement Class Members who do not properly and timely submit a Request for Exclusion will be bound by this Agreement and the Judgment, including the releases in Section 14 below.

a. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, and cellular telephone number(s) at which the Settlement Class Member alleges he or she received a call from one of the Defendants, and must state that he or she wishes to be excluded from the Settlement.

b. Any member of the Settlement Class who submits a valid and timely Request for Exclusion will not be a Settlement Class Member and will not be bound by the terms of this Agreement.

10.03 Objections. Any Settlement Class Member who intends to object to the fairness of this Settlement must file a written Objection with the Court by the Objection Deadline.

a. In the written Objection, the Settlement Class Member must state his or her full name, address, and cellular telephone number(s) that the Settlement Class Member alleges received a call from one of the Defendants, and must state the reasons for his or her Objection, and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must also be attached to the Objection.

b. The Parties will have the right to depose any objector to assess whether the objector has standing.

10.04 Fairness Hearing. Any Settlement Class Member who has timely filed an Objection may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

XI. FINAL APPROVAL AND JUDGMENT ORDER

11.01 No later than fourteen (14) calendar days prior to the Final Approval Hearing, the

Claims Administrator will file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

11.02 If the Court issues the Preliminary Approval Order, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

a. All Parties will request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as Exhibit C, with Class Counsel filing a memorandum of points and authorities in support of the motion; and,

b. Class Counsel and/or Defendants may file a memorandum addressing any Objections submitted to the Settlement.

11.03 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any Objections to the Settlement should be overruled, whether the fee award and incentive payments to the Class Representatives should be approved, and whether a Judgment finally approving the Settlement should be entered.

11.04 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and enters a final Judgment and:

a. finds that the Notice provided satisfies the requirements of due process and Federal Rules of Civil Procedure Rule 23(e)(1);

b. finds that Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;

c. finds that the Settlement Agreement is fair, reasonable, and adequate with respect to the Settlement Class, that each Settlement Class Member will be bound by this Agreement, including the releases in Sections 14.01 and 14.02, and the covenant not to sue in Section 14.04, and that this Settlement Agreement should be and is approved;

d. dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted in the Litigation;

e. permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against any of the Defendants or the Released Parties; and,

f. retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement Agreement.

XII. FINAL JUDGMENT

12.01 The judgment entered at the Final Approval Hearing will be deemed final:

a. Thirty (30) calendar days after entry of the Judgment approving the Settlement if no document is filed within that time seeking appeal, review, or rehearing of the Judgment; or

b. If any such document is filed, then five (5) business days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described in Section 11.04.

XIII. CONFIRMATORY DISCOVERY

13.01 Class Counsel hereby represent that they have conducted discovery to confirm the accuracy of the information provided to them during the course of the Litigation and the Parties' settlement negotiations. The purpose of that discovery was to confirm: (a) the total number of Settlement Class Members, i.e., those persons who were actually called by Capital One or by the Participating Vendors on cellular telephone numbers during the Class Period in connection with Capital One's Credit Card Accounts, and the process used to determine that number; (b) changes to Capital One's business practices as described in Section 4.01; and (c) to ascertain and evaluate the class claims and potential obstacles to certification as well as other factors relevant to the Settlement. This discovery is to be used solely for purposes of this Settlement and, consistent

with Sections 16.01 and 16.02 below, may not be used for any purpose in the event this Agreement is terminated or is not fully and finally approved by the Court.

XIV. RELEASE OF CLAIMS

14.01 Released Claims. Plaintiffs and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents, hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Plaintiffs and the Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims. The release does not apply to members of the Settlement Class who opt out of the Settlement by submitting a valid and timely Request for Exclusion. “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to: (i) Capital One’s use of an “automatic telephone dialing system” or “artificial or prerecorded voice” to contact or attempt to contact Settlement Class Members in connection with Capital One’s Credit Card Accounts via Calls, as defined above, from January 18, 2008, to June 30, 2014, and/or (ii) any Participating Vendor’s use of an “automatic telephone dialing system” or “artificial or prerecorded voice” to contact or attempt to contact Settlement Class Members in connection with Capital One’s Credit Card Accounts via Calls, as defined

above, from February 28, 2009, to June 30, 2014. Released Claims include the claims of Capital One Credit Card Account holders and non-account holders who are members of the Settlement Class. Released Claims include all TCPA claims and all state law claims arising out of the same Calls to cellular telephones as the TCPA claims.

14.02 Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14.03 Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

14.04 Covenant Not To Sue. Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

XV. TERMINATION OF AGREEMENT

15.01 Either Plaintiffs or Capital One May Terminate the Agreement. Plaintiffs and Capital One will each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or Capital One reasonably consider material, unless such modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court approval of attorneys’ fees and costs, or their amount, is not a condition of the Settlement;
- d. the Effective Date does not occur; or
- e. any other ground for termination provided for elsewhere in this Agreement occurs.

15.02 Revert to Status Quo If Plaintiffs or Capital One Terminates. If either Plaintiffs or Capital One terminate this Agreement as provided in Section 15.01, the Agreement will be of no force and effect and the Parties’ rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Capital One.

15.03 Any Participating Vendor May Terminate Its Participation in the Agreement.

Each Participating Vendor will have the right to unilaterally terminate its participation in this Agreement by providing written notice of his, her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days after any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order, or the Settlement Agreement in a way that the Participating Vendor reasonably considers material, unless such modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court approval of attorneys’ fees and costs, or their amount, is not a condition of the Settlement;
- d. the Effective Date does not occur; or
- e. any other ground for termination provided for elsewhere in this Agreement occurs.

15.04 Revert To Qualified Status Quo if a Participating Vendor Terminates its Participation. If a Participating Vendor terminates its participation in this Agreement as provided herein, the terms of this Agreement that relate to that vendor, and that vendor only, will be of no force and effect. In such an event, the Participating Vendor’s and Plaintiffs’ rights and defenses will be restored regarding only claims asserted by Plaintiffs, if any, against the terminating Participating Vendor, without prejudice, to the terminating Participating Vendor’s and Plaintiffs’ respective positions as if this Agreement had never been executed. Any portions of any orders entered by the Court that concern (a) the terminating Participating Vendor’s participation, rights, and obligations under this Agreement and (b) the Plaintiffs’ participation, rights, and obligations

under this Agreement with regard to the terminating Participating Vendor will be vacated.

15.05 If a Participating Vendor terminates its participation in this Agreement as provided herein, that Participating Vendor shall be responsible for all reasonable costs of Notice and Claims Administration pursuant to Section 7.03 that are incurred as a result of that Participating Vendor's participation in this Agreement prior to its termination. Any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to the terminating Participating Vendor.

15.06 If the Settlement Agreement is not approved in full by the Court, any Party has the option to terminate the Settlement Agreement and revert to the status quo ante prior to the Settlement.

15.07 If the conditions of the confidential termination provision are met, Capital One has the right in its sole discretion, but not the obligation, to terminate the Settlement Agreement and revert to the status quo ante.

XVI. NO ADMISSION OF LIABILITY

16.01 Defendants deny any liability or wrongdoing of any kind associated with the alleged claims in the Master Complaint, as amended. Defendants have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Litigation. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Litigation. Nothing herein will constitute an admission by Defendants that the Litigation is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the Settlement of the Litigation, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the allegations in the Litigation; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of

Defendants in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and, (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

16.02 Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

XVII. MISCELLANEOUS

17.01 Entire Agreement. This Agreement, the exhibits hereto, and the confidential termination provision referenced in Section 15.07 above constitute the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and inducements contained in this Agreement.

17.02 Governing Law. This Agreement will be governed by the laws of the Commonwealth of Virginia.

17.03 Future Changes in Laws of Regulations. To the extent Congress, the FCC, or any other relevant regulatory authority promulgates different requirements under the TCPA or any other law or regulation that would govern the business practice changes to be implemented by Capital One under this Settlement Agreement, those laws and regulatory provisions will control. However, the Settlement will remain in full force and effect with respect to all other terms and provisions, including the releases provided in Section 14 of this Settlement Agreement.

17.04 Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

17.05 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will

be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

17.06 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

17.07 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

17.08 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

17.09 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

17.10 No Oral Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by all of the duly authorized agents of Defendants and Plaintiffs, and approved by the Court.

17.11 Publicity and Confidentiality. Plaintiffs agree that they will not initiate any publicity of the Settlement and will not respond to requests by any media (whether print, online, or any traditional or non-traditional form) about the Settlement or this Agreement. Notice of the Settlement will be delivered exclusively through the notice process set forth in Section 8, above.

17.12 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, fax, or hand delivery, postage prepaid, as follows:

If to Lead Class Counsel:

Beth Terrell, Esq.
Terrell Marshall Daudt & Willie, PLLC

936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
bterrell@tmdwlaw.com

Daniel M. Hutchinson, Esq.
Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
dhutchinson@lchb.com

If to counsel for Settling Defendant Capital One:

Aaron D. Van Oort
aaron.vanoort@faegrebd.com
Eileen M. Hunter, *Admitted Pro Hac Vice*
eileen.hunter@faegrebd.com
Erin L. Hoffman, *Admitted Pro Hac Vice*
erin.hoffman@faegrebd.com
FAEGRE BAKER DANIELS
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402-3901
Telephone: (612) 766-7000

If to counsel for Settling Defendant Leading Edge Recovery Solutions, LLC:

Alan I. Greene
Hinshaw & Culbertson LLP
222 N LaSalle Street, Suite 300, Chicago, IL 60601
Tel: 312.704.3536 | Fax: 312.704.3001
E-mail: agreene@hinshawlaw.com

If to counsel for Settling Defendant Capital Management Systems LP:

James K. Schultz
Sessions, Fishman, Nathan & Israel, L.L.C.
55 W. Monroe St., Ste. 1120
Chicago, IL 60603
Telephone: 312.578.0990
jschultz@sessions-law.biz

If to counsel for Settling Defendant AllianceOne Receivables Management, Inc.:

Grace A. Carter
Paul Hastings LLP

55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Telephone: (415) 856-7000
gracecarter@paulhastings.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

DATED: July __, 2014

Plaintiff David Mack

DATED: July __, 2014

Plaintiff Charles C. Patterson

DATED: July __, 2014

Plaintiff Tiffany Alarcon

DATED: July __, 2014

Plaintiff Andrew Kalik

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

Bridgett Amadeck 7-7-2014

DATED: July __, 2014

Plaintiff David Mack

DATED: July __, 2014

Plaintiff Charles C. Patterson

DATED: July __, 2014

Plaintiff Tiffany Alarcon

DATED: July __, 2014

Plaintiff Andrew Kalik

DATED: July __, 2014

Capital One Bank (USA), N.A.; Capital One, N.A.;
Capital One Financial Corporation; Capital One
Services, LLC; and Capital One Services II, LLC

By: _____

55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Telephone: (415) 856-7000
gracecarter@paulhastings.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

DATED: July 9, 2014

Plaintiff David Mack



DATED: July __, 2014

Plaintiff Charles C. Patterson

DATED: July __, 2014

Plaintiff Tiffany Alarcon

DATED: July __, 2014

Plaintiff Andrew Kalik

55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Telephone: (415) 856-7000
gracecarter@paulhastings.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

DATED: July __, 2014

Plaintiff David Mack

DATED: July 8, 2014

Plaintiff Charles C. Patterson

Charles C. Patterson

DATED: July __, 2014

Plaintiff Tiffany Alarcon

DATED: July __, 2014

Plaintiff Andrew Kalik

55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Telephone: (415) 856-7000
gracecarter@paulhastings.com



IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

DATED: July __, 2014

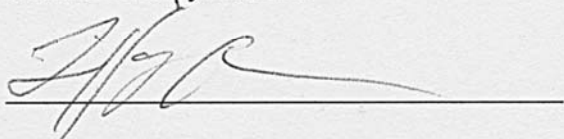
Plaintiff David Mack

DATED: July __, 2014

Plaintiff Charles C. Patterson

DATED: July 9, 2014

Plaintiff Tiffany Alarcon



DATED: July __, 2014

Plaintiff Andrew Kalik

55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Telephone: (415) 856-7000
gracecarter@paulhastings.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July __, 2014.

DATED: July __, 2014

Plaintiff Bridgett Amadeck

DATED: July __, 2014

Plaintiff David Mack

DATED: July __, 2014

Plaintiff Charles C. Patterson

DATED: July __, 2014

Plaintiff Tiffany Alarcon

DATED: July 8, 2014

Plaintiff Andrew Kalik



DATED: July 10, 2014

Capital One Bank (USA), N.A.; Capital One, N.A.;
Capital One Financial Corporation; Capital One
Services, LLC; and Capital One Services II, LLC

By:  _____

Name: John G. Finneran, Jr.

Title: General Counsel and Corporate Secretary

DATED: July __, 2014

Capital Management Systems, LP

By: _____

Name: _____

Title: _____

DATED: July __, 2014

Leading Edge Recovery Solutions, LLC

By: _____

Name: _____

Title: _____

DATED: July __, 2014

AllianceOne Receivables Management, Inc.

By: _____

Name: _____

DATED: July __, 2014

Capital One Bank (USA), N.A.; Capital One, N.A.;
Capital One Financial Corporation; Capital One
Services, LLC; and Capital One Services II, LLC

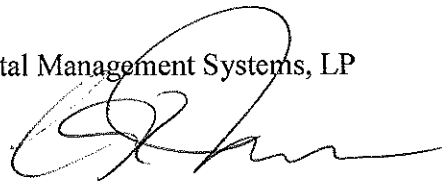
By: _____

Name: John G. Finneran, Jr.

Title: General Counsel and Corporate Secretary

DATED: July 2, 2014

Capital Management Systems, LP

By:  _____

Name: Cory R. Magnuson

Title: General Counsel

DATED: July __, 2014

Leading Edge Recovery Solutions, LLC

By: _____

Name: _____

Title: _____

DATED: July __, 2014

AllianceOne Receivables Management, Inc.

By: _____

Name: _____

DATED: July __, 2014

Capital One Bank (USA), N.A.; Capital One, N.A.;
Capital One Financial Corporation; Capital One
Services, LLC; and Capital One Services II, LLC

By: _____

Name: John G. Finneran, Jr.

Title: General Counsel and Corporate Secretary

DATED: July __, 2014

Capital Management Systems, LP

By: _____

Name: _____

Title: _____

DATED: July 8th, 2014

Leading Edge Recovery Solutions, LLC

By: _____ 

Name: James Crews

Title: Manager

DATED: July __, 2014

AllianceOne Receivables Management, Inc.

By: _____

Name: _____

DATED: July __, 2014

Capital One Bank (USA), N.A.; Capital One, N.A.;
Capital One Financial Corporation; Capital One
Services, LLC; and Capital One Services II, LLC

By: _____

Name: John G. Finneran, Jr.

Title: General Counsel and Corporate Secretary

DATED: July __, 2014

Capital Management Systems, LP

By: _____

Name: _____

Title: _____

DATED: July __, 2014

Leading Edge Recovery Solutions, LLC


By: _____

Name: _____

Title: _____

DATED: July 8, 2014

AllianceOne Receivables Management, Inc.

By:  _____

Name: TIM CASEY _____

Title: CEO

APPROVED AS TO FORM AND CONTENT:

DATED: July __, 2014

FAEGRE BAKER DANIELS

By _____

Aaron D. Van Oort
Eileen M. Hunter
Erin L. Hoffman
Attorneys for Defendant Capital One

DATED: July __, 2014

WILLIAMSON & WILLIAMS

By _____

Kim Williams
Additional Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

DATED: July __, 2014

TERRELL MARSHALL DAUDT & WILLIE
PLLC

By _____

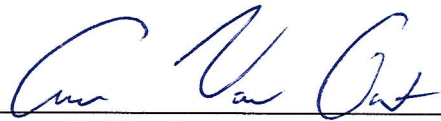
Beth Ellen Terrell
Lead Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: July 10, 2014

FAEGRE BAKER DANIELS

By  _____
Aaron D. Van Oort
Eileen M. Hunter
Erin L. Hoffman
Attorneys for Defendant Capital One

DATED: July __, 2014

WILLIAMSON & WILLIAMS

By _____
Kim Williams
Additional Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

DATED: July __, 2014

TERRELL MARSHALL DAUDT & WILLIE
PLLC

By _____
Beth Ellen Terrell
Lead Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: July __, 2014

FAEGRE BAKER DANIELS

By _____
Aaron D. Van Oort
Eileen M. Hunter
Erin L. Hoffman
Attorneys for Defendant Capital One

DATED: July 8, 2014

WILLIAMSON & WILLIAMS

By *Kim Williams*
Kim Williams
Additional Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

DATED: July __, 2014

TERRELL MARSHALL DAUDT & WILLIE
PLLC

By _____
Beth Ellen Terrell
Lead Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: July __, 2014

FAEGRE BAKER DANIELS

By _____

Aaron D. Van Oort
Eileen M. Hunter
Erin L. Hoffman
Attorneys for Defendant Capital One

DATED: July __, 2014

WILLIAMSON & WILLIAMS

By _____

Kim Williams
Additional Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

DATED: July 8, 2014


TERRELL MARSHALL DAUDT & WILLIE
PLLC

By  _____

Beth Ellen Terrell
Lead Class Counsel,
Attorneys for Plaintiffs
Amadeck and Kalik

DATED: July 9, 2014

BURKE LAW OFFICES, LLC

By 
Alexander Holmes Burke
Additional Class Counsel,
Attorneys for Plaintiff Mack


DATED: July __, 2014

LIEFF CABRASER HEIMANN & BERNSTEIN
LLP

By _____
Daniel M. Hutchinson
Lead Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July 8, 2014

KEOGH LAW, LTD

By 
Keith James Keogh
Liaison Class Counsel,
Attorneys for Plaintiff Patterson

DATED: July __, 2014

MEYER WILSON CO., LPA

By _____
Matthew R. Wilson
Additional Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

SESSIONS, FISHMAN, NATHAN & ISRAEL LLC

By _____
James K. Shultz
Attorneys for Capital Management Systems,


DATED: July __, 2014

BURKE LAW OFFICES, LLC

By _____
Alexander Holmes Burke
Additional Class Counsel,
Attorneys for Plaintiff Mack

DATED: July 8, 2014

LIEFF CABRASER HEIMANN & BERNSTEIN
LLP

By  _____
Daniel M. Hutchinson
Lead Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

KEOGH LAW, LTD

By _____
Keith James Keogh
Liaison Class Counsel,
Attorneys for Plaintiff Patterson

DATED: July __, 2014

MEYER WILSON CO., LPA

By _____
Matthew R. Wilson
Additional Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

SESSIONS, FISHMAN, NATHAN & ISRAEL LLC

By _____
James K. Shultz
Attorneys for Capital Management Systems,

DATED: July __, 2014

BURKE LAW OFFICES, LLC

By _____
Alexander Holmes Burke
Additional Class Counsel,
Attorneys for Plaintiff Mack

DATED: July __, 2014

LIEFF CABRASER HEIMANN & BERNSTEIN
LLP

By _____
Daniel M. Hutchinson
Lead Class Counsel,
Attorneys for Plaintiff Alarcon

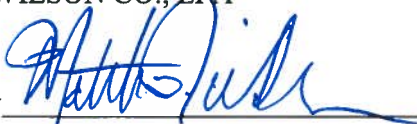
DATED: July __, 2014

KEOGH LAW, LTD

By _____
Keith James Keogh
Liaison Class Counsel,
Attorneys for Plaintiff Patterson

DATED: July 8, 2014

MEYER WILSON CO., LPA

By  _____
Matthew R. Wilson
Additional Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

SESSIONS, FISHMAN, NATHAN & ISRAEL LLC

By _____
James K. Shultz
Attorneys for Capital Management Systems,

DATED: July __, 2014

BURKE LAW OFFICES, LLC

By _____
Alexander Holmes Burke
Additional Class Counsel,
Attorneys for Plaintiff Mack

DATED: July __, 2014

LIEFF CABRASER HEIMANN & BERNSTEIN
LLP

By _____
Daniel M. Hutchinson
Lead Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

KEOGH LAW, LTD

By _____
Keith James Keogh
Liaison Class Counsel,
Attorneys for Plaintiff Patterson

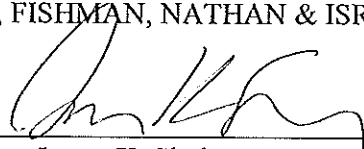
DATED: July __, 2014

MEYER WILSON CO., LPA

By _____
Matthew R. Wilson
Additional Class Counsel,
Attorneys for Plaintiff Alarcon

DATED: July __, 2014

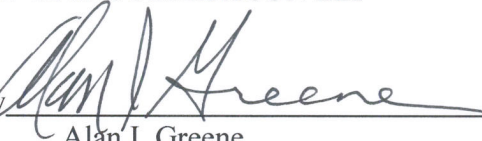
SESSIONS, FISHMAN, NATHAN & ISRAEL LLC

By  _____
James K. Shultz
Attorneys for Capital Management Systems,

LP

DATED: July __, 2014

HINSHAW AND CULBERTSON LLP

By  _____
Alan I. Greene
Attorneys for Leading Edge Recovery
Solutions, LLC

DATED: July __, 2014

PAUL HASTINGS

By _____
Grace Carter
Attorneys for AllianceOne Receivables
Management, Inc.

LP

DATED: July __, 2014

HINSHAW AND CULBERTSON LLP

By _____
Alan I. Greene
Attorneys for Leading Edge Recovery
Solutions, LLC

DATED: July 8, 2014

PAUL HASTINGS


By 
Grace Carter
Attorneys for AllianceOne Receivables
Management, Inc.

EXHIBIT A

TCPA001

CAPITAL ONE TCPA SETTLEMENT CLAIM FORM

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE INFORMATION BELOW AND SIGN THIS CLAIM FORM. YOUR CLAIM FORM MUST BE **POSTMARKED ON OR BEFORE [DATE]**. LATE CLAIM FORMS WILL NOT BE CONSIDERED.

I. CLAIMANT INFORMATION

Claimant Name	First Name	Middle Name
	<input type="text"/>	<input type="text"/>
Claimant Name	Last Name	Suffix
	<input type="text"/>	<input type="text"/>
Mailing Address	Street/P.O. Box	Unit/Apt. Number
	<input type="text"/>	<input type="text"/>
	City/Town	State Zip Code
	<input type="text"/>	<input type="text"/> - <input type="text"/>
Contact Telephone (Optional)	(<input type="text"/>) <input type="text"/> - <input type="text"/>	
Email Address (Optional)	<input type="text"/>	
Notice ID (Optional)	<input type="text"/> - <input type="text"/> - <input type="text"/>	

Cellular Telephone Number at which you received one or more non-emergency phone calls from Capital One, between 1/18/2008 and 6/30/2014, or AllianceOne, Capital Management Systems, or Leading Edge Recovery Solutions between 2/28/2009 and 6/30/2014, using an automatic telephone dialing system and/or an artificial or prerecorded voice in an attempt to collect a Capital One credit card debt without your express consent.

() -

II. CERTIFICATION AND SIGNATURE

By submitting this Claim Form, I certify that this information is true and correct.

Signature	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>
			(Month) (Day) (Year)

III. MAIL THIS CLAIM FORM TO:

Capital One TCPA Settlement Claims Administrator
 P.O. Box 25609
 Richmond, VA 23260



[(50445-001)] 0 36000*29145**2

EXHIBIT B1

Email Notice

Email Subject: Notice of Class Action Settlement

Email Text:

Notice of Class Action Settlement

A federal court authorized this notice. This is not a solicitation from a lawyer.

If you received a non-emergency credit card debt collection call on your cellular telephone from Capital One through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice, you could receive a payment from a class action settlement. You received this email because Capital One's records show you may be a member of the Settlement Class.

Si usted recibió una llamada que no fuera de emergencia por su teléfono celular de Capital One mediante el uso de un sistema de marcado automático telefónico y/o voz pregrabada, podría recibir un pago de un arreglo de acción de clase

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A \$75,455,098.74 Settlement has been reached in a class action lawsuit claiming that Capital One, Leading Edge Recovery Solutions, LLC, Capital Management Systems, LP, and AllianceOne Receivables Management, Inc. unlawfully used an automatic telephone dialing system and/or an artificial or prerecorded voice to call cell phones without the prior express consent of the recipients in an attempt to collect a credit card debt. Capital One, Leading Edge Recovery Solutions, LLC, Capital Management Systems, LP, and Alliance One Receivables Management, Inc. deny that they did anything wrong and the Court has not decided who is right.

Who's Included? The Court decided that the Settlement Class includes all persons within the United States who:

(1) received a non-emergency telephone call from Capital One's dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through June 30, 2014,

or

(2) received a non-emergency telephone call made on behalf of Capital One by Leading Edge Recovery Solutions, LLC, Capital Management Systems, LP, or AllianceOne Receivable Management, Inc., to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014.

What Are the Settlement Terms? A Settlement Fund of \$75,455,098.74 has been established to pay valid claims, attorney fees, service awards, costs, expenses, and settlement administration. Additionally, as a benefit to all Settlement Class Members, Capital One has developed and implemented significant enhancements to its calling systems designed to prevent the calling of borrowers' cellular telephone with an autodialer unless the recipient of the call has provided prior express consent.

How can You get a Payment? To get a payment you must submit a claim **using this 15 digit, unique identifier: xxxxxxxxxxxxxx**. You can submit your claim [online](#), by calling the toll-free number, or by mail. **It is estimated that payments will be between \$20 and \$40 per claim.** Each Settlement Class Member is eligible to file only one Claim. The final cash payment amount that Settlement Class Members receive will depend on the total number of valid and timely claims filed. The claim deadline is **[DATE]**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **[DATE]**. If you do not exclude yourself, you will release your claims against Capital One, Capital Management Systems, Leading Edge Recovery Solutions, and AllianceOne Receivables Management, Inc. You may object to the Settlement by **[DATE]**. The [detailed notice](#) available on the Claims Administrator's [website](#) explains how to exclude yourself or object. The Court will hold a Hearing on **[DATE]** to consider whether to approve the Settlement and a request for attorneys' fees of up to \$22,635,992 and service payments of \$5,000 each to the five Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to appear at the hearing.

For more information, call the Claims Administrator's toll free number (1-844-357-TCPA or 1-844-357-8272) or visit the Claims Administrator's [website](#) at www.CapitalOneTCPASettlement.com.

Website: www.CapitalOneTCPASettlement.com

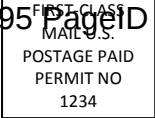
Toll-Free Phone Number : 844-357-TCPA or 844-357-8272

**Address: Capital One TCPA Settlement Claims Administrator, P.O. Box 25609,
Richmond, VA 23260**

Click [here](#) if you wish to no longer receive emails from the Capital One TCPA Settlement Claims Administrator.

This electronic mail is intended to be received and read only by certain individuals and may contain information that is privileged or protected. If it has been misdirected, or if you suspect you received this in error, please delete this message. These restrictions apply to any attachment to this email.

EXHIBIT B2



*A federal court authorized this Notice.
This is not a solicitation from a lawyer.*

If you received a non-emergency call on your cellular telephone regarding debt collection for a Capital One credit card through the use of an automatic telephone dialing system and/or a prerecorded voice, you could receive a payment from a class action settlement.

Si usted recibió una llamada [IN SPANISH: regarding debt collection for a Capital One credit card] que no fuera de emergencia por su teléfono celular mediante el uso de un sistema de marcado automático telefónico y/o voz pregrabada, podría recibir un pago de un arreglo de acción de clase.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A \$75,455,098.74 Settlement has been reached in a class action lawsuit claiming that Capital One, Leading Edge Recovery Solutions, Capital Management Systems, and AllianceOne Receivables Management unlawfully used an automatic telephone dialing system and/or an artificial or prerecorded voice to call cell phones without the prior express consent of the recipients. Each calling entity denies that it did anything wrong, and the Court has not decided who is right.

Capital One TCPA Settlement Claims Administrator
P.O. Box 25609-5609
Richmond, VA 23260
Deadline to file a Claim: 10/30/2014

You might get a payment from the Class Action Settlement described in this Notice.



John Q. Sample, Jr.
123 Main Street
Apt. #4
New York, NY 12345-6789

www.CapitalOneTCPASettlement.com
Toll-Free Number: 1-844-357-TCPA (8272)

Which are a member of the Settlement Class. The Court decided that the Settlement Class includes all individuals who:

(1) received one or more non-emergency, debt collection telephone calls from Capital One regarding a Capital One credit card to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between January 18, 2008 and June 30, 2014;

or

(2) received one or more non-emergency, debt collection telephone calls from AllianceOne Receivables Management, Capital Management Systems, or Leading Edge Recovery Solutions regarding a Capital One credit card to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between February 28, 2009, and June 30, 2014.

What are the Settlement terms? A Settlement Fund of \$75,455,098.74 has been established to pay valid claims, attorneys' fees, service awards, costs, expenses, and settlement administration. Additionally, Capital One has enhanced its business practices to ensure that a borrower has provided consent before being called on a cell phone.

How can you get a payment? To get a payment, you can simply tear off, sign, and mail the attached pre-filled, postage pre-paid Claim Form. You can alternatively submit your claim online or by calling the toll-free number. If you submit your

claim online or by phone, you must provide the ID number in this Notice labeled "Your Notice ID." It is estimated that payments will be between \$20 and \$40 per claim. Each Class Member is eligible to file only one Claim. The final cash payment amount that class members receive will depend on the total number of valid and timely claims filed by all Class Members. The claim deadline is [DATE].

Your other options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you do not exclude yourself, you will release your claims against Capital One, Leading Edge Recovery Solutions, Capital Management Systems, and AllianceOne Receivables Management. You may object to the Settlement by [DATE]. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on [DATE] to consider whether to approve the Settlement and a request for attorneys' fees of up to \$22,635,992 and service payments of \$5,000 each to the five Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-844-357-TCPA (8272), or visit the website at www.CapitalOneTCPASettlement.com.

Your Notice ID: 12345-12-12345678

NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 1234

RICHMOND, VA

POSTAGE WILL BE PAID BY THE ADDRESSEE

Mail To:

**Capital One TCPA Settlement
Claims Administrator**

P.O. Box 25609

Richmond, VA 23260-5609

Capital One's records show you could receive a payment from a class action settlement. Just tear off, sign, and mail in this Claim Form.

The legal notice inside this postcard explains the settlement and your rights.


TCPA002	CAPITAL ONE TCPA SETTLEMENT CLAIM FORM	FILING DEADLINE: 10/30/2014
Claimant Name: John Q. Sample, Jr. [If you need to edit your name, you must submit your claim online.]	Claimant Notice ID: 12345-12-12345678	
<p>Sign and date below <i>if</i>: (1) you wish to submit a claim for benefits from the Capital One TCPA Settlement Program and (2) you received one or more non-emergency phone calls to your cellular telephone from Capital One, between 1/18/2008 and 6/30/2014, and/or from Capital Management Systems, Leading Edge Recovery Solutions, or AllianceOne Receivables Management on behalf of Capital One, between 2/28/2009 and 6/30/2014, through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice in an attempt to collect a Capital One credit card debt.</p> <p>You may submit this Claim Form by detaching this postage pre-paid card and placing it in the nearest U.S. Postal Service receptacle. By signing and submitting this Claim Form, you certify that the information provided is true and correct. If you need to edit your name, address, or other information, you must do so online.</p>		
Signature	_____	Date <input type="text"/> / <input type="text"/> / <input type="text"/> (Month) (Day) (Year)

EXHIBIT B3

**LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS**

IF YOU RECEIVED A NON-EMERGENCY CREDIT CARD DEBT COLLECTION CALL ON YOUR CELLULAR TELEPHONE FROM CAPITAL ONE, LEADING EDGE RECOVERY SOLUTIONS, CAPITAL MANAGEMENT SERVICES, OR ALLIANCEONE RECEIVABLES MANAGEMENT THROUGH THE USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR AN ARTIFICIAL OR PRERECORDED VOICE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Si usted recibió una llamada que no fuera de emergencia por su teléfono celular de Capital One mediante el uso de un sistema de marcado automático telefónico y/o voz pregrabada, podría recibir un pago de un arreglo de acción de clase.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

- Plaintiffs brought a lawsuit alleging that Capital One, Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. Leading Edge Recovery Solutions, Capital Management Services, and AllianceOne Receivables Management violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, et seq. by using an automatic telephone dialing system and/or an artificial or prerecorded voice to place non-emergency servicing calls to cell phones (“Automatic Calls”) in connection with servicing credit card accounts that were in default, and that these autodialed calls were made without the prior express consent of Settlement Class Members. Capital One, Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. deny the allegations in the lawsuit.
- A settlement has been reached in this case and affects individuals who:
 - (1) received a non-emergency telephone call from Capital One’s dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through June 30, 2014,
 - **or**
 - (2) received a non-emergency telephone call made on behalf of Capital One by Leading Edge Recovery Solutions, LLC, Capital Management Systems, LP, or AllianceOne Receivables Management, Inc., to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014.
- The Settlement, if approved, would provide \$75,455,098.74 to pay any and all claims from those

who received any of the above-described calls from Capital One or on behalf of Capital One, as well as to pay Plaintiffs' attorneys' fees, costs, service awards for the five Representative Plaintiffs, and the administrative costs of the settlement; it avoids the further cost and risk associated with continuing the lawsuits; pays money to recipients of the calls who make valid and timely claims; and releases Capital One, Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. from further liability.

- Capital One has developed enhancements to its business practices designed to ensure that customers who receive autodialed calls have provided consent and to protect Settlement Class Members from any future unconsented-to calls.
- **Your legal rights are affected whether you act or don't act. Read this notice carefully.**
- **On the website, www.CapitalOneTCPAsettlement.com, there is a complete notice of the settlement in Spanish.**
- **En el sitio web, www.CapitalOneTCPAsettlement.com, hay una notificación completa del acuerdo en Español.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTION	RESULT
SUBMIT A CLAIM	This is the only way to get a payment from the Settlement. You can submit a valid and timely claim form online at www.CapitalOneTCPASettlement.com , by calling the toll-free number, 1-844-357-TCPA (1-888-357-8272) , or by mail to Capital One TCPA Settlement Claims Administrator, P.O. Box 25609, Richmond, VA 23260-5609 . If you fail to submit a claim, you will not be eligible to receive a settlement payment. The deadline for submitting a claim is [DATE] .
DO NOTHING	You will not receive a payment. And you will give up rights to sue Capital One, Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and/or AllianceOne Receivables Management, Inc. separately for the legal claims in this case.
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	If you ask to be excluded, also known as “opting out,” you will get no payment from the Settlement, but you may be able to pursue or continue your own lawsuit against Capital One, Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and/or AllianceOne Receivables Management, Inc. about the legal claims in this case.
OBJECT	Write to the Court about why you believe the Settlement is unfair.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement

These rights and options - **and the deadlines to exercise them** - are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION PAGE 4

1. Why is there a notice?
2. What is this class action lawsuit about?
3. Why is there a Settlement?

WHO IS IN THE SETTLEMENT PAGE 5

4. How do I know if I am part of the Settlement?

THE SETTLEMENT BENEFITS - WHAT YOU GET PAGE 5

5. What does the Settlement provide?

HOW YOU GET A PAYMENT PAGE 6

6. How and when can I get a payment?
7. What am I giving up to get a payment or stay in the Settlement Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 7

8. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU PAGE 8

9. Do I have a lawyer in this case?
10. How will the lawyers and class representatives be paid?

OBJECTING TO THE SETTLEMENT PAGE 8

11. How do I tell the Court that I do not think the Settlement is fair?

THE COURT'S FAIRNESS HEARING PAGE 9

12. When and where will the Court decide whether to approve the Settlement?
13. May I speak at the hearing?

IF YOU DO NOTHING PAGE 9

14. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 10

15. How do I get more information?

BASIC INFORMATION

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

If you received a postcard or email Notice, it is because, according to Capital One's records, you may have received (1) an Automatic Call from Capital One between January 18, 2008, and June 30, 2014 regarding a Capital One Credit Card Account; or (2) an Automatic Call from Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. between February 28, 2009, and June 30, 2014 regarding a Capital One Credit Card Account.

The Court in charge of the case is the United District Court for the Northern District of Illinois, and the case is a class action known as *In re Capital One Telephone Consumer Protection Act Litigation*, Master Docket No. 1:12-cv-10064 (N.D. Ill.). This case was brought by the following individuals, also known as "Representative Plaintiffs": Bridgett Amadeck, Nicholas Martin, Charles C. Patterson, David Mack, and Andrew Kalik. The Representative Plaintiffs sued the following entities, also known as "Defendants": Capital One Bank (USA), N.A., Capital One, N.A., Capital One Financial Corporation, Capital One Services, LLC, Capital One Services II, LLC (collectively "Capital One"), Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. The proposed Settlement would resolve all claims in the following class action lawsuits: *Martin v. Leading Edge Recovery Solutions, LLC*, C.A. No. 1:11-05886 (N.D. Ill.), *Amadeck v. Capital One Fin. Corp. and Capital One Bank (USA) NA*, Case No. 1:12-cv-10135 (N.D. Ill.), and *Patterson v. Capital Mgmt. Servs., LP and Capital One Bank (USA) N.A.*, Case No. 1:12-cv-01061 (N.D. Ill.).

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Representative Plaintiffs who filed this case against Defendants allege that Capital One violated the TCPA by using an automatic telephone dialing system and/or an artificial prerecorded voice to call cell phones without the prior express consent of the recipients.

Defendants deny that they did anything wrong, or that this case is appropriate for treatment as a class action.

The Court did not decide in favor of the Representative Plaintiffs or Defendants. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Representative Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members. The Court in charge of this lawsuit has granted preliminary approval of the Settlement and ordered this Notice be distributed to explain it.

WHO IS IN THE SETTLEMENT

The Settlement provides relief for all Settlement Class Members, who are described as individuals who:

- (1) received a non-emergency telephone call from Capital One's dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through June 30, 2014,

- **or**

- (2) received a non-emergency telephone call made on behalf of Capital One by Leading Edge Recovery Solutions, LLC, Capital Management Systems, LP, or AllianceOne Receivables Management, Inc., to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014.

Excluded from the Settlement Class are Defendants, their parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest.

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included in the Settlement, you can call the Claims Administrator toll-free at **1-844-357-TCPA (1- 844-357-8272)** or visit www.CapitalOneTCPAsettlement.com for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

Defendants have agreed to pay a total settlement amount of \$75,455,098.74 which will be used to create a Settlement Fund to pay Settlement Awards to Settlement Class Members, Plaintiffs' attorney fees, service awards to the Representative Plaintiffs, costs, expenses, and settlement administration.

Any residual amount remaining after all the payments included in the Settlement are made that would be economically unfeasible to distribute will be donated to a non-profit(s) to be determined.

Additionally, Capital One will enhance its business practices. As a benefit to all Settlement Class Members, Capital One developed significant enhancements to its servicing systems to ensure that a customer has provided consent before being called on a cell phone.

HOW YOU GET A PAYMENT

Each Settlement Class Member who submits a valid and timely Claim Form will receive a Settlement Award.

Approved Claims will result in a Cash Award, which is a cash payment. It is estimated that Settlement Class Members' Cash Award will be between \$20 and \$40 per Settlement Class Member, but the final Cash Award amount will depend on the total number of valid and timely claims filed by all Settlement Class Members. Settlement Class Members are entitled to make only one claim.

Claims may be submitted electronically at www.CapitalOneTCPAsettlement.com, or by calling the toll-free number 1-844-357-TCPA or 844-357-8272, or by mail to:

Capital One TCPA Settlement Claims Administrator
P.O. Box 25609
Richmond, VA 23260-5609

The Court will hold a hearing on [DATE] to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

If you are a Settlement Class Member, unless you exclude yourself, that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in *this* case and all of the decisions and judgments by the Court will bind you.

For non-emergency calls made using an automatic telephone dialing system and/or an artificial or prerecorded voice, without the prior express consent of the called party, the TCPA provides for damages of \$500 per call, and up to \$1,500 per call if making the call is found to be willful. However, Defendants have denied that they made any illegal calls to anyone, and in any future lawsuit they will have a full range of potential defenses, including that they had prior express consent to make the calls if the consumer provided his or her cellular telephone number to Capital One at any time, and that certain customer agreements provided Defendants with consent to make the calls. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit involving all of the claims described and identified below, and you will release Defendants from any liability for them.

Remaining in the Settlement Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, will release, resolve, relinquish and discharge each and all of Defendants from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to (1) Capital One's use of an "automatic telephone dialing system" or "an artificial or prerecorded voice" to contact or attempt to contact Settlement Class Members in connection with Capital One's Credit Card Accounts via Calls, as defined in Section 2.05 of the Settlement Agreement, from January 18, 2008, to June 30, 2014, or (2) Capital Management Systems, LP's, Leading Edge Recovery Solutions, LLC's, or AllianceOne Receivables Management,

Inc.'s use of an "automatic telephone dialing system" or "an artificial or prerecorded voice" to contact or attempt to contact Settlement Class Members in connection with Capital One's Credit Card Accounts via Calls, as defined in Section 2.05 of the Settlement Agreement, from February 28, 2009 to June 30, 2014.

Released Claims include the claims of Capital One Credit Card Account holders and non-account holders who are members of the Settlement Class. Released Claims include all TCPA claims and all state law claims arising out of the same Calls to cellular telephones. Remaining in the Settlement Class also means that you further agree that you will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims.

The Amended Settlement Agreement (available at the website) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 10 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt-out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a Cash Award from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. Sometimes excluding yourself is referred to as "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from In re Capital One Telephone Consumer Protection Act Litigation, MDL No. 2416, Master Docket No. 1:12-cv-10064 (N.D. Ill.). Be sure to include your full name, address, and telephone number. You must also include a statement that you wish to be excluded from the Settlement. You must mail your letter requesting exclusion postmarked no later than [DATE] to:

**Capital One TCPA Settlement Claims Administrator
P.O. Box 25609
Richmond, VA 23260-5609**

If you ask to be excluded, you will not get any Settlement Award, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future about the legal claims in this case.

If you do not exclude yourself and the Settlement is finally approved, you give up any right to sue Capital One, AllianceOne, Capital Management Systems, and Leading Edge Recovery Solutions on any of the claims that this Settlement resolves. If you have a pending lawsuit against Capital One,

Capital Management Systems, LP, Leading Edge Recovery Solutions, LLC, and AllianceOne Receivables Management, Inc. over these claims, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any location other than the address above or after the deadline. You must sign your letter requesting exclusion. A lawyer cannot sign for you. No one else can sign for you. If you opt out, your name will appear in the Court's records to identify you as someone not bound by the Settlement.

EXCLUSION LETTERS THAT ARE NOT POSTMARKED ON OR BEFORE [DATE] WILL NOT BE HONORED.

THE LAWYERS REPRESENTING YOU

The Court appointed the following law firms to represent you and other Settlement Class Members:

Lead Class Counsel:

Terrell Marshall Daudt & Willie, PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000

Alarcon Counsel: Lieff Cabraser Heimann & Bernstein, LLP, and Meyer Wilson Co., LPA;

Amadeck Counsel: Terrell Marshall Daudt & Willie PLLC, and Williamson & Williams;

Kalik counsel: Terrell Marshall Daudt & Willie PLLC, and Williamson & Williams;

Mack Counsel: Burke Law Offices, LLC; and

Patterson Counsel: Keogh Law, Ltd.

These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of up to \$22,636,528 (30% of the Settlement Fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of service payments of \$5,000 each to the five Class Representatives, in compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be mailed, and must

be postmarked no later than [DATE], which is 29 days following the filing of Class Counsel's motion for an award of attorneys' fees and costs. You can object by sending a letter addressed to the Court at the address listed in the next section of this Notice. In your letter you must state that you object. Be sure to include your full name, address, telephone number, and the reasons you object to the proposed award, or to the amount of the proposed award.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

You can tell the Court that you do not agree with the Settlement or some part of it. If you are a Settlement Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Court saying that you object to the proposed Settlement in *In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Docket No. 1:12-cv-10064 (N.D. Ill.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than [DATE].**

The objection must be mailed to:

**Clerk of Court
U.S. District Court, Northern District of Illinois
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself (also known as opting out), is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at [TIME] on [DATE] in Courtroom 1801 of the U.S. District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it

will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in In re Capital One Telephone Consumer Protection Act Litigation, MDL No. 2416, Master Docket No. 1:12-cv-10064 (N.D. Ill.). Be sure to include your full name, address, and telephone number. You cannot speak at the hearing if you excluded yourself from the Settlement Class. **Your letter stating your notice of intention to appear must be postmarked no later than [DATE] and be sent to the following address:**

Clerk of Court
U.S. District Court, Northern District of Illinois
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

IF YOU DO NOTHING

If you do nothing, and are a Settlement Class Member, you will not receive a Cash Award after the Court approves the Settlement and any appeals are resolved. In order to receive a Cash Award, you must submit a valid and timely Claim Form. Unless you exclude yourself, you will be bound by the terms and conditions of the Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement. You can get a copy of the Amended Settlement Agreement by calling the Claims Administrator toll-free at 1-844-357-TCPA (1-844-357-8272); writing to: Capital One TCPA Settlement Claims Administrator, P.O. Box 25609-5609, Richmond, VA 23260; or visiting the website at www.CapitalOneTCPAsettlement.com, where you will find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment or credit.

On the website, www.CapitalOneTCPAsettlement.com, there is a complete notice of the settlement in Spanish.

En el sitio web, www.CapitalOneTCPAsettlement.com, hay una notificación completa del acuerdo en Español.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE) CAPITAL ONE TELEPHONE) CONSUMER PROTECTION ACT) LITIGATION))	Master Docket No. 1:12-cv-10064 MDL No. 2416
<hr/>		
This document relates to:) BRIDGETT AMADECK, et al.,) v.) CAPITAL ONE FINANCIAL) CORPORATION, and CAPITAL ONE) BANK (USA), N.A.))	Case No: 1:12-cv-10135
<hr/>		
This document relates to:) NICHOLAS MARTIN, et al.,) v.) LEADING EDGE RECOVERY) SOLUTIONS, LLC, and CAPITAL ONE) BANK (USA), N.A.))	Case No: 1:11-cv-05886
<hr/>		
This document relates to:) CHARLES C. PATTERSON,) v.) CAPITAL MANAGEMENT) SERVICES, L.P. and CAPITAL ONE) BANK (USA), N.A.))	Case No: 1:12-cv-01061
<hr/>		

[AMENDED PROPOSED] FINAL ORDER OF DISMISSAL

The Court having held a Final Approval Hearing on [DATE] , notice of the Final Approval Hearing having been duly given in accordance with this Court's Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval Hearing ("Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Order and good cause appearing therefore,

It is hereby ORDERED AND DECREED as follows:

1. The Amended Settlement Agreement dated July __, 2014, including its exhibits (the "Amended Settlement Agreement"), and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Litigation and over the Parties, including all members of the following Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order:

SETTLEMENT CLASS: All persons within the United States who received a non-emergency telephone call from Capital One's dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through June 30, 2014, and all persons within the United States who received a non-emergency telephone call from a Alliance One, Capital Management Systems, or Leading Edge Recovery Solutions' dialer(s) made on behalf of Capital One to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014.

3. The definitions and terms set forth in the Amended Settlement Agreement are hereby adopted and incorporated into this Order.¹

4. The Court hereby finds that the Amended Settlement Agreement is the product of arm's-length settlement negotiations between the Plaintiffs and Class Counsel, and Defendants and their counsel.

5. The Court hereby finds and concludes that Class Notice was disseminated to the Settlement Class Members in accordance with the terms set forth in Section 8 of the Amended Settlement Agreement, and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

6. The Court further finds and concludes that the Class Notice and claims submission procedures set forth in Section 8 and 9 of the Amended Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Amended Settlement Agreement and this Order.

7. This Court hereby finds and concludes that the notice provided by the Class Administrator to the appropriate State and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

8. A total of [number] Settlement Class Members submitted timely and proper Requests for Exclusion. The Court hereby orders that each of those individuals is excluded from the Settlement Class. Those individuals will not be bound by the Amended Settlement Agreement, and neither will they be entitled to any of its benefits.

¹ The parties shall submit a separate judgment at the final approval hearing.

9. A total of [number] Settlement Class Members submitted timely and proper Objections to the Amended Settlement Agreement. Having considered those Objections and the Parties' responses to them, the Court finds that none of them are well founded. Plaintiffs faced very serious risks both on the merits of their claims and on the ability to certify a litigation class. The value provided pursuant to the Amended Settlement Agreement compares favorably to the strength of Plaintiffs' claims on the merits, given these risks.

10. The Court hereby finally approves the Amended Settlement Agreement, the exhibits, and the Settlement contemplated thereby ("Settlement"), and finds that the terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions.

11. This Court hereby dismisses, with prejudice, without costs to any party, except as expressly provided for in the Amended Settlement Agreement, the Litigation, as defined in the Amended Settlement Agreement.

12. Upon Final Approval (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Order of Dismissal), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally releases and forever discharges the Released Parties from the Released Claims. In addition, any rights of the Settlement Class representatives and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws, are terminated.

13. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined

from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Amended Settlement Agreement, this Final Order of Dismissal, and this Court's authority to effectuate the Amended Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

14. The Amended Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, of any liability or wrongdoing, by Defendants, or of the truth of any of the claims asserted by Plaintiffs in the Litigation, and evidence relating to the Amended Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Amended Settlement Agreement, the Preliminary Approval Order, and/or this Order.

15. If for any reason the Settlement terminates or Final Approval does not occur, then certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and the Parties shall return to the *status quo ante* in the Litigation, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

16. In the event that any provision of the Settlement or this Final Order of Dismissal is asserted by Defendants as a defense in whole or in part to any Claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree 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 the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Amended Settlement Agreement, this Order and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

17. By attaching the Amended Settlement Agreement as an exhibit and incorporating its terms herein, the Court determines that this Final Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

18. The Court approves Class Counsel's application for \$_____ in attorneys' fees and costs, and for service awards to the five Settlement Class representatives in the amount of \$_____ per representative, for a total amount of \$_____.

SO ORDERED.

Dated: _____

Hon. James F. Holderman
United States District Court Judge

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE)
CAPITAL ONE TELEPHONE) Master Docket No. 1:12-cv-10064
CONSUMER PROTECTION ACT) MDL No. 2416
LITIGATION)

This document relates to:)
BRIDGETT AMADECK, et al.,) Case No: 1:12-cv-10135
v.)
CAPITAL ONE FINANCIAL)
CORPORATION, and CAPITAL ONE)
BANK (USA), N.A.)

This document relates to:)
NICHOLAS MARTIN, et al.,) Case No: 1:11-cv-05886
v.)
LEADING EDGE RECOVERY)
SOLUTIONS, LLC, and CAPITAL ONE)
BANK (USA), N.A.)

This document relates to:)
CHARLES C. PATTERSON,) Case No: 1:12-cv-01061
v.)
CAPITAL MANAGEMENT)
SERVICES, L.P. and CAPITAL ONE)
BANK (USA), N.A.)

[PROPOSED] ORDER (1) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS, (2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, (3) APPROVING NOTICE PLAN, AND (4) SETTING FINAL APPROVAL HEARING

This matter came before the Court on Class Plaintiffs' motion for preliminary approval of the proposed class action settlement of the following three class action cases that were transferred to this Court under a Multidistrict Litigation Transfer Order: *Martin v. Leading Edge Recovery Solutions, LLC*, C.A. 1:11-cv-05886 (N.D. Ill.) (the "Mack Action"), *Amadeck et al. v. Capital One Financial Corp. and Capital One Bank (USA) NA*, C.A. 1:12-cv-10135 (N.D. Ill.) (the "Amadeck Action"), and *Patterson v. Capital Management Services, LP and Capital One Bank (USA) N.A.*, C.A. 1:12-cv-01061 (N.D. Ill.) (the "Patterson Action"). These three cases were consolidated into a single Master Class Action Complaint filed in this Court on February 28, 2013, Dkt. 19, which was amended on June 13, 2014, Dkt.120 (collectively, the "Litigation"). The Litigation was brought by Class Plaintiffs Bridgett Amadeck, Tiffany Alarcon, Charles C. Patterson, David Mack, and Andrew Kalik ("Class Plaintiffs" or "Class Representatives"), individually and on behalf of all others similarly situated against Defendants Capital One Bank (USA), N.A., Capital One, N.A., Capital One Financial Corporation, Capital One Services, LLC, and Capital One Services II, LLC (together, "Capital One"); Capital Management Systems, LP ("CMS"); Leading Edge Recovery Solutions, LLC ("Leading Edge"); and AllianceOne Receivables Management, Inc. ("AllianceOne"). CMS, Leading Edge, and AllianceOne are collectively the "Participating Vendors." Together with Capital One, they are the "Defendants." Based on this Court's review of the Parties' Amended Settlement Agreement and Release (the "Agreement" or "Amended Settlement Agreement"), Class Plaintiffs' Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Jurisdiction. The Court has jurisdiction over the subject matter of the Litigation, the Parties, and all Settlement Class Members.

3. Scope of Settlement. The Agreement resolves all claims alleged in the Consolidated Master Class Action Complaint filed in the Northern District of Illinois on February 28, 2013, as amended on June 13, 2014. *See In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Docket No. 1:12-cv-10064, Dkts. 19, 120. The Consolidated Master Class Action Complaint superseded the complaints filed in the *Mack*, *Amadeck*, and *Patterson* Actions and, as amended, is the controlling Complaint.

4. Preliminary Approval of Proposed Amended Settlement Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that: (i) the Agreement is fair, reasonable, and adequate, and within the range of possible approval; (ii) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) with respect to the forms of notice of the material terms of the Agreement to Settlement Class Members for their consideration and reaction (Exs. B1, B2, and B3 to the Agreement), that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

5. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

All persons within the United States who received a non-emergency telephone call from Capital One's dialer(s) to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from January 18, 2008, through

June 30, 2014, and all persons within the United States who received a non-emergency telephone call from a Participating Vendor's dialer(s) made on behalf of Capital One to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice in connection with an attempt to collect on a credit card debt from February 28, 2009, through June 30, 2014. Excluded from the Settlement Class are Defendants and any affiliate or subsidiary of Defendants, and any entities in which any of such companies have a controlling interest, as well as all persons who validly opt out of the Settlement Class.

6. In connection with this conditional certification, the Court makes the following preliminary findings:

- (a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;
- (b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;
- (c) Class Plaintiffs' claims appear to be typical of the claims being resolved through the Settlement;
- (d) Class Plaintiffs appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;
- (e) For purposes of determining whether the Amended Settlement Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and
- (f) For purposes of settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

7. Class Representatives. The Court appoints Class Plaintiffs as Class Representatives of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Class Counsel. The Court appoints Lieff, Cabraser, Heimann & Bernstein, LLP, and Terrell Marshall Daudt & Willie PLLC, as Lead Class Counsel; Keogh Law, Ltd., as Liaison Counsel; and Williamson & Williams, Meyer Wilson Co., LPA, and Burke Law Offices, LLC, as Additional Class Counsel (collectively “Class Counsel”) pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. Final Approval Hearing. At 9:00 a.m. on December 2, 2014, in courtroom 1801 of the Everett McKinley Dirksen Building, United States Courthouse, 219 Dearborn Street, Chicago, Illinois, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Agreement and to determine whether (i) final approval of the Settlement embodied by the Agreement should be granted, and (ii) Class Counsel’s application for attorneys’ fees and expenses, and incentive awards to Class Plaintiffs should be granted, and in what amount. No later than September 29, 2014, Class Plaintiffs must file papers in support of Class Counsel’s application for attorneys’ fees and expenses and the incentive awards to the Class Representatives. No later than November 18, 2014, which is fourteen (14) days prior to the Final Approval Hearing, Class Plaintiffs must file papers in support of final approval of the Settlement and respond to any written objections. Defendants may (but are not required to) file papers in support of final approval of the Settlement, so long as they do so no later than November 18, 2014.

10. Settlement Claims Administrator. Pursuant to the Agreement, BrownGreer PLC (“BrownGreer”) is hereby appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Agreement and this Order.

11. Class Notice. The Court approves the proposed Notice Plan for giving notice to the Settlement Class directly (using e-mail and post cards), through publication via an online media campaign, and through the establishment of a Settlement Website (www.CapitalOneTCPASettlement.com), as more fully described in the Agreement. The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances. The Court hereby directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan no later than August 28, 2014, in accordance with the terms of the Agreement.

12. The Claims Administrator will file with the Court by no later than November 18, 2014, which is fourteen (14) days prior to the Final Approval Hearing, proof that Notice was provided in accordance with the Agreement and this Order, as well as proof that notice was provided to the appropriate State and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

13. Objection and Op-Out Deadline. Settlement Class Members who wish to either object to the Settlement or opt out by completing a Request for Exclusion must do so by the Objection Deadline and Opt-Out Deadline of October 27, 2014, both of which are sixty (60) calendar days after the Settlement Notice Date. Settlement Class Members may not both object and opt out. If a Settlement Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion will be controlling.

14. Exclusion from the Settlement Class. To file a Request for Exclusion, Settlement Class Members must follow the directions in the Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, and cellular telephone number(s) at which the Settlement Class Member alleges he or she received a call from one of the Defendants, and must state that he or she wishes to be excluded from the Settlement. No Request for Exclusion will be valid unless all of the information described above is included. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

15. If a timely and valid Request for Exclusion is made by a Settlement Class Member, then that person will not be a Settlement Class Member, and the Agreement and any determinations and judgments concerning it will not bind the excluded person.

16. All Settlement Class Members who do not opt out by filing a Request for Exclusion by October 27, 2014 in accordance with the terms set forth in the Agreement will be bound by all determinations and judgments concerning the Agreement.

17. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions in the Notice and file a written Objection with the Court by the Objection Deadline. In the written Objection, the Settlement Class Member must state his or her full name, address, and cellular telephone number(s) that the Settlement Class Member alleges received a call from one of the Defendants, and must state the reasons for his or her Objection, and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must also be

attached to the Objection. No Objection will be valid unless all of the information described above is included. Copies of all papers filed with the Court must be delivered by the objector to Class Counsel and counsel for each of the Defendants on the same day. The Parties will have the right to depose any objector to assess whether the objector has standing.

18. If a Settlement Class Member does not submit a written Objection to the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses or the incentive awards in accordance with the deadline and procedure set forth in the Notice and this Order, but the Settlement Class Member wishes to appear and be heard at the Final Approval Hearing, the Settlement Class Member must (i) file a notice of intention to appear with the Court; (ii) serve a copy upon Class Counsel and Counsel for each of the Defendants no later than the Objection Deadline; and (iii) comply with all other requirements of the Court for such an appearance.

19. Any Settlement Class Member who fails to comply with Paragraphs 17 and 18 (and as detailed in the Notice) will not be permitted to object to the Agreement at the Final Approval Hearing, will be foreclosed from seeking any review of the Agreement by appeal or other means, will be deemed to have waived his, her, or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding. All members of the Settlement Class, except those members of the Settlement Class who submit timely Requests for Exclusion, will be bound by all determinations and judgments in the Litigation, whether favorable or unfavorable to the Settlement Class.

20. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the

Litigation are stayed. If the Settlement is terminated or final approval does not for any reason occur, the stay will be immediately terminated.

21. Pending the final determination of whether the Settlement should be approved, the Settlement Class Representatives and all Settlement Class Members are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral, or other forum, against any of the Released Parties. Such injunction will remain in force until Final Approval or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any Settlement Class Member, or any person actually or purportedly acting on behalf of any Settlement Class Member(s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter Judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who files a Request for Exclusion pursuant to Paragraphs 13 and 14 of the Order

22. The provisions of Paragraph 21 do not apply to the non-class cases consolidated within *In re Capital One Telephone Consumer Protection Act Litigation*, MDL No. 2416, Master Docket No. 1:12-cv-10064, (the "Individual Case(s)"). A pretrial discovery schedule will be set separately for the Individual Cases. The parties to the Individual Cases are hereby enjoined from filing any dispositive motions. Such injunction will remain in force until Final Approval or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent the parties to any Individual Case from settling or dismissing an Individual Case.

23. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings in connection with the Settlement will be without prejudice to the right of Defendants or the Class Representatives to assert any right or position that could have been asserted if the Agreement had never been reached or proposed to the Court, except insofar as the Agreement expressly provides to the contrary. In such an event, the Parties will return to the *status quo ante* in the Litigation and the certification of the Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement purposes will not be considered as a factor in connection with any subsequent class certification issues.

24. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by Defendants, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this Order, and the Final Order of Dismissal.

25. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.

26. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

<p>August 28, 2014 [30 calendar days after the date of this order]</p>	<p>Deadline to Provide Class Notice</p>
<p>September 29, 2014 [30 days after the Settlement Notice Date, adjusted for the weekend]</p>	<p>Deadline for Class Plaintiffs' Motion for Attorneys' Fees and Incentive Awards</p>
<p>October 27, 2014 [60 days after the Settlement Notice Date]</p>	<p>Deadline for Class Members to file Objections or submit Requests for Exclusion</p>
<p>November 18, 2014 [14 days before the Final Approval Hearing]</p>	<p>Deadline for Parties to File the Following: (1) List of Class Members who Made Timely and Proper Requests for Exclusion; (2) Proof of Class Notice and CAFA Notice; and (3) Motion and Memorandum in Support of Final Approval, including responses to any Objections.</p>
<p>November 26, 2014 [90 days after the Settlement Notice Date]</p>	<p>Deadline for Settlement Class Members to Submit a Claim Form</p>
<p>December 2, 2014, at 9:00am</p>	<p>Final Approval Hearing</p>

SO ORDERED.

Dated: _____

Hon. James F. Holderman
United States District Court Judge