

If You Were Charged an Overdraft Fee by Capital One for a Lyft Transaction that Was Not Classified as a One-Time Debit Card Transaction, You May Be Eligible for a Payment from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been reached in a class action lawsuit alleging that Capital One, N.A. (“Capital One”) improperly charged overdraft fees on one-time Lyft transactions to customers who did not opt into the Bank’s Debit Card Overdraft Service. Capital One denies any wrongdoing or liability. The Court has not decided who is right.
- Current and former holders of Capital One consumer checking Accounts who were not opted into Capital One’s Debit Card Overdraft Service at the time they were charged an overdraft fee by Capital One for a transaction with Lyft may be eligible for a payment or Account credit from the Settlement Fund.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully. You may also obtain additional information, including the Final Approval Order and Judgment, by visiting: www.LashambaeCapitalOneSettlement.com.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing And Receive A Payment Or Account Credit	If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment or Account credit.
Exclude Yourself From The Settlement	If you exclude yourself from the Settlement, you will receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Capital One about the claims in this case.
Object	If you do not exclude yourself from the Settlement, you may write to the Court about why you do not like the terms of the Settlement.
Go to a Hearing	If you do not exclude yourself from the Settlement, you may 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 and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-877-213-1930 or visit www.LashambaeCapitalOneSettlement.com

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BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Magistrate Judge Vera M. Scanlon of the U.S. District Court for the Eastern District of New York is overseeing the Settlement of this case. The case is known as Lashambae v. Capital One Bank, N.A., No. 1:17-cv-06406 (E.D.N.Y.) (the “Action”). The person who sued is called the “Plaintiff.” The Defendant is Capital One.

2. What is this lawsuit about?

The lawsuit alleges that Capital One improperly charged overdraft fees on one-time Lyft transactions to customers who did not opt into the Bank’s Debit Card Overdraft Service. The causes of action asserted in the complaint are for breach of contract and violation of New York General Business Law § 349. The complaint contains all of the allegations and claims asserted against Capital One and can be obtained from the Settlement Website, www.LashambaeCapitalOneSettlement.com, or by making a written request to the Settlement Administrator following the instructions in Question 21 below.

Capital One denies the allegations asserted in the Action and maintains it did nothing wrong.

3. What do Account and Debit Card Overdraft Service mean?

“**Account**” means any consumer checking account maintained by Capital One in the United States and its territories.

“**Debit Card Overdraft Service**” means the service by which Capital One, with the account holder’s affirmative consent, and at its sole discretion, may authorize and pay a one-time debit card or ATM transaction when the account holder has insufficient funds to cover the transaction and may charge an overdraft fee when the transaction is paid.

4. Why is this a class action?

In a class action, one or more people, called class representatives (in this case, one Plaintiff Chris Lashambae), sue on behalf of themselves and other people who have similar claims. The people included in the class action are called the Settlement Class or Settlement Class members. One court resolves the issues for all Settlement Class members, except for those who timely exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiff or Capital One. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The Class Representative and his attorneys think the Settlement is best for everyone who is affected.

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WHO IS IN THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then you are in the Settlement Class. But even if you did not receive a postcard or email with Settlement notice, you may still be in the Settlement Class, as described below.

6. Who is included in the Settlement?

The Settlement Class includes all present and former Capital One consumer checking account holders in the United States and its territories who were not opted in to Capital One's Debit Card Overdraft Service for ATM and everyday debit card transactions, and who were charged overdraft fees **from May 1, 2013, through and including March 30, 2020**, the date of preliminary approval of the Settlement, on a Lyft transaction that was coded as recurring.

If this did not happen to you, you are not a member of the Settlement Class. You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

Capital One has agreed to establish a Settlement Fund of \$320,633 (also called the "Settlement Amount") from which Settlement Class Members will receive payments or Account credits. The amount of such payments or Account credits cannot be determined at this time. Your share of the Settlement Amount will depend on, among other things: (i) the number of Lyft Overdraft Fees that you paid; (ii) the amount of settlement administration costs, including the costs of notice; (iii) the amount awarded by the Court for attorneys' fees and costs and as service awards to the Class Representative; and (iv) the number of persons who exclude themselves from the Settlement Class.

The Settlement provides that Class Counsel may seek up to 30% of the Settlement Amount, or \$96,190, to reimburse Class Counsel for attorneys' fees, and that the Class Representative may seek \$5,000 as a Service Award.

8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a payment, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment or Account credit.

9. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement Class, you cannot sue, continue to sue or be part of any other lawsuit against Capital One or the other Released Parties about the legal issues in this case or based on the conduct at issue in this case. Unless you exclude yourself, it also means that all of the decisions and judgments by the Court in this case will bind you. If you do nothing at all, you will be releasing Capital One and the other Released Parties from all of the claims described and identified in Section XIV of the Settlement Agreement. If you stay in the Settlement Class, you agree to the following releases set forth in Paragraphs 85 and 86 of the Settlement Agreement:

Class Representative and the Settlement Class Members Provide the Following Releases In Exchange for Payment from the Settlement Fund: Upon the Effective Date, and in consideration

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of the promises and covenants set forth in this Settlement Agreement, the Class Representative and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (“Releasing Parties”), will be deemed to have completely released and forever discharged Capital One and each of its past and present parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, including without limitation those known or unknown, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated (collectively, “Claims”) that: (a) arise from or relate to the conduct alleged in the Complaint; (b) arise out of, relate to, or are in connection with the assessment of Lyft Overdraft Fees or (c) arise out of, relate to, or are in connection with the administration of the Settlement (the “Released Claims”).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Capital One on your own about the legal issues in this case or based on the conduct at issue in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting-out” of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- The name of this case, which is *Lashambae v. Capital One Bank, N.A.*, No. 1:17-cv-06406;
- Your name, address, and telephone number;
- The last four digits of the account number of your Capital One Account;
- A clear request that you would like to “opt-out,” or be “excluded,” or other words clearly indicating that you do not want to participate in the Settlement; and,
- Your signature.

If an Account has more than one account holder, and if one account holder excludes himself or herself from the Settlement Class, then all account holders on that account will be deemed to have opted out of the Settlement with respect to that account.

You must mail your exclusion request, postmarked no later than **August 7, 2020**, to:

Lashambae Settlement Administrator
P.O. Box 6389
Portland, OR 97228-6389

11. If I do not exclude myself, can I sue Capital One for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Capital One for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

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12. If I exclude myself from the Settlement, can I still receive a payment?

No. If you exclude yourself from the Settlement you will not have any rights under this Settlement, will not be entitled to receive a payment or Account credit, and will not be bound by this Settlement Agreement or the Final Approval Order.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed lawyers to represent you and others in the Settlement Class as “Class Counsel,” including:

Hassan Zavareei Annick Persinger Tycko & Zavareei LLP 2000 L Street, NW, Ste. 808 Washington, DC 20036	Jeff M. Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Ste. 500 Fort Lauderdale, FL 33301	Michael R. Reese Reese LLP 100 West 93rd Street, 16th Floor New York, NY 10025
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Class Counsel will represent you and others in the Settlement Class. You will not be charged for these lawyers. You may also represent yourself, or, if you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel intends to request up to thirty percent (30%) of the Settlement Amount for attorneys’ fees, plus reimbursement of their expenses incurred in connection with researching, preparing for, prosecuting and litigating this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that a Service Award of up to \$5,000.00 for the Plaintiff be paid from the Settlement fund for his service to the entire Settlement Class as the Class Representative.

OBJECTING TO THE SETTLEMENT

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

15. How do I tell the Court that I don’t like the Settlement?

If you are a Settlement Class Member, and you do not choose to “opt-out” or exclude yourself from the Settlement, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s requests for fees and expenses and/or Class Counsel’s request for a Service Award for the Plaintiff.

To object, you must submit a letter that includes the following:

- The name of this case, which is Lashambae v. Capital One Bank, N.A., No. 1:17-cv-06406 (E.D.N.Y.);
- Your full name, address and telephone number;
- The last four digits of your account number;
- The reason(s) you claim to be a Settlement Class Member;

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- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- The identity of all counsel representing you who will appear at the hearing that the Court has scheduled to determine whether to grant final approval to the Settlement and Class Counsel’s request for attorneys’ fees and a Service Award to Plaintiff (the “Final Approval Hearing”);
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient)

You must submit your objection to the following addresses no later than **August 7, 2020**:

Clerk of the Court U.S. District Court, Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	Lashmbae Settlement Administrator P.O. Box 6389 Portland, OR 97228-6389
Hassan Zavareei Tycko & Zavareei LLP 2000 L Street, NW Ste. 808 Washington, DC 20036	James R. McGuire Buckley LLP 555 California Street Suite 4925 San Francisco, CA 94104

16. What’s the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold the Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys’ fees and Service Awards for Plaintiff. You may attend and you may ask to speak, but you don’t have to do so.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **11:00 AM on October 1, 2020**, in the Courtroom of The Honorable Vera M. Scanlon, U.S. District Court for the Eastern District of New York, 225 Cadman Plaza East, Courtroom 13A South, Brooklyn, NY 11201. The hearing may be moved to

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a different date or time without additional notice, so it is a good idea to check www.LashambaeCapitalOneSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for an attorneys' Fees and Expense Award and for a Service Award for Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper address, and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

19. May I speak at the hearing?

Yes. If you wish to, you may attend and speak at the Final Approval Hearing. If you intend to object, then you must indicate your intention to speak at the Final Approval Hearing in your written objection (see Question 15). Your objection must state that it is your intention to appear at the Final Approval Hearing, and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. If you do not intend to object and wish to speak at the Final Approval Hearing, you may appear in person at the Final Approval Hearing and speak to the Court.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Capital One relating to the legal issues in this case or the conduct alleged in the Complaint.

GETTING MORE INFORMATION

21. How do I get more information?

This Long-form Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.LashambaeCapitalOneSettlement.com. You may also write with questions to Lashambae Settlement Administrator, PO Box 6389, Portland, OR 97228-6389, or call the toll-free number, 1-877-213-1930. Do not contact Capital One or the Court for information.

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