

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF CHET B. WALDMAN IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, CHET B. WALDMAN, ESQ., declare and state as follows:

1. I am a partner in the law firm of Wolf Popper LLP (“Wolf Popper”). I was appointed Plaintiffs’ Lead Counsel and Interim Class Counsel for the putative class and subclasses in this matter pursuant to Pretrial Order No.1 filed June 24, 2024 (ECF 6). I was conditionally appointed Plaintiffs’ Class Counsel for the Settlement Class for purposes of settlement pursuant to the Order Preliminarily Approving Class Action Settlement and Scheduling Final Approval Hearing (the “Order”) issued on January 12, 2026 (ECF 296).

2. I am a member in good standing of the Bar of the State of New York and am admitted pro hac vice before this Court. I have personal knowledge of the matters set forth herein. I respectfully submit this Declaration, together with the attached Exhibits, in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Award of Attorneys’ Fees, Expenses, and Service Awards.¹

A. Relevant Background

3. After the Court rejected the Previous Agreement at the final approval hearing on

¹ All terms herein with initial caps are as defined in the Settlement Agreement unless otherwise defined. ECF 281-1. The prior settlement agreement is referred to as the “Previous Agreement.”

November 6, 2025, the parties engaged in further negotiations via email and videoconference, and participated in several videoconference meetings with the Special Master and attorneys from the N.Y. Attorney General’s office. These negotiations ultimately resulted in the Settlement Agreement dated December 12, 2025 (the “Settlement Agreement”).

4. On January 9, 2026, the Special Master submitted his Seventh Report concerning the position of the Amici Curiae Attorneys General. ECF 289. The Seventh Report stated that, “[a]s of the date of th[e] report, no State has objected or informed the Special Master of any intention to oppose the New Settlement.” *Id.* at 1-2.

5. On January 12, 2026, the Court issued the Order preliminarily approving the settlement of this Action (the “Settlement”) that provides monetary relief in the form of direct, *pro rata* Class Cash Payments to Settlement Class Members from the Net Settlement Fund (i.e., \$425 million net of fees and expenses) and requires Capital One to “(i) maintain and service both 360 Savings and 360 Performance Savings accounts for at least two years and (ii) pay the same rate of interest on deposits in ... 360 Savings accounts and 360 Performance Savings accounts.” Settlement Agreement ¶ 6; *see also* ECF 296. Attached hereto as Exhibit 1 is a true and correct copy of the transcript of the preliminary approval hearing before this Court on January 12, 2026.

6. On January 23, 2026, the Special Master submitted his Eighth Report concerning the Settlement’s value. ECF 300. The Eighth Report concluded that “the total benefit to the class is in excess of \$1 billion,” which provides, “substantial and meaningful relief to the Settlement Class.” *Id.* at 17-18.

7. On February 18, 2026, the Special Master submitted his Ninth Report concerning Plaintiffs’ Counsel’s lodestar. ECF 308. The Ninth Report concluded that Plaintiffs’ Counsel’s requested hourly rates were “reasonable” and “in line with prevailing rates for similar work in the

Eastern District of Virginia, Alexandria Division.” *Id.* at 14-16. The Ninth Report also concluded, after reducing some of the submitted time by Plaintiffs’ Counsel, “that Plaintiffs’ Counsel had incurred a lodestar figure of \$11,651,770.” *Id.* at 1-2.

8. Since the entry of the Order, Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the Court-approved Settlement Administrator, has provided direct Email Notice and Postcard Notice to all Settlement Class Members via contact information contained in Capital One’s records in accordance with the Order and the Settlement Agreement. On March 4, Epiq also issued an informational release regarding the Settlement over PR Newswire.

9. The Settlement is the result of the substantial litigation efforts of Class Counsel and the other law firms representing Plaintiffs and Settlement Class Members in this Action (collectively “Plaintiffs’ Counsel”), including, among other things: (i) conducting an extensive investigation into the claims underlying this Action; (ii) drafting the initial complaint and a comprehensive Consolidated Amended Complaint after advocating in the MDL proceeding for the transfer of all cases filed around the country, after the initial complaint was filed, to this District; (iii) negotiating a detailed discovery plan, protective order, and protocol for ESI, with assistance and oversight of the Special Master; (iv) briefing, and largely defeating, Defendants’ motion to dismiss; (v) briefing, and defeating, Defendants’ motion to certify a question to the Virginia Supreme Court; (vi) reviewing approximately seventy-five thousand documents spanning approximately two million pages provided by Capital One and third parties; (vii) drafting and serving discovery requests, including four sets of interrogatories, two sets of requests for production of documents, one set of requests for admission, and five non-party subpoenas; (viii) responding to written discovery from Defendants for each of the 26 Plaintiffs comprising 27 Requests for Production per Plaintiff (or 702 total requests across all Plaintiffs) and more than 19

interrogatories per Plaintiff (495 total across all Plaintiffs) and producing documents in response; (ix) serving and negotiating responses to five non-party subpoenas to Capital One vendors; (x) preparing for, and defending, twenty-six depositions of the named Plaintiffs across the country; (xi) reviewing documents, drafting internal memoranda and preparing outlines for the depositions of twenty of Capital One's current and former employees, and taking seven of those depositions prior to the Parties' agreement to settle; (xii) meeting and conferring numerous times with Defendants' counsel on a host of discovery-related disputes relating to custodians, search terms, document repositories, deposition logistics, and the sufficiency and scope of both Capital One's and Plaintiffs' respective discovery responses, and briefing, arguing and prevailing on one such dispute before the Special Master; (xiii) retaining, and working with, three experts who filed reports, and engaging in expert discovery that included producing and reviewing documents, defending Plaintiffs' three experts at their depositions, taking the depositions of Defendants' three experts, and drafting briefs in support of three Daubert motions relating to Defendants' expert witnesses, as well as three briefs in opposition to Defendants' motions to exclude Plaintiffs' experts; (xiv) supervising dedicated teams of experienced attorneys and staff to prosecute the claims on behalf of Plaintiffs and the Settlement Class; (xv) drafting briefs in support of Plaintiffs' Motion for Class Certification; (xvi) preparing for, and participating in, two separate face-to-face mediation sessions involving two mediators, which followed the preparation of mediation statements submitted by the Parties and two more Zoom sessions between the Parties and the Mediators to resolve stalemates in finalizing the Previous Agreement; (xvii) negotiating and drafting appropriate documentation of the prior settlement, including the Previous Agreement and notice documents; (xviii) drafting papers and presenting at the hearings in connection with Plaintiffs' motions for preliminary approval and final approval of the prior settlement under the

Previous Agreement; (xix) negotiating, including participating in joint meetings with the Special Master and attorneys from the N.Y. Attorney General's Office, and drafting appropriate documentation of the new Settlement, including the Settlement Agreement and notice documents; (xx) drafting papers and presenting at the hearing in connection with Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; (xxi) responding to more than 1,000 Class Member inquiries about the lawsuit, the prior settlement and the new Settlement to date; (xxii) meeting and corresponding with Epiq regarding settlement administration issues, issues raised by Class Members, including relating to the Settlement Website; and (xxiii) drafting the papers in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Expenses, and Service Awards.

10. Each Plaintiff has worked diligently in the interests of the Settlement Class, and has, among other things: (i) responded to Defendants' interrogatories, produced documents, and sat for lengthy depositions; (ii) demonstrated their knowledge about the case and their duties and responsibilities as Class Representatives; (iii) regularly kept in contact with their attorneys about the litigation; (iv) and ultimately reviewed and approved the Settlement. *See* Declaration of Settlement Class Representatives annexed hereto as Exhibits 7-32. Plaintiffs request that the Court award each Named Plaintiff a Service Award in the amount of \$10,000 from the Settlement Fund.

11. Plaintiffs also request an award of attorneys' fees for Plaintiffs' Counsel's efforts, which resulted in a substantial recovery for the Class in the face of significant risks, and for reimbursement of Plaintiffs' Counsel's litigation expenses. Specifically, Plaintiffs are applying for an attorneys' fee award of 15% of the \$425 million Settlement Fund, and for reimbursement of litigation expenses in the amount of \$1,809,988, to be paid from the Settlement Fund. The Special Master has concluded in his Eighth and Ninth Reports respectively that "the total benefit to the

class is in excess of \$1 billion”, which “reflect[s] substantial and meaningful relief to the Settlement Class[,] and that Plaintiffs’ Counsel’s requested hourly rates were reasonable. Plaintiffs’ Counsel and I believe that the requested fee is fair, reasonable, and is consistent with, or below, previous awards in other common-fund class actions in this Circuit. *See* Plaintiffs’ Memorandum of Law in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Award of Attorneys’ Fees, Expenses, and Service Awards (“Plaintiffs’ MOL”) at 10-22.

B. The Preliminary Approval Order

12. On January 12, 2026, the Court preliminarily approved the Settlement by entering the Order (ECF 296). In the Order, the Court approved, as to form and content, the Notice Plan to inform Class Members of, among things, (i) the Settlement; (ii) the amount Plaintiffs would be seeking in an Award of Attorneys’ Fees and Expenses and Plaintiffs’ Service Awards; and (iii) Settlement Class Members’ opt-out and objection rights, and set a final settlement hearing for April 20, 2026 (the “Settlement Hearing”). *Id.* ¶¶ 10-15.

C. Plaintiffs’ Claims and the Benefits of Settlement

13. Lead Counsel believes that the claims asserted in this Action have merit and that the evidence developed to date supports Plaintiffs’ claims. However, Lead Counsel recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Lead Counsel also has taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also is mindful of the inherent problems of proof under, and possible defenses to, the claims asserted in the Action. Lead Counsel believes that the Settlement confers substantial benefits upon the Class

as corroborated by the Special Master's findings. Based on their evaluation, Plaintiffs' Counsel and I believe that the Settlement is in the best interests of Plaintiffs and the Class in light of the substantial risks associated with continuing litigation as detailed in Plaintiffs' MOL at 4-5, 8.

14. The Settlement avoids all risks and uncertainties and will provide a prompt and certain benefit to the Settlement Class Members rather than the mere possibility of recovery after additional years of litigation and appeals.

15. If the Settlement receives the Court's final approval, Settlement Class Members will release the "Released Claims" in exchange for the Settlement Amount. *See* Settlement Agreement ¶¶ 2.40, 16.1. The release's scope is reasonable as it is limited to claims that concern, arise out of, or relate to the facts alleged in the Complaint or the Action. The N.Y. Attorney General has agreed to drop its own, substantially similar, case against Capital One if the Settlement is approved.

16. Excluded from the Class are: (i) Capital One, any entity in which Capital One has a controlling interest, and Capital One's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class. *See* Settlement Agreement ¶ 2.45.

D. Compliance with the Court's Preliminary Approval Order on Notice

17. Plaintiffs have fully complied with all the requirements of the Order to date.

18. First, pursuant to the Order, Lead Counsel instructed the Court-approved Settlement Administrator, Epiq, to disseminate the Postcard Notice by mail and the Email Notice by email. Both the Postcard Notice and Email Notice informed Class Members of a summary of the terms of the Settlement and directed Class Members to the Settlement Website containing the

Long Form Notice and other important documents. The Settlement Website also provided Class Members with Epiq's and Lead Counsel's contact information.

19. As reflected in the Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of New Notice Plan ("Azari New Implementation Decl.") ¶ 6, on January 30, 2026, Epiq caused 3,985,134 Email Notices to be sent to the email addresses of Settlement Class Members identified via the contact information contained in Capital One's records for whom a valid email address was available and not undeliverable in the notice plan effort of the prior settlement. *Id.* ¶ 6. On February 2, 2026, Epiq caused 673,676 Postcard Notices to be sent by U.S. Postal Service ("USPS") first-class mail, postage prepaid, to the addresses of identified Settlement Class Members with an associated mailing address for whom email notice was undeliverable in the notice plan effort of the prior settlement. *Id.* ¶ 8.

20. For Email Notices that were returned as undeliverable, Epiq made at least two additional attempts to deliver the Email Notice. *Id.* ¶ 7. In addition, Epiq has re-mailed Postcard Notices to persons whose original mailings were returned undeliverable by the USPS to any new address available through USPS information or better addresses found through a third-party address lookup service. *Id.* ¶ 10.

21. As of March 2, 2026, Email Notice and/or Postcard Notice was delivered to 5,032,355 of 5,178,099 unique, identified Class Members, or approximately 97.1% of the identified Settlement Class. *Id.* ¶ 11.

22. The toll-free telephone help line that Epiq established on July 31, 2025, as part of the notice plan effort for the prior settlement for Settlement Class Members to call and ask questions, continues to be available. *Id.* ¶ 15.

23. The settlement website, <https://www.capitalone360savingsaccountlitigation.com>,

created on July 31, 2025, as part of the notice plan effort for the prior settlement, continues to be operational. *Id.* ¶ 14. From January 27, 2026, to March 2, 2026, the website has had an aggregate of 619,788 unique visitor sessions. *Id.* ¶ 14.

24. The Long Form Notice available on the Settlement Website advises members of the Settlement Class of the essential terms of the Settlement, sets forth the procedure for objecting to, opting out of, and participating in the Settlement, and provides specifics on the date, time, and place for the Settlement Hearing. The Notice also contains information regarding the request for attorneys' fees and reimbursement of expenses, the request for Service Awards, and the plan of distributing the Settlement proceeds among members of the Class.

25. Pursuant to the Class Action Fairness Act, Notice was also provided by Capital One to the pertinent federal banking regulators.

26. The deadline for Class Members to file objections to the Settlement, and/or Lead Plaintiffs' request for attorneys' fees and reimbursement of litigation expenses and the Plaintiff Service Awards is March 30, 2026. ECF 296.

27. Lead Counsel will file reply papers to address objections on or before April 6, 2026, as directed in the Order. *Id.* ¶¶ 17, 24.

28. As of March 2, 2026, Lead Counsel and/or Epiq have received 27 requests to opt out from the Settlement Class. *Id.* ¶ 17. No objections to any aspect of the Settlement have been filed as of the date of this Declaration.

E. The Request for Attorneys' Fees and Reimbursement for Expenses

29. In addition to seeking final approval of the Settlement, Plaintiffs are applying to the Court, on behalf of Plaintiffs' Counsel, for an award of attorneys' fees of 15% of the Settlement Fund, and for reimbursement of out-of-pocket expenses that Plaintiffs' Counsel incurred in

connection with the prosecution of the Action from the Settlement Fund in the amount of \$1,809,988. Plaintiffs further request that Service Awards be paid to each Named Plaintiff in the amount of \$10,000 from the Settlement Fund.

30. In support of these applications, Plaintiffs' Counsel submits this Declaration, and the attached (i) Declaration of Matthew B. Kaplan, (ii) Declaration of Jeffrey D. Kaliel; (iii) Declaration of Christopher E. Stiner; (iv) Declaration of Angelica Gentile; and (v) Declaration of Scott Edelsberg (attached hereto as Exhibits 2-6), and incorporates the reasons and authorities cited in the Ninth Report of the Special Master, and the exhibit thereto, the Declaration of Craig C. Reilly (the "Reilly Decl.").

31. The more than 15,000 hours Plaintiffs' Counsel collectively expended on this case were reasonably spent, especially given the high-stakes, high-risk, and accelerated Rocket Docket nature of this Action. At Plaintiffs' Counsel's currently hourly rates, which are comparable to those of other class action attorneys, and applying the Special Master's recommendation of a 3% reduction, Plaintiffs' Counsels' collective total lodestar for this case comes to \$11,651,770. Work was carefully allocated across the firms by Wolf Popper to maximize efficiency. Lead Counsel also distributed work to minimize the fees in this case; thus, senior attorneys did not do the work that could be accomplished by more junior attorneys, and attorneys did not do the work that could be completed by paralegals, except in extraordinary time-pressured situations (for example, the Class certification briefing). Plaintiffs' Counsel assigned tasks based on a number of considerations, with the goal of avoiding duplication of effort. If Plaintiffs' Counsel had not been stringent in these efforts, the number of hours and lodestar devoted to the case would have been significantly higher.

32. Plaintiffs support the fee request for Plaintiffs' Counsel. *See, e.g.*, Declaration of

Settlement Class Representatives Gwendolyn Wright and Jerry Magaña, ¶¶ 1, 7-8 and 1, 7-8 respectively, submitted as Exhibits 14 and 22 hereto.

33. Based on the factors discussed below, the Eighth and Ninth Reports of the Special Master, the Reilly Decl., and on the legal authorities discussed in the Plaintiffs' MOL, Plaintiffs respectfully submit that the request for attorneys' fees and expenses should be granted.

1. Wolf Popper's Effort and Time

34. Wolf Popper, the law firm of the Court-appointed Lead Counsel, was involved in all aspects of the prosecution and resolution of the Action, as set forth in this Declaration.

35. A summary of the rates and hours expended by Wolf Popper's attorneys and professional support staff, up to and including January 12, 2026, was submitted to the Special Master in connection with the Ninth Report. The rates and hours provided to the Special Master and detailed in the Ninth Report are, and remain, accurate and current.

36. The summary concerning Wolf Popper's rates and hours was determined to be reasonable by the Special Master, who applied a modest 3% reduction on daily time records regularly prepared and maintained by Wolf Popper in the ordinary course of business. I am one of the partners who oversaw Wolf Popper's activities in the Action, and I, together with attorneys working under my direction, reviewed my firm's daily time records to confirm their accuracy. As a result of this review, I believe that the time reflected in the firm's lodestar calculation (as determined by the Special Master) and the expenses and charges for which payment is sought are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the Action.

37. The hourly rates submitted to the Special Master are the current rates set by Wolf Popper for each individual. For personnel who are no longer employed by Wolf Popper, the

lodestar calculation is based upon the hourly rates of such person in his or her final year of employment by Wolf Popper. The hourly rates are comparable to the regular current rates charged by Wolf Popper's services in non-contingent matters and Wolf Popper's fees have been approved by numerous courts in connection with class action settlements. *See e.g., Zara Leventhal v. Streamlabs, LLC*, No. 3:22-cv-01330-LB (N.D. Cal. Jan. 30, 2025) (ECF 102) (approving attorneys' fees with Wolf Popper's then-current hourly rates); *Martel v. Fusion Sponsor LLC*, C.A. No. 2024-0329-NAC (Del. Ch. July 24, 2025) (ORDER) (same); *In re MSG Networks Inc. S'holder Class Action Litig.*, Consol. C.A. No. 2021-0575-LWW (Del. Ch. Aug. 16, 2023) (ORDER) (same).

38. The time records Wolf Popper submitted to the Special Master did not include expense items.

2. The Time, Labor, Difficulty, and Skill Involved Support the Requested Fee Award

39. Plaintiffs' Counsel have distinguished experience litigating and resolving complex consumer class actions, having done so throughout the country.

40. Wolf Popper is among the most experienced class action law firms in the country and has a long history of obtaining landmark results for the class members in those cases. Courts throughout the United States have repeatedly recognized Wolf Popper as adequate and qualified class counsel in class actions, and as a law firm that has achieved significant recoveries on behalf of class members. (ECF 5-3) (Wolf Popper's Resume).

41. Since the inception of this litigation, Wolf Popper and The Kaplan Law Firm, along with the other law firms constituting Plaintiffs' Counsel, have vigorously prosecuted this Action for the benefit of Plaintiffs and the Settlement Class as discussed above. The labor-intensive and accelerated nature of this case also precluded Plaintiffs' Counsel from pursuing other matters.

42. As with all contingency fee cases, Plaintiffs' Counsel faced a substantial risk that it would obtain no fee whatsoever. From the outset, Plaintiffs' Counsel understood that they were embarking on a complex, expensive, and lengthy litigation with no guarantee of ever being compensated for the substantial investment of time and money the case would require. In undertaking that responsibility, all Plaintiffs' Counsel were obligated to ensure that sufficient resources were dedicated to the prosecution of the Action, and that funds were available to compensate staff and to cover the considerable litigation costs that a case like this requires. With an average lag time of several years for these cases to conclude, the financial burden on contingent-fee counsel is far greater than on a firm that is paid on an ongoing basis. Indeed, Plaintiffs' Counsel received no compensation related to the Action during the course of this litigation and have collectively incurred \$1,809,988 in out-of-pocket expenses in prosecuting the Action for the benefit of the Class, in addition to considerably more expenditure on overhead costs for the attorneys, staff, and resources needed for this litigation.

43. Moreover, Plaintiffs' Counsel will have substantial additional uncompensated work to do related to this Action leading up to, and even after, the Settlement Hearing. Plaintiffs' Counsel will need to draft and file a brief responding to objectors on April 6, 2026, pursuant to the Order; prepare for the Final Approval Hearing presentation; respond to additional Class Member inquiries; continue working with Epiq, defense counsel, and the Special Master on settlement administration issues; and, if there is any appeal of the Final Approval Order, brief and argue any such appeal.

3. The Reaction of the Class to the Fee and Expense Application

44. The positive reaction of the Class to the request for attorneys' fees and reimbursement of expenses to date further supports the reasonableness of the application. The

Notice advised more than 5 million Class Members that Plaintiffs would apply for fees for Plaintiffs' Counsel not to exceed 15% of the Settlement Fund, and that the deadline for filing objections to the fee application is March 30, 2026. To date there has been no objection to the Settlement or the fee and expense application. Furthermore, of the twenty-six Named Plaintiffs, twenty-two Named Plaintiffs agreed in their engagement letters that their counsel could seek a fee of up to 33% of any common fund resulting from any settlement or verdict, while the four remaining Named Plaintiffs have engagement letters with counsel other than Wolf Popper that are silent on the issue.

4. Awards in Similar Actions and a Lodestar Cross-Check Support the Requested Fee Award

45. As set forth more fully in the accompanying Plaintiffs' MOL, and the previously submitted Declaration of Brian Fitzpatrick (ECF 200), the request for an award of 15% of the Settlement Fund for Plaintiffs' Counsel is in line with fees awarded in complex class actions in this District, Circuit, and around the country.

46. Moreover, as discussed in Plaintiffs' MOL, a lodestar cross-check here confirms the reasonableness of the fee requested given the results obtained, the efforts of counsel, and the risks undertaken and of further litigation, and the percentage requested.

47. As set forth above, after a modest 3% reduction in the total hours requested, the lodestar summaries were determined to be reasonable by the Special Master. After modification, Lead Counsel expended 11,232.80 hours, Local Counsel expended 206.80 hours, and the other Firms making up Plaintiffs' Counsel expended 3,838.80 hours, for a total of approximately 15,278.40 hours worked by all Plaintiffs' Counsel in the prosecution and investigation of this Action up through January 12, 2026. The resulting lodestar is \$11,651,770 (\$8,490,561 for Lead Counsel, \$194,392 for Local Counsel, and \$2,966,817 for the other Plaintiffs' Counsel). In light

of this, the requested fee of 15% of the Settlement Amount yields a multiplier of 5.47. Plaintiffs’ Counsel and I believe such a multiplier, although above average by some measures, is fair and reasonable based upon the significant risks in this Action, and by Plaintiffs’ Counsel’s substantial efforts to obtain the highly favorable Settlement. As previously mentioned, Plaintiffs’ Counsel will also incur substantial additional hours and resources overseeing the Settlement Administration process and preparing for, and appearing and arguing at, the Settlement Hearing, dealing with Class Member inquiries, and responding to objections and any subsequent appeals, if any. The hours expended and lodestars, as adjusted by the Special Master, of each firm are:

FIRM	HOURS	LODESTAR
Wolf Popper LLP	11,232.80	\$8,490,561
The Kaplan Law Firm	206.80	\$194,392
KalielGold PLLC	761.40	\$632,644
Ahdoot & Wolfson, PC	940.30	\$774,125
Shamis & Gentile, P.A.	1013.90	\$727,695
Edelsberg Law, P.A.	1,123.20	\$832,353
TOTAL	15,278.40	\$11,651,770

48. Additionally, many of Wolf Popper’s attorneys—at all levels—have worked for the Firm for years and have extensive experience in consumer class action litigation. *See, e.g.*, ECF 5-3 (Wolf Popper Resume). Each attorney that prosecuted this Action performed substantive work that directly benefitted the Class. The time spent by each attorney, as discussed herein and in the Declarations of Plaintiffs’ Counsel attached hereto, and as reviewed by, and reflected in the Ninth Report of the Special Master, was reasonable, non-duplicative, beneficial to effective and efficient litigation, and was important to Plaintiffs’ Counsel’s ability to understand the strengths and

weaknesses of the case in order to effectively prosecute the litigation and intelligently negotiate and evaluate the Settlement, which ultimately led to the successful resolution of the case.

49. In sum, based on the excellent result achieved for the Class, the quality of work performed, and the risks of prosecuting the Action against Defendants, Lead Counsel submits that the request for a 15% award of the \$425 million Settlement Fund to Plaintiffs' Counsel is fair and reasonable, especially in light of the more than \$1 billion overall financial benefit to the Settlement Class.

F. The Request for Reimbursement of Litigation Expenses

50. Plaintiffs' Counsel seeks reimbursement of \$1,809,988.29 in litigation expenses, \$1,799,760.43 incurred by Lead Counsel, \$682.96 incurred by Local Counsel, and \$9,544.90 incurred by other Plaintiffs' Counsel. Lead Counsel respectfully submits that these expenses were reasonable and necessary considering the complexity of the Action, and that reimbursement of these expenses would be appropriate and fair to the Class. The total expenses are in line with the "approximately \$1.8 million" expense number that the Long Form Notice stated Class Counsel would seek for reimbursement.

51. Courts in this Circuit have held that counsel creating a common fund for the benefit of a class are entitled to be reimbursed for reasonable expenses of the exact type incurred here, such as expert witness fees; travel for meetings and hearings; paying the mediators; and other customary expenditures. Plaintiffs' MOL at 22.

52. Expense items for Wolf Popper are recorded separately, and these amounts are not duplicated in any firm hourly rates. The expenses incurred from inception through March 5, 2026 by Wolf Popper in connection with the prosecution of this Action are:

CATEGORY	AMOUNT
Filing-related Fees	\$8,505.75
FedEx and Messenger	\$2,222.54
Document Review Database	\$9,082.52
Online Research	\$74,663.12
Photocopying and Printing	\$9,016.60
Investigator	\$9,750.00
Travel	\$21,850.37
Court Reporter, Deposition-related Expenses and Subpoenas	\$63,085.68
Mediators and Special Master Fees	\$383,794.46
Experts	\$1,217,789.39
Grand Total – Paid and Unpaid Bills/Expenses	\$1,799,760.43

53. The expenses incurred in this Action are reflected in the books and records of Wolf Popper, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from expense vouchers, check records, and other source materials, and are an accurate record of the expenses incurred.

54. In the declarations submitted by the other Plaintiffs’ Counsel, they each have set forth any additional expenses they incurred that are not referred to in the chart above. *See* Exhibits 2-6 attached hereto. Those expenses, which total another \$10,228, included expenses related to travel to depositions, electronic legal research, and filing fees. In total, the expenses for which all Plaintiffs’ Counsel seeks reimbursement for amounts to \$1,809,988.

55. Wolf Popper and the other Plaintiffs’ Counsel incurred and advanced these expenses interest free at a substantial risk to themselves, and with no guarantee of receiving any reimbursement, or, indeed, any remuneration whatsoever. Plaintiffs’ Counsel could not have

effectively prosecuted this Action without having incurred these expenses. For example, Plaintiffs' Counsel incurred over \$380,000 in mediation and Special Master fees and over \$1,200,000 in expert fees related to damages analyses, consumer behavior and in order to rebut Defendants' industry expert in support of the class certification motion and their case in chief (jointly amounting to 89% of all expenses). Moreover, Plaintiffs' Counsel have spent over \$9,000 on the document storage platform where approximately two million pages of documents were stored and reviewed. Plaintiffs' Counsel could not have successfully prosecuted this Action or obtained the Settlement through mediation without such expenses.

56. Plaintiffs' damages consultant and class certification expert, David McKnight of The Brattle Group, has extensive experience providing expert testimony on damages and class certification. His services were necessary to assist Lead Counsel in evaluating damages on a class-wide basis. Plaintiffs' consumer behavior expert, Bruce Carlin of the Jones School of Business at Rice University, is a highly distinguished professor of consumer finance. His services were necessary to assist Lead Counsel in assessing the effect Capital One's conduct had on a reasonable consumer. Plaintiffs' also retained Steven Lindsey, an expert on compliance laws, rules, and regulations in the financial services industry to review and assess an expert report proffered by Defendants.

57. Moreover, Plaintiffs' Counsel have incurred related costs that they cannot recover, and have not applied for reimbursement, from the Settlement Fund. For example, Plaintiffs' Counsel have not sought to be reimbursed for their retention of any expert who was consulted and issued a declaration relating to the reasonableness of Plaintiffs' fee award request, notwithstanding that such declarations were directed by the Court in its Preliminary Approval Order (ECF 174 at ¶ 19).

58. Pursuant to the Order, the Special Master must appear at the Final Approval Hearing and file a report with the Court five days prior to the Final Approval Hearing concerning opt-outs and compliance with payment terms. ECF 296 at ¶ 24. In connection with this report, the Special Master has sent me an estimate of his incurring additional costs in the amount of \$50,000. Under the Court's prior orders, Special Master fees must be divided evenly between the Parties. Accordingly, Plaintiffs' Counsel includes an additional \$25,000 expense for future services rendered by the Special Master as an expense for which they seek reimbursement. To the extent the entire reimbursed amount of \$25,000 is not expended, the remaining amount will be added to the Settlement Fund and distributed to the Class.

G. Request for Plaintiff Service Awards

59. Plaintiffs' Counsel requests Service Awards to be awarded to each Plaintiff for their service on behalf of the Settlement Class, in the amount of \$10,000 to each Plaintiff.

60. Plaintiffs devoted both time and energy to this Action and have, from the outset, been fully committed to pursuing the interests of the Settlement Class. *See, e.g.*, Declaration of Settlement Class Representatives Anthony Guest and Angela Uherbelau, ¶¶ 6-8 and 5-7, respectively, submitted as Exhibits 18 and 10 hereto.

CONCLUSION

61. I hereby declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 9th day of March, 2026 in New York, New York.



Chet B. Waldman

Exhibit 1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF VIRGINIA
3 Alexandria Division

4 IN RE: : Civil Case
5 : No. 1:24-MD-03111-DJN-WBP
6 :
7 CAPITAL ONE 360 SAVINGS : January 12, 2026
8 ACCOUNT INTEREST RATE : 11:00 a.m.
9 LITIGATION :
10 :

11 TRANSCRIPT OF PRELIMINARY SETTLEMENT APPROVAL HEARING
12 BEFORE THE HONORABLE DAVID J. NOVAK
13 UNITED STATES DISTRICT JUDGE

14 APPEARANCES:

15 FOR THE PLAINTIFFS: CHET B. WALDMAN
16 PHILIP M. BLACK
17 CARL LESTER STINE
18 WOLF POPPER LLP
19 913 Dunleigh Meadows Lane
20 Houston, TX 77055
21 212-759-4600

MATTHEW BRYCE KAPLAN
THE KAPLAN LAW FIRM
1100 Glebe Road
Suite 1010
Arlington, VA 22201
703-665-9529

22 FOR THE DEFENDANTS: DAVID LEWIS BALSER
23 KING & SPALDING LLP
24 1180 Peachtree Street NE
25 Suite 1600
Atlanta, GA 30309
404-572-4600

JAMIE DYCUS
KING & SPALDING LLP (NY-NA)
1185 Avenue of the Americas
34th Floor
New York, NY 10036-4003
212-556-2100

(Appearances continued on following page:)

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FOR THE DEFENDANTS:

**BRYAN ALAN FRATKIN
McGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219
804-775-4352**

**JAMIE DYCUS
KING & SPALDING LLP (NY-NA)
1185 Avenue of the Americas
34th Floor
New York, NY 10036-4003
212-556-2100**

ALSO PRESENT:

**CRAIG P. SEEBALD
LARA McMAHON
VINSON & ELKINS
2200 Pennsylvania Avenue, NW
Suite 500 West
Washington, DC 20037
202-639-6585**

**CHRISTOPHER PEAK, Capital One
SARAH WARREN HOWLETT, Capital One**

OFFICIAL COURT REPORTER:

**REBECCA STONESTREET, RPR, CRR
U.S. District Court, 9th Floor
401 Courthouse Square
Alexandria, Virginia 22314
(240) 426-7767**

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COMPUTERIZED TRANSCRIPTION OF STENOGRAPHIC NOTES

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P R O C E E D I N G S

COURTROOM CLERK: Civil action 1:24-MD-3111,
In re: Capital One 360 Savings Account Interest Rate
Litigation. Would counsel please note their appearances for the
record.

MR. WALDMAN: Sure. Chet Waldman from
Wolf Popper, LLC, plaintiffs' class counsel in this matter.
With me are my partners Philip Black and Carl Stine, and we have
Matthew Kaplan, our local counsel.

MR. BALSER: David Balser, King & Spalding, on behalf
of Capital One. With me is Jamie Dycus, my partner from
King & Spalding, Bryan Fratkin from McGuireWoods; we have
Chris Peak, who is head of litigation for Capital One, and
Sarah Warren Howlett from Capital One as well.

THE COURT: Okay. Thank you.

SPECIAL MASTER SEEBALD: Craig Seebald, special master.

MS. McMAHON: And Lara McMahon, assistant to the
special master.

THE COURT: All right. Mr. Riff?

MR. RIFF: Good morning. Adam J. Riff for the New York
Attorney General.

THE COURT: Okay. Well, we're here again for
preliminary approval on the motion for the class settlement.

Mr. Balser, have you received what you've needed to
move forward?

1 MR. BALSER: We have, Your Honor.

2 THE COURT: All right. So we don't have to worry about
3 the other states now. Is that right?

4 MR. BALSER: That's correct, Your Honor. If I may,
5 just to elaborate on that for a minute.

6 THE COURT: Please.

7 MR. BALSER: Mr. Seebald has done a fantastic job of
8 corralling the 17 states that had filed objections through the
9 amicus brief.

10 We have basically three categories of those states.
11 One category -- one group of states represented in writing in
12 response to Mr. Seebald's emails that they would not be seeking
13 enforcement action against Capital One; another group of states
14 has signed off with the New York Attorney General and
15 Capital One on a stipulation that's been filed that we're
16 comfortable with.

17 There were three states who didn't go quite as far as
18 the other states. Those were Washington, Oregon, and Louisiana.
19 We spoke with each of those state attorney general's offices
20 last week, Thursday and Friday, and based on the representations
21 and assurances that were made in those calls, we're prepared to
22 proceed with the settlement.

23 THE COURT: All right. If something goes sideways, you
24 can always come back to me too, though. Okay?

25 MR. BALSER: Thank you very much, Your Honor.

1 THE COURT: Mr. Riff, did you want to add anything to
2 that? I appreciate everything you've done with the special
3 master. He thinks you're the greatest guy on the planet, I'm
4 just saying. Of course, he's the greatest guy on the planet.

5 MR. RIFF: Thanks, Your Honor. We appreciate him and
6 we appreciate your leadership in this as well.

7 Based on the stipulation that our office signed with
8 Capital One in a prior memorandum of understanding, just
9 alerting you that we'll be jointly seeking a stay of our
10 separate New York action against Capital One.

11 THE COURT: That's fine.

12 MR. RIFF: And --

13 THE COURT: I'll grant that until this is all resolved.

14 MR. RIFF: Thank you. And the other ministerial matter
15 with regard to the stipulation that Your Honor so ordered - and
16 thank you for that - the attorneys signing that stipulation have
17 not otherwise appeared on behalf of a party; just requesting an
18 exemption from the *pro hac vice* requirement.

19 THE COURT: That's fine. Totally fine.

20 MR. RIFF: Thank you, Your Honor.

21 THE COURT: Okay. Good.

22 All right. Mr. Waldman, do you want to put on the
23 record the terms and we'll kind of go from there. And if
24 there's anything else you want to add, you can do that.

25 MR. WALDMAN: That's fine. Because we've detailed in

1 our memorandum of law in support of the motion for preliminary
2 approval order and we submitted several declarations and
3 exhibits thereto which set forth the legal arguments and the
4 factual premise for the settlement, let me just get to what the
5 settlement does. This is the new improved settlement.

6 The first thing --

7 THE COURT: We call it the Novak version.

8 MR. WALDMAN: We'll call it the Novak version, yes.

9 The first thing is that all class settlement members
10 will receive cash up front in compensation from a \$425 million
11 non-reversionary settlement fund. That's the first thing. The
12 second thing is, all customers still in the 360 Savings account,
13 which makes up between 80 and 85 percent of the class when it
14 comes from a damages perspective, they will benefit from a
15 substantially higher interest rate that is going to match the
16 360 Performance Savings rate.

17 Now, for perspective, during most of the class period,
18 the 360 Savings customers were receiving 0.3 percent interest
19 from Capital One. As of today, the 360 Performance Savings
20 account is presently paying out about 3.4 percent. So pursuant
21 to the settlement, there will be an 11 times increase to class
22 members who remain in the 360 Savings account as to what they
23 will receive.

24 There has been projections that that is going to amount
25 to at least \$530 million in addition to the \$425 million class

1 action settlement fund. To put that in perspective, if
2 Capital One continues the account for just two and a half years,
3 the settlement value is over a billion dollars. And pursuant to
4 the settlement agreement, Capital One has agreed to keep the two
5 accounts open for at least two years from the effective date.

6 THE COURT: Mr. Balser, I just want to make sure, on
7 the record, Capital One did commit to that; that not only are we
8 treating the two accounts the same, the accounts will remain
9 open at least two years past the final settlement date. I
10 believe you notified that to the special master, but I just want
11 to make sure that's on the record here.

12 MR. BALSER: Yes, Your Honor. In Paragraph 6.1 of the
13 settlement agreement, that's spelled out.

14 THE COURT: Okay. Just confirming that.

15 MR. WALDMAN: It is.

16 THE COURT: I mean, that's going to go to the damage
17 calculations too here, as you've well noted.

18 MR. WALDMAN: So those are the primary benefits of the
19 settlement.

20 Now, in addition to that, as with the initial proposed
21 settlement, there will be no claims process here. Everybody is
22 going to automatically receive their pro rata share of the
23 \$425 million settlement fund, with the one exception that if
24 people's pro rata share would come to less than \$5 and they
25 elected to be paid by check, they wouldn't get anything. But if

1 they elect - and they have the option to do so - to being paid
2 by electronic payment, they will automatically receive
3 something, even if it's less than \$5.

4 And to make it clear, if anybody selected the
5 electronic payment option in connection with the first
6 settlement, the initial settlement, they're automatically
7 getting an electronic payment, but people will have a second
8 bite at the apple to seek electronic payment as well.

9 Also, as we did in the first instance, the parties have
10 agreed to a comprehensive notice program. It's exactly the
11 prior program that Your Honor had approved, with one exception,
12 which you've already approved. Which is that in order to save
13 the class approximately \$1.5 million in settlement
14 administrative costs, what is going to happen is, for all class
15 members that the settlement administrator, Epiq, has email
16 addresses for, and these email addresses were successfully
17 delivered in connection with the initial payment, the initial
18 notice period, they're going to get email notices directly to
19 them. For anyone for whom Epiq does not have current email
20 addresses, they will get direct mail to them, the postcard
21 notice.

22 And both the electronic notice and the postcard notice
23 goes to -- or I should say, the email notice and the postcard
24 notice directs people to the settlement website, which has been
25 up and running for a long time now, which has the long form

1 notice and all the Court's orders and relevant briefing, and
2 everything that's going to happen, the final approval briefs,
3 everything, will go up on that settlement website.

4 In addition to that, a press release over PR Newswire
5 by Epiq will also be sent out. The forms of notice have been
6 attached as Exhibits 2 through 5 to my newest declaration for
7 Your Honor's convenience. And I'm happy to go over it --

8 THE COURT: I don't think so. I've read everything.
9 The notice is I think exactly what I was looking for. I'm very
10 happy with how you've handled this and Capital One has handled
11 this. Again, credit to Capital One realizing they had a problem
12 and they were going to deal with it, and a credit to you-all for
13 all the good work that you've done.

14 MR. WALDMAN: Thank you, Your Honor.

15 THE COURT: I wanted to ask you just a couple of
16 questions. One, you alluded to this. The interest rate has
17 already gone up to match, is that what you're saying?

18 MR. WALDMAN: No. They have an obligation under the
19 settlement agreement to raise those interest rates 14 days after
20 the effective date.

21 THE COURT: Right. But I think you alluded to the fact
22 that it's already gone up.

23 MR. WALDMAN: No, it hasn't. What I alluded to is
24 today, 360 Performance Savings is paying 3.4 percent. The
25 360 Savings will match that 14 days after.

1 THE COURT: Oh, I got it. It was my fault. I misheard
2 you. I'm sorry.

3 MR. WALDMAN: Okay. Yeah.

4 THE COURT: And lastly, you referenced a cy-pres I
5 think in your papers. Are you envisioning that here?

6 MR. WALDMAN: It is possible. Where it wasn't in the
7 first settlement because anything left over would have gone to
8 essentially interest to the 360 Savings, here, because they're
9 automatically matching, the only way there's cy-pres relief is
10 if there was money -- if people essentially don't cash their
11 checks. Okay?

12 THE COURT: Right.

13 MR. WALDMAN: The electronic payments they're going to
14 get directly, so it's only those people who have sought to get
15 checks. And if they don't cash them for whatever reason,
16 there's going to be money left over.

17 If there's enough money left over, we're going to make
18 a second distribution. There will be no cy-pres. But if in
19 fact it's not cost effective to do it - you know, it could eat
20 up all the mailing costs, for example - we would then have to do
21 cy-pres relief.

22 The parties have not yet agreed to what charity that
23 would be --

24 THE COURT: Well, I'll agree to it for you. I
25 generally use Feed More in Richmond as a cy-pres. It doesn't

1 sound like there's going to be much money here anyhow.

2 MR. WALDMAN: Yeah.

3 THE COURT: But I think that's what you ought to think
4 about. Feed More in Richmond, they feed homeless people, they
5 do a great job. Mr. Fratkin I'm sure can assure you of that as
6 my Richmond guy. They do a fantastic job, and I generally use
7 them because I don't want people picking cy-pres's that help
8 them one way or the other in terms of litigation in future
9 cases. I had to learn that the hard way when I started
10 approving class actions, and now Feed More is my safe harbor.

11 MR. WALDMAN: Plaintiffs have no problem with that. If
12 Capital One will agree, it's done. Thank you.

13 THE COURT: All right. Anything else from our special
14 master, other than me saying you've done a great job again?

15 SPECIAL MASTER SEEBALD: Thank you. I just wanted to
16 thank the parties. Capital One was great to work with trying to
17 get this done, the New York Attorney General's Office did a
18 wonderful job corralling all of the states, and all of the
19 states were very responsive. They responded on time to my
20 inquiries and responses, and I'm very satisfied that we got here
21 today the way we did.

22 THE COURT: Good. Perfect. I'll say one more thing.
23 Look, I know this is a tough swallow for Capital One. This is
24 the right thing to do. I appreciate you doing it. I know
25 that's not the numbers you-all were thinking about, but

1 sometimes you've got to do what you've got to do. And I think
2 it's a credit to them as well.

3 So let me move forward, then, with the analysis. I'm
4 going to conditionally certify the class for settlement purposes
5 as defined in the manner that's in the papers and the proposed
6 order. There's one class now to certify in this action. That
7 class is defined to include all persons or entities who maintain
8 a Capital One 360 Savings account at any time during the class
9 period, which begins on September 18th of 2019 and runs through
10 June 16th of 2025. This includes joint and co-holders of
11 360 Savings accounts.

12 This class does not include Capital One, any entity in
13 which Capital One has a controlling interest, and Capital One's
14 officers, directors, legal representatives, successors,
15 subsidiaries, and assigns. It doesn't include any judge,
16 justice, or judicial officer presiding over the action, as well
17 as members of their immediate families and judicial staff, and
18 any individual who timely and validly opts out of the
19 settlement.

20 I find that this class meets the Rule 23(a)
21 requirements of numerosity, commonality, typicality, and
22 adequacy. I also find that this settlement class meets the
23 demands of Rule 23(b)(3), in that questions of law or fact
24 common to class members predominate over questions affecting
25 individual members. Also, the class action is the superior

1 method for fairly and efficiently adjudicating this controversy.

2 Again, I'm reappointing plaintiffs' counsel as class
3 counsel under Rule 23(g). I find that both the effort that the
4 plaintiffs' counsel has undertaken thus far and plaintiffs'
5 counsel's experience in class actions of this nature demonstrate
6 their ability to represent the interests of the class fairly and
7 adequately. In fact, I just think they've done a great job
8 here. Therefore, I appoint the following law firms as class
9 counsel: Wolf Popper LLP and Kaplan Law Firm.

10 I'm also going to reappoint each of the named
11 plaintiffs as representatives of the class. Those are
12 Scott C. Savett, Jay Sim, Amber Terrell, Angela Uherbelau,
13 Gwendolyn Wright, Elizabeth Zawacki, Sheryl Barnes,
14 Alessandra Bellantoni, Ayal Brenner, Anthony Guest, Samuel Hans,
15 Ronald Hopkins, Michael Krause, Steve Lenhoff, Jerry Magana,
16 Seth Martindale, Jennie Meresak, Gregory Mishkin, Andrew Molloy,
17 Jay Nagdimon, Neelima Panchang, Sailesh Panchang,
18 Patrick Perger, Jr., Shantell Pitts, Howard Port, and
19 Jane Rossetti. I'm sure I said some of those names incorrectly.
20 To the extent that I did, I apologize to the folks.

21 I'm going to also preliminary approve the new class
22 settlement. In doing so, the Court must determine the
23 likelihood that I will be able to finally approve the settlement
24 as being fair, reasonable, and adequate, using the factors
25 delineated in Rule 23 and *In Re: Jiffy Lube Securities*

1 *Litigation.*

2 I note, by the way, that I had previously rejected at
3 the final hearing stage an earlier proposed settlement, which I
4 think underscores why I think this is the appropriate one,
5 because having been involved in crafting it, too, I believe this
6 is appropriate.

7 One, the plaintiffs and lead counsel have adequately
8 represented the class. I've already said that they've done a
9 super job on this. Class counsel has engaged in extensive
10 discovery, reviewing roughly 2 million pages of discovery
11 produced by Capital One, and they engaged in expert work
12 regarding Capital One's liability as well as motions practice,
13 including prevailing against the defendant's motion to dismiss.
14 Class counsel also expended significant time and effort engaging
15 in difficult mediations. That leads to the next factor.

16 Number two, the settlement is the product of good
17 faith, informed, and arm's-length negotiation by experienced
18 counsel. There have been extensive negotiations at arm's length
19 since at least March of 2025. There were negotiations before
20 our excellent special master as well as a private mediator,
21 Robert A. Meyer, that produced the initial settlement that I
22 rejected after objections from the New York Attorney General's
23 Office. Of course I had a say in kind of re-crafting this, so I
24 obviously think it's a good settlement as well.

25 So what we have is mediation efforts that were

1 conducted certainly at arm's length by very experienced counsel
2 who are experts in this area, and have produced finally what I
3 think is a fair outcome for all.

4 The settlement provides adequate relief as well to the
5 class in light of the counterbalancing factors. The proposed
6 settlement here provides significant relief. The initial
7 settlement amount is \$425 million. Of course there will be --
8 attorneys' fees and expenses will be subtracted from that, as
9 well as the class representative number, but that is a
10 historical number in terms of historical losses.

11 Going forward, though, Capital One will pay the same
12 rate of interest, essentially going to treat the 360 Savings
13 accounts and the 360 Performance accounts the same, and they've
14 committed to keep these accounts open for at least two years
15 past final approval. I believe that the total value of the
16 settlement will exceed one billion. Going forward for -- if
17 it's just a minimum two years, that's \$530 million, but I
18 suspect that Capital One will keep them longer than that. So
19 I'm valuing the settlement as over \$1 billion.

20 Plaintiffs also faced risks in continuing to litigate
21 this case through trial. These risks include delayed
22 certification, the potential of awarding summary judgment to
23 Capital One, significant appellate risks given the number and
24 diversity of the legal issues at play under different bodies of
25 state law, and of course they could have failed at trial.

1 Further, the plaintiffs anticipate that continuing
2 litigation would significantly delay the additional payments to
3 the settlement class members, since continued litigation would
4 require the class members to wait through the trial and any
5 appeals, even if they were successful at every stage.

6 Fourth, the form and manner of the proposed notice is
7 going to be approved. I'm satisfied that the notice of the plan
8 is reasonably calculated to apprise the class of the pendency of
9 the action, the proposed settlement, and the class members'
10 rights to opt out of the settlement class or object, essentially
11 using the same technique as the first settlement. And we did
12 receive a number of objections; that tells me that the
13 administrator was reaching the folks that they need to reach.

14 Mr. Waldman has laid out how they're going to
15 accomplish that. I'm not going to repeat that. I find it's
16 adequate. And I believe the notice itself is sufficient and
17 delivers the message that needs to be delivered to the class
18 members.

19 So I find that these procedures constitute the best
20 notice practicable under the circumstances, and complies with
21 due process and Rule 23. Again, the parties have offered up
22 Epiq Class Action Claims Solutions as a settlement
23 administrator. I'm going to reappoint them again as the
24 administrator.

25 I want to confirm the timeline again that was in my

1 November 21st order. The special master is to file a report
2 concerning the assessment of loss amount and percentage of
3 recovery that the settlement fund represents. That deadline is
4 June 23rd.

5 Now, again, Special Master, I'm not looking necessarily
6 for an exact number. I don't think we can reach an exact
7 number. But I would like you to get as close as possible,
8 working with everybody, both sides, plaintiff and the defense,
9 but as well as the New York AG's Office, to try to ascertain, to
10 the extent that you can, what you think the range I think should
11 be in terms of that. As the Fourth Circuit always tells me, I
12 need you to show your work, right? And really, we're making a
13 record here about what the real loss amount is, particularly in
14 the case if there are objections going forward.

15 I am going to value this settlement, though, for going
16 forward, at one billion. I think that is the -- I understand
17 that the relief at the minimum of two years is 530 million. You
18 add that to 425, my Pittsburgh math brings that up to 955. But
19 I suspect Capital One is not going to shut these accounts down
20 the next day after the two years.

21 So I think a fair number is a billion. I believe the
22 New York Attorney General had previously said that if it was for
23 three years of coverage, that was 800 million, so I think a
24 reasonable number in terms of value of this settlement is
25 \$1 billion.

1 So you'll tell me, Mr. Special Master, what you think
2 that relates to in terms of the damages. The numbers were
3 narrowing at the earlier hearings, and I think they'll probably
4 narrow a little bit more. But I need you to show me your work
5 as to why, so that if there's a review by the circuit, that they
6 understand kind of what my thought process is. Okay?

7 SPECIAL MASTER SEEBALD: Understood. Okay.

8 THE COURT: The deadline to send notice to class
9 members is February 2nd. I'm going to have the special master
10 file another report on February 18th about plaintiffs' counsel's
11 time records. Again, in that one we need to use our rates here
12 in Alexandria. There is a chart. There's a special name for it
13 here I can't remember. But I can tell you, it's not New York
14 rates. No matter how good these lawyers are, it's not New York
15 rates. So there should be nobody billing over \$1,000 an hour.
16 That I can tell you. And I think the general rate for a partner
17 around here is around 800 an hour, but the chart -- it's the DMV
18 chart.

19 Do you know what I'm talking about, Mr. Fratkin?
20 There's a special chart that they use.

21 SPECIAL MASTER SEEBALD: Ms. McMahon luckily has done a
22 lot of this in her previous job as a clerk here for Judge Vaala,
23 and has that chart.

24 THE COURT: Okay, that's perfect. That's what I want
25 to use. I want to use that chart and we want to make sure

1 there's no double billing. The same instruction about the other
2 thing. Show your work, right? Hours, break it down by
3 attorney, give me the hours, give me the billable rate, and then
4 I'll take a look at it.

5 Mr. Waldman, you'll work with them to make sure that we
6 know that. And if there's any question about double billing,
7 you'll explain to them why it is that was appropriate. Because
8 what I intend to do is just look at that report again. I don't
9 intend to go back myself and review it. That's kind of what I
10 have them doing. Does that make sense to you?

11 MR. WALDMAN: Yes. And we've had frequent dialogue
12 with the special master, so we're all on board with timing and
13 everything.

14 THE COURT: And you don't have to re-file that
15 affidavit from the Vanderbilt professor and all that. I was in
16 agreement with him, I just thought that we had gone off the
17 rails a little bit. So I'm going to look at it.

18 What you should do is, when you file, then, your
19 revised application, to me, the issue is the multiplier. That's
20 what I -- as it relates to -- now, I'm telling you the recovery
21 is now a billion dollars. So that's a different recovery than
22 before, when I told you your numbers were too high. So we're
23 working off of that, but we're also working off of what is the
24 appropriate multiplier, then, after you get their report. And
25 from there we'll kind of figure it out.

1 I want to say again, you deserve to get paid. Okay? I
2 don't want anybody to think that I'm suggesting otherwise. This
3 is essentially the private attorney general model. That's what
4 these class actions are about. So this is not me trying to
5 thwart your efforts to get appropriately paid, but I believe in
6 giving great scrutiny to this, particularly when you had a
7 number of the class members before objecting, saying, how come
8 I'm getting so little and the attorneys' fees are so much.

9 I want to make sure I do my job - and it is my job - to
10 go through this and figure out what the appropriate fees are,
11 recognizing, one, your really outstanding work here -- this is
12 an incredible recovery. If you're talking about a billion
13 dollars, you're talking about one of the highest recoveries
14 ever, at significant risk to you-all. And I know that. I know
15 that you could have lost on a motion to dismiss, you could have
16 lost on summary judgment. So I understand you put a lot into
17 this, at risk to yourselves.

18 So you focus on the multiplier and why specifically
19 your number is the appropriate number, whatever that may be.
20 It's not going to be 84 million. You know that already. But
21 you'll figure out a reasonable number and then you'll come back
22 to me and then we'll kind of go from there. Does that make
23 sense to you?

24 MR. WALDMAN: It does.

25 THE COURT: All right. Do you have anything you want

1 to say about that or not?

2 MR. WALDMAN: No. We understand. We're working with
3 the special master, we're going to get what he needs.

4 THE COURT: Okay. Sounds good. All right.

5 Then the other deadlines -- again, the deadline for the
6 motion for attorneys' fees, expenses, service awards, as well as
7 final approval is due March 9th; opt-out and objection deadline
8 is March 30th; deadline to respond to objections is April 6th;
9 the certification of compliance with the notice plan is due
10 April 10th, as well as the excluded class members' filing is due
11 April 10th; and the special master is to file a report
12 concerning opt-outs and compliance with payment terms
13 April 15th. We'll have the final approval hearing April 20th at
14 11:00 a.m.

15 Is everybody good with that deadline? I said
16 June 23rd. I meant January 23rd for the special master. Sorry
17 about that. You know, senility is setting in here.

18 All right. Plaintiff, are you-all good with the
19 deadlines?

20 MR. WALDMAN: Yes, Your Honor.

21 THE COURT: Defense, are you-all good with the
22 deadlines?

23 MR. BALSER: Yes, Your Honor.

24 THE COURT: All right. Mr. Riff, do you want to say
25 anything about the deadlines or are you good?

1 MR. RIFF: Nothing from me, Your Honor.

2 THE COURT: Is there anything else -- other than
3 Feed More as the cy-pres for whatever is left, is there anything
4 else I need to do here? No.

5 Everybody have a good day. I appreciate all of your
6 good work. Thank you.

7 (Off the record at 11:28 a.m.)

8

9

10 **CERTIFICATE OF OFFICIAL COURT REPORTER**

11

12 I, Rebecca Stonestreet, certify that the foregoing is a
13 correct transcript from the record of proceedings in the
14 above-entitled matter.

15

16

17 //Rebecca Stonestreet

 1/20/26

18 **SIGNATURE OF COURT REPORTER**

DATE

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\$1,000 [1] - 18:15
\$425 [4] - 6:10, 6:25, 7:23, 15:7
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\$530 [2] - 6:25, 15:17

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Exhibit 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF MATTHEW B. KAPLAN

I, Matthew B. Kaplan, declare as follows:

1. I am the Principal of The Kaplan Law Firm (“TKLF”), an Arlington, Virginia based law firm specializing in complex litigation and appellate litigation. On June 24, 2024, the Court appointed my firm as Local Counsel for the putative classes and subclasses in the above-captioned case, *In Re: Capital One 360 Savings Account Interest Rate Litigation*. That appointment was reconfirmed on June 16, 2025, when the court conditionally certified the proposed Settlement Class in this matter.

My Background

2. I graduated with honors from Georgetown University’s Edmond A. Walsh School of Foreign Service in 1986. From 1987 – 1988 I was employed as a Foreign Service Officer with the United States Department of State. I was posted overseas for most of this time and my duties focused on writing, analysis and negotiation.

3. I attended the George Washington University Law School while continuing to work full time at the State Department and graduated with Highest Honors (top 3% of my class) in January 2003. While in law school I served as a volunteer with the Federal Public Defender’s Office for the Eastern District of Virginia. I was admitted to the Virginia bar in

April 2003 and have been practicing law in the private sector ever since.

4. From 2003 to 2005 I was employed as an associate attorney by White & Case, LLP, a respected global law firm. At White & Case I worked on complex civil litigation in the federal courts.

5. From 2005 to 2012 I was employed as an attorney at Cohen Milstein Sellers & Toll, PLLC, one of the nation's largest and most respected class action firms. I specialized in securities class actions and practiced in courts around the country, including in the Eastern District of Virginia. My hourly rate at Cohen Milstein, prior to my April 2012 departure on good terms from that firm, was \$495 per hour. At the time, I had been practicing law for approximately nine years. (It is Cohen Milstein's practice to increase its attorneys' rates each December to reflect general inflation in the legal market and the years a particular attorney has practiced law.) These rates were frequently submitted in fee petitions to federal courts and, to the best of my knowledge, were never found to be unreasonable.

6. Since leaving Cohen Milstein I have established my own firm. My work focuses, in significant part, on Fair Labor Standards Act and other wage and hour claims, usually litigating these cases as collective or class actions. I am recognized by my peers as a subject matter expert in this area of the law and have given accredited CLE training sessions on wage and hour law. I have litigated numerous complex wage and hour cases in Maryland, Virginia, and the District of Columbia. I have also served as local counsel in complex nationwide class actions.

7. In addition to wage and hour matters, a considerable portion of my work is devoted to appellate litigation. I am a member of the Criminal Justice Act panels for the Fourth Circuit, the District of Columbia Circuit, and the District of Columbia Court of Appeals (which generally follows the Federal Rules of Appellate procedure). Although most of my appellate work is in court-appointed criminal matters, I also litigate civil appellate matters in state and federal appellate courts.

My Work on This Matter

8. As Local Counsel I was required by the Local Rules to sign every filing made in this matter. By signing such filings, I was, pursuant to Rule 11(b) of the Federal Rules of Civil Procedure, certifying to the Court that these filings were factually accurate, were made in good faith, and set out legal arguments that were “warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law.” I take this responsibility seriously and have reviewed pre-filing drafts of Plaintiffs’ filings in this matter to ensure that I was properly fulfilling my Rule 11 responsibilities. Where appropriate, I provided substantive input into these filings. Given the volume of the filings in this case, performing this aspect of my responsibilities as Local Counsel required considerable attorney time.

9. As Local Counsel, I attended all hearings in this matter.

10. I provided extensive advice to Lead Counsel on the rules and practices of the Eastern District of Virginia. This was important because a number of Eastern District of Virginia practices differ significantly from those in most other District Courts. Among other things, local counsel must ensure that foreign counsel fully understand that litigation proceeds far more expeditiously in this jurisdiction than elsewhere.

11. At the invitation of Lead Counsel, I regularly provided input on issues of litigation strategy, input that I believe Lead Counsel found helpful in the prosecution of this matter.

12. I defended the deposition of two named Plaintiffs that were taken in the Eastern District of Virginia.

My Fees and Expenses In this Matter

13. In accordance with TKLF’s normal practice, TKLF maintained accurate contemporaneous time records of my work in this matter. I performed only work that was, in my view, reasonably necessary to prosecute Plaintiffs’ claims and was not duplicative of work

done by other attorneys representing Plaintiffs. I am the only professional at TKLF to perform work in connection with that litigation.

14. My work on this matter was entirely contingent—if a final judgment had been entered in favor of the Defendants I would have recovered nothing for my work.

15. A summary of rates and hours expended by TKLF’s professionals, through February 28, 2026, is set forth as follows:

Professional	Title	Billable Rate	Billable Hours	Billable Fees
Matthew B. Kaplan	Principal	\$940	231.7	\$217,798.00
TOTALS:			231.7	\$217,798.00

16. As indicated, I billed in this matter a total of 231.7 hours for a total lodestar of \$217,798.00. My hourly rate in this matter is \$940.

17. I submitted the above information with respect to my fees to the Special Master appointed in this matter in connection with his review of Plaintiffs’ counsel’s fees, except that my fees in that submission were only through January 20, 2026. My submission to the Special Master was complete and accurate.

18. TKLF incurred, through February 28, 2026, the out-of-pocket expenses in this matter stated in the chart below. I certify to the Court that the following expenses are correct, and have been necessarily incurred in this case:

Description	Amount
Attorney Service Fees & Messenger	\$ 0.00
Filing Fees	\$ 0.00
Mediation Fees	\$ 0.00
Electronic Legal Research (Lexis)	\$ 568.39
Postage & FedEx	\$ 0.00
Travel (Parking and Uber)	\$ 114.57
Total	\$ 682.96

19. The foregoing expenses were incurred solely in connection with this litigation. These expenses are reflected in the books and records of TKLF, which are kept in the ordinary course and prepared from expense vouchers, check records, and other documents. Certain expenses that TKLF incurred were reimbursed by Lead Counsel or other firms representing Plaintiffs. Such expenses are not listed above.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 5th day of March 2026.

/s/ Matthew B. Kaplan
Matthew B. Kaplan

Exhibit 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF JEFFREY D. KALIEL

I, Jeffrey D. Kalien, declare as follows:

1. I am a partner of KalienGold PLLC (“KG”), a Washington, D.C.-based law firm specializing in complex and class action litigation. Since its founding in 2017, KG has served as class counsel in a wide range of consumer protection class actions vindicating the rights of millions of consumers in protracted, complex litigation, to successful results. I am a member in good standing of the California and District of Columbia Bars, and counsel of record for Plaintiffs Jay Sim, Shantell Pitts, and Alessandra Bellantoni, whose cases were consolidated with the other related cases into this MDL. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval. I have personal knowledge of the facts set forth in this declaration and could and will testify competently to them if called upon to do so.

2. KG’s representation of Jay Sim, Shantell Pitts and Alessandra Bellantoni and the Class was on a wholly contingent basis. The firm devoted substantial resources to this matter, and we have received no payment for any of the nearly 800 hours of services performed or the thousands of dollars in out-of-pocket costs and expenses that my firm committed to the litigation of this case. All attorneys and legal staff at KG are instructed to maintain time records reflecting the time spent on this and other matters.

3. KG made every effort to litigate this matter efficiently by coordinating the work

of KG's attorneys and paralegals, and the other law firms involved, minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the timekeepers' experience levels and talents.

4. A summary of the rates and hours expended by KG's professionals was submitted to the Special Master in connection with the Ninth Report. The rates and hours provided to the Special Master and as detailed in the report are and remain accurate and current.

5. KG attorneys spent a substantial amount of time investigating the case and drafting the complaint; briefing the opposition to the Motion to Dismiss; reviewing documents; responding to discovery requests and assisting clients with gathering documents; preparing for and defending the depositions of Shantell Pitts, Jay Sim, and Alessandra Bellantoni; preparing for and taking the deposition of Daniele Andreini; preparing for the deposition of 30(b)(6) designee Jennifer Windbeck; briefing class certification; preparing for and attending mediation; and finalizing the papers in support of the motion for preliminary and final approval of the class action settlement.

6. All KG attorneys and staff who worked on this matter billed a total of 784.95 hours for a total lodestar of \$652,226.05.

7. I believe that my firm's rates are fully commensurate with the hourly rates of other nationally prominent firms performing similar work for both plaintiffs and defendants.

8. These rates are largely derived from, and in some instances less than, the rates put forth in the Adjusted Laffey Matrix, which is published by the D.C. Circuit Court, and which measure prevailing market rates based on seniority in the D.C. area. Courts have acknowledged that the "[t]he Laffey Matrix is used as a guideline for reasonable attorneys' fees in the Washington/Baltimore area." *In re Neustar, Inc. Sec. Litig.*, No. 1:14cv885 (JCC/TRJ), 2015 WL 8484438, at *10 n.6 (E.D. Va. Dec. 8, 2015) (internal quotation and citation omitted); *see also Salazar ex rel. Salazar v. D.C.*, 809 F.3d 58, 64 (D.C. Cir. 2015) (confirming that the use of the Adjusted Laffey Matrix for attorneys in Washington, D.C. is appropriate).

9. KG exclusively represents clients on a contingent fee basis.

10. Courts have awarded KG attorneys' fees at rates that are comparable to the rates applicable to this matter. The rates charged by KG are well within the range of rates charged by comparably qualifying attorneys for comparably complex work.

11. KG incurred the out-of-pocket expenses in this matter stated in the chart below. I certify to the Court that the following expenses are correct, and have been necessarily incurred in this case.

Description	Amount
Deposition Transcripts	\$940.30
Travel to Depositions (Airfare, Ground Transport, Hotel)	\$1,974.30
Total	\$2,914.60

12. The foregoing expenses were incurred solely in connection with this litigation. These expenses are reflected in the books and records of my firm, which are kept in the ordinary course and prepared from expense vouchers, check records, and other documents.

I declare under penalty of that the foregoing is true and correct. Executed this ___th day of March 2026 at Washington, D.C.



JEFFREY D. KALIEL

Exhibit 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF CHRISTOPHER E. STINER

I, Christopher E. Stiner, declare as follows:

1. I am a partner of Ahdoot & Wolfson, PC (“AW”), a Los Angeles, California based law firm specializing in complex and class action litigation and public interest litigation. Since its founding in 1998, AW has served as class counsel and in leadership positions in a wide range of consumer protection class actions vindicating the rights of millions of consumers, employees, and taxpayers in protracted, complex litigation, to successful results. I am a member in good standing of the California and New York State Bars, and counsel of record for Plaintiff Robert Port, whose case, *Port v. Capital One, N.A.*, No. 3:24-cv-01006 (D.N.J.), was consolidated with the other related cases into this MDL. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I have personal knowledge of the facts set forth in this declaration and could and will testify competently to them if called upon to do so.

2. AW’s representation of Mr. Port and the Class was on a wholly contingent basis. The firm devoted substantial resources to this matter, and we have received no payment for any of the nearly thousand hours of services performed or the thousands of dollars in out of pocket costs and expenses that my firm committed to the litigation of this case. All attorneys and legal

staff at AW are instructed to maintain contemporaneous time records reflecting the time spent on this and other matters.

3. AW made every effort to litigate this matter efficiently by coordinating the work of AW's attorneys and paralegals, and the other law firms involved, minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the time keepers' experience levels and talents.

4. A summary of the rates and hours expended by AW's professionals was submitted to the Special Master in connection with the Ninth Report. The rates and hours provided to the Special Master and as detailed in the report are and remain accurate and current.

5. AW conducted an extensive investigation into the facts and law relating to the matters alleged in Mr. Port's and the other plaintiffs' respective Complaints. AW drafted Mr. Port's initial complaint, and participated in drafting the subsequent Consolidated Amended Complaint. AW researched and analyzed legal issues raised by the Defendants' motion to dismiss, including state consumer law claims, and assisted in drafting Plaintiffs' opposition. AW assisted in identifying and conferring with consulting and testifying experts. Mr. Port, with AW's assistance, drafted responses to written discovery and produced responsive documents. Attorneys from AW spent hundreds of hours reviewing documents produce by Defendants in response to plaintiffs' written discovery requests, identifying hot documents in the production to be used at deposition, and drafting deposition document outlines. Mr. King, a partner at AW, prepared Mr. Port for deposition and appeared in person to defended Mr. Port's deposition. Mr. Stiner, another partner at AW, prepared for offensive depositions of Defendants' employees, including reviewing relevant documents and outline preparation. After mediation resulted in settlement, AW reviewed and revised the settlement agreement, preliminary approval motion, final approval motion, and drafted related documents, including client and attorney declarations.

6. All AW attorneys and staff who worked on this matter billed a total of 969.3 hours for a total lodestar of \$798,030.

7. I believe that my firm's rates are fully commensurate with the hourly rates of other nationally prominent firms performing similar work for both plaintiffs and defendants.

8. AW periodically establishes hourly rates for the firm's billing personnel. AW establishes the rates based on prevailing market rates for attorneys and law firms in the Los Angeles area that have attorneys and staff of comparable skill, experience, and qualifications. AW obtains information concerning market rates from other attorneys in the area that have similar experience doing similar work, from information that occasionally appears in the local press and national bar publications, and in orders awarding attorneys' fees in similar cases.

9. AW primarily represents clients on a contingent fee basis, both in class and individual cases. However, and although it is a small portion of its practice, AW also represents clients on an hourly basis and is paid according to its then-current hourly rates. AW is currently retained at the hourly rates used to calculate its lodestar in this matter.

10. Courts have awarded AW attorneys' fees at rates that are comparable to the rates applicable to this matter. The rates charged by AW are well within the range of rates charged by comparably qualifying attorneys for comparably complex work. *See, e.g., In re LoanDepot Data Breach Litigation*, 8:24-cv-00136-DOC (C.D. Cal. August 25, 2025) (Dkt. No. 96; \$25 million data breach settlement); *Bianucci, et al. v. Rite Aid Corporation*, 2:24-cv-03356-HB (E.D. Pa. July 30, 2025) (Dkt. No. 64; \$6.8 million data breach settlement); *Elder, et al., v. Reliance Worldwide Corporation*, 1:20-cv-01596-AT (N.D. Ga.) (Dkt. No. 183; \$3.8 million product liability settlement re: water heater connector); *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, No. 23-cv-02291-RK (D.N.J. Oct. 8, 2024) (Dkt. No. 76; auto defect settlement with warranty extension estimated at \$30 million value).

11. AW incurred reasonable out-of-pocket expenses in this matter. I certify to the Court that the following expenses are correct, and have been necessarily incurred in this case:

Description	Amount
Attorney Service Fees & Messenger	\$156.00
Filing Fees	\$405.00

Travel (Airfare, Ground Transport, Hotel)	\$1,459.52
Total	\$2,020.52

12. The foregoing expenses were incurred solely in connection with this litigation. These expenses are reflected in the books and records of my firm, which are kept in the ordinary course and prepared from expense vouchers, check records, and other documents.

I declare under penalty of perjury under the laws of California and of the United States that the foregoing is true and correct. Executed this 6th day of March 2026 in Laguna Niguel, California.


CHRISTOPHER E. STINER

Exhibit 5

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF ANGELICA GENTILE

I, Angelica Gentile, declare as follows:

1. I am a managing partner of Shamis & Gentile, P.A. (“SG”), class action firm that litigates cases in a broad range of industries, including banking, insurance, data privacy, deceptive and unfair trade practices.

2. SG has served as class counsel and in leadership positions in a wide range of consumer protection class actions vindicating the rights of millions of consumers in protracted, complex litigation, to successful results.

3. I am a member in good standing of the Florida and Texas State Bars, and started as counsel for Plaintiffs Jay Sim, Alessandra Bellantoni, and Shantell Pitts, whose cases were consolidated with the other related cases into this MDL. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I have personal knowledge of the facts set forth in this declaration and could and will testify competently to them if called upon to do so.

4. SG’s representation of Mr. Sim, Ms. Bellantoni, Ms. Pitts, and the Class was on a wholly contingent basis. The firm devoted substantial resources to this matter, and we have received no payment for any of the 1,045.2 hours of services performed or the thousands of dollars in out of pocket costs and expenses that my firm committed to the litigation of this case.

All attorneys and legal staff at SG are instructed to maintain contemporaneous time records reflecting the time spent on this and other matters.

5. SG made every effort to litigate this matter efficiently by coordinating the work of SG's attorneys and paralegals, and the other SG firms involved, minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the time keepers' experience levels and talents.

6. A summary of and the rates and hours expended by SG's professionals was submitted to the Special Master in connection with the Ninth Report. The rates and hours provided to the Special Master and as detailed in the report remain accurate and current.

7. SG invested substantial time and resources into this matter. This includes, among other things: conducting a thorough pre-suit investigation by reviewing numerous intake documents and analyzing state law relevant to the asserted claims; reviewing and revising numerous case documents, including the initial complaints, the motion to dismiss and its opposition, the reply in support of class certification, and various Daubert motions; reviewing and responding to Defendant's discovery requests for Mr. Sim, Ms. Bellantoni, and Ms. Pitts; analyzing documents and data produced by Defendant; preparing for the depositions of Mr. Sim, Ms. Bellantoni and Ms. Pitts; preparing for depositions of Defendant's witnesses; and preparing for and attending mediation.

8. All SG attorneys and staff who worked on this matter billed a total of 1,045.2 hours for a total lodestar of \$750,175.

9. I believe that SG's rates are fully commensurate with the hourly rates of other nationally prominent firms performing similar work for both plaintiffs and defendants.

10. SG periodically establishes hourly rates for the firm's billing personnel. SG establishes the rates based on prevailing market rates for attorneys and SG firms in this legal market or similar markets that have attorneys and staff of comparable skill, experience, and qualifications. SG obtains information concerning market rates from other attorneys in the area that have similar experience doing similar work, from information that occasionally appears in

the local press and national bar publications, and in orders regarding attorneys' fees in similar cases.

11. Courts have also rewarded SG attorneys' fees at rates that are comparable to the rates applicable to this matter. *See, e.g., Fischer, et al. v. Byte Federal Inc.*, No. CACE-25002678, (Fla. 17th Cir. Ct. September 7, 2025); *Volino, et al. v. Progressive Casualty Ins. Co., et al.*, No. 1:22-cv-01714-LGS, (S.D.N.Y. Mar. 7, 2025), ECF No. 400; *Brown, et al. v. Progressive Mountain Ins. Co.*, 3:21-cv-00175-TCB, (N.D. Ga. May 15, 2025), ECF No. 251. The rates charged by SG are well within the range of rates charged by comparably qualifying attorneys for comparably complex work.

12. SG incurred the out-of-pocket expenses in this matter stated in the chart below. I certify to the Court that the following expenses are correct, and have been necessarily incurred in this case:

Description	Amount
Filing Fees	\$1,403.30
Travel Costs (Transporation)	40.00
Total	\$1,443.30

13. The foregoing expenses were incurred solely in connection with this litigation. These expenses are reflected in the books and records of my firm, which are kept in the ordinary course and prepared from expense vouchers, check records, and other documents.

I declare under penalty of perjury under the law of Texas and of the United States that the foregoing is true and correct. Executed this 6th day of March 2026 in Houston, Texas.

Angelica Gentile

Exhibit 6

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SCOTT EDELSBERG

I, Scott Edelsberg, declare as follows:

1. I am a partner of Edelsberg Law, P.A. (“EL”), class action firm that litigates cases in a broad range of industries, including banking, insurance, data privacy, deceptive and unfair trade practices, and product liability.
2. EL has served as class counsel and in leadership positions in a wide range of consumer protection class actions vindicating the rights of millions of consumers, employees, and taxpayers in protracted, complex litigation, to successful results.
3. I am a member in good standing of the Florida and California State Bars, and started as counsel of record for *Jay Sim v. Capital One Financial Corp.*, *Alessandra Bellantoni v. Capital One Financial Corp.*, and *Shantell Pitts v. Capital One Financial Corp.*, which were consolidated with the other related cases into this MDL. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I have personal knowledge of the facts set forth in this declaration and could and will testify competently to them if called upon to do so.
4. EL is one of the counsel of record that has been representing Mr. Sim, Ms. Bellantoni, Ms. Pitts, and the Class was on a wholly contingent basis. The firm devoted substantial resources to this matter, and we have received no payment for any of the 1,155.9

hours of services performed or the thousands of dollars in out of pocket costs and expenses that my firm committed to the litigation of this case. All attorneys and legal staff at EL are instructed to maintain contemporaneous time records reflecting the time spent on this and other matters.

5. EL made every effort to litigate this matter efficiently by coordinating the work of EL's attorneys and paralegals, and the other EL firms involved, minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the time keepers' experience levels and talents.

6. A summary of the rates and hours expended by EL's professionals was submitted to the Special Master in connection with the Ninth Report. The rates and hours provided to the Special Master and as detailed in the report are and remain accurate and current.

7. We invested substantial time and resources into this matter. This includes, among other things: conducting a thorough pre-suit investigation by reviewing numerous intake documents and analyzing state law relevant to the asserted claims; reviewing and revising numerous case documents, including the initial complaints, the consolidated complaint, the motion to dismiss, the motion for class certification and reply in support of class certification, and various Daubert motions; reviewing and responding to Defendants' discovery requests for various plaintiffs; reviewing and analyzing Defendants' responses to plaintiffs' discovery requests; analyzing documents and data produced by Defendants; preparing for and/or defending depositions of Mr. Sim, Ms. Bellantoni and Ms. Pitts; preparing for depositions of Defendants' witnesses; and reviewing and editing the settlement agreement and related papers.

8. All EL attorneys and staff who worked on this matter billed a total of 1,155.9 hours for a total lodestar of \$856,552.

9. I believe that my firm's rates are fully commensurate with the hourly rates of other nationally prominent firms performing similar work for both plaintiffs and defendants.

10. EL periodically establishes hourly rates for the firm's billing personnel. EL establishes the rates based on prevailing market rates for attorneys and EL firms in this legal

market or similar markets that have attorneys and staff of comparable skill, experience, and qualifications. EL obtains information concerning market rates from other attorneys in the area that have similar experience doing similar work, from information that occasionally appears in the local press and national bar publications, and in orders regarding attorneys' fees in similar cases.

11. Courts have also rewarded EL attorneys' fees at rates that are comparable to the rates applicable to this matter. *See, e.g., Volino, et al. v. Progressive Casualty Ins. Co., et al.*, No. 1:22-cv-01714-LGS, (S.D.N.Y. Mar. 7, 2025), ECF No. 400; *Brown, et al. v. Progressive Mountain Ins. Co.*, 3:21-cv-00175-TCB, (N.D. Ga. May 15, 2025), ECF No. 251. The rates charged by EL are well within the range of rates charged by comparably qualifying attorneys for comparably complex work.

12. EL incurred the out-of-pocket expenses in this matter stated in the chart below. I certify to the Court that the following expenses are correct, and have been necessarily incurred in this case:

Description	Amount
Filing Fees	\$1,337.25
Travel (Airfare, Ground Transport, Hotel, etc.)	\$1,829.23
Total	\$3,166.48

13. The foregoing expenses were incurred solely in connection with this litigation. These expenses are reflected in the books and records of my firm, which are kept in the ordinary course and prepared from expense vouchers, check records, and other documents.

I declare under penalty of perjury under the law of Florida and of the United States that the foregoing is true and correct. Executed this 6th day of March 2026 in Aventura, Florida.

Scott Edelsberg

SCOTT EDELSBERG

Exhibit 7

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE RONALD HOPKINS

1. I, Ronald Hopkins, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees and Expenses, and Plaintiffs' Service Awards ("Motion").

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I have been a Certified Public Accountant for 45 years. Before I retired, I worked in the banking industry, handling regulatory matters for small banks in Texas. Specifically, part of my job was ensuring that the banks treated our customers fairly.

4. In 2002, I opened an ING Direct savings account with my wife because it offered high yield savings. When my ING Direct savings account was converted to a Capital One 360 Savings account, it still offered a competitive interest rate. At that time, I had approximately \$20,000 in the account and was satisfied that I was earning a good interest rate. In fact, I encouraged my daughter to open an account with Capital One because I wanted her to benefit from the high interest rate, too. In the fall of 2022, I noticed that there was a significant difference in the interest rate paid on the new 360 Performance Savings account and the legacy 360 Savings account. I never received any information from Capital One that the new product 360 Performance

Savings offered a better interest rate. This made me angry because I felt like Capital One withheld important information that should have been disclosed to its accountholders. Shortly after discovering the difference between the interest rates, I joined this lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One deceived 360 Savings customers by discontinuing the high interest rate on the 360 Savings account, launching a new high interest rate savings account called 360 Performance Savings, and not informing the 360 Savings customers about it. Based on my experience working in banks, I believe that Capital One treated me and the other members of the class unfairly.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts..

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with

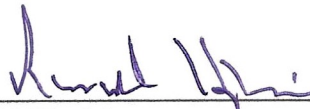
Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 23, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 90 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4th day of March 2026, at Burleson, Texas.



Ronald Hopkins

Exhibit 8

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE AMBER TERRELL

1. I, Amber Terrell, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Pace, Florida, with my husband and kids. Since 2014, I have worked as a Military & Family Life Counselor for Magellan Health, where I provide therapy and nonmedical counseling to kids from military families. Since 2022, I have also worked as a contract Clinician at Vita Health, where I provide telehealth therapy services.

4. In anticipation of starting a family with my husband, I took a greater interest in our finances and researched different high-yield savings accounts at online banks. In and around 2008, I decided to open accounts with ING Direct because they offered a high interest rate and allowed you to hold multiple earmarked accounts. When my ING accounts were converted to Capital One 360 Savings accounts, I kept the 360 Savings account because I was informed that nothing would change, which gave me the impression that the new account would maintain a high yield interest rate. Based on these representations, I felt secure keeping our money in the 360 Savings accounts

to accumulate our emergency fund and for our other mid-to-longer term savings goals. On November 5, 2023, I discovered that my 360 Savings accounts were not being paid the higher savings rate advertised on Capital One's website. I had assumed that I had the newer 360 Performance Savings account because it was the only online savings account listed on their website. After speaking with a Capital One representative, I learned that I had an older savings account that paid a lower rate of interest. At the time, I had approximately \$25,000 saved in 360 Savings accounts, which made me pretty angry with Capital One. Shortly after this call, I reached out to Wolf Popper LLP and joined the lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One tried to pull the rug out from under me by removing the 360 Savings account from their website, launching the similarly named 360 Performance Savings account that offered a higher interest rate, and not informing me of the difference between the two accounts.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures,

discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 28, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 30 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this __ 1st __ day of __ March __ 2026, at Pace, Florida.



Amber Terrell

Exhibit 9

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE AYAL BRENNER

1. I, Ayal Brenner, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Tel Aviv, Israel with my wife and daughter, but also spend some time each year living in New York, NY. Since 2018, I have been a self-employed management and information technology consultant for large firms in Europe and the United States.

4. In 2005, I opened an ING Direct savings account to earn a high interest rate compared to that of other savings accounts. When my ING account was converted to a Capital One 360 Savings account, I expected that the new account would still receive a relatively high interest rate based on Capital One’s representations that everything would stay the same, which would help me meet my various savings goals. I was eager to take advantage of the interest rate Capital One paid its accountholders, so I deposited considerable sums into my 360 Savings account. Around January 2024, after reading the Wall Street Journal article titled, “They Thought Their Money Was in High-Interest Accounts—They Got Paid Peanuts,” I discovered that the 360

Performance Savings and the 360 Savings account were not the same account, and that the advertised high interest rate only applied to the 360 Performance Savings account. I was shocked and felt that Capital One had stolen from me. I was particularly upset with Capital One because I continued depositing money into my 360 Savings account even after the 360 Performance Savings account became available because I trusted that Capital One was paying me a competitive interest rate. By September 2023, I had more than \$100,000 saved in my 360 Savings account.


5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted dishonestly by freezing the interest rate on the 360 Savings account while paying a high interest rate on the newer 360 Performance Savings account without informing 360 Savings accountholders or making it easy for them to switch accounts. That is why I joined this lawsuit.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on March 25, 2025, I appeared remotely for my in-person deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 60 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 6th day of March 2026, at Rome, Italy.



Ayal Brenner

Exhibit 10

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
ANGELA UHERBELAU

1. I, Angela Uherbelau, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees and Expenses, and Plaintiffs' Service Awards ("Motion").

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. In the early to mid-2000s, I opened several accounts with ING Direct because they offered a high interest rate and allowed you to create buckets for individual savings goals. When my ING Direct accounts were converted to Capital One 360 Savings accounts, I kept my savings in the new accounts because I had the impression that it was going to be the same experience and that the accounts would remain high-yield accounts. In February 2024, I discovered that the 360 Performance Savings account was different and had a higher interest rate than the 360 Savings account after reading the Wall Street Journal article titled, "They Thought Their Money Was in High-Interest Accounts—They Got Paid Peanuts." I was upset. Shortly after reading the article, I contacted Wolf Popper LLP to join the lawsuit.

4. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted dishonestly by hiding the fact that there were two savings accounts that sounded exactly the same and only offering high interest rates on one of them. By touting the high rates on the similarly sounding 360 Performance Savings account and suppressing the 360 Savings account, Capital One deceived 360 Savings customers into believing they were in a high interest savings account.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for

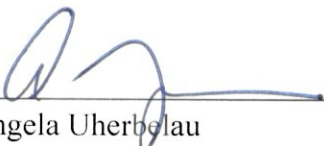
and obtained documents in connection with Class Counsel's Amended *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 31, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 40 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4 day of March 2026, at Portland, Oregon



Angela Uherbelau

Exhibit 11

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE SCOTT C. SAVETT

1. I, Scott C. Savett, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live with my wife in South Whitehall Township, Pennsylvania. Since 2000, I have been an Analyst at Thermo Fisher Scientific, where I implement laboratory information management systems.

4. On September 7, 2001, I opened an ING Direct savings account because of the high interest rate that was offered. Upon learning that my ING Direct savings account would be converted into a 360 Savings account, I did not close the ING Direct account because I was told that it would only be a name change and that I would have the same great experience as with ING Direct, including the same touted high interest rate. Based on these representations, I was content with keeping my 360 Savings account open as a rainy-day fund. Around April 2023, my brother informed me that Capital One offered another savings account called the 360 Performance Savings account that paid much higher interest than my 360 Savings account. I felt defrauded because my

360 Savings account was supposed to be a high-interest account, and I trusted my bank to do the right thing. At the time, I had approximately \$8,000 in my 360 Savings account.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One concealed the 360 Performance Savings account by naming it substantially similar to the 360 Savings account and by not proactively informing 360 Savings accountholders that it was not the same account. This is why I brought my lawsuit against Capital One.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts..

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Savett* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for

my deposition with Class Counsel. Then, on February 7, 2025, I appeared remotely for my deposition. I devoted the entire afternoon to my deposition appearance. Although I did not keep daily records of the time I spent on this Action, I believe I spent more than thirty hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect, and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 1st day of March 2026, at South Whitehall Township, Pennsylvania.



Scott C. Savett

Exhibit 12

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE SAILESH
PANCHANG**

1. I, Sailesh Panchang, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live with my wife, Neelima, in Centreville, VA. Neelima is also a Class Representative in this case. Since 2002, I have worked at Deque Systems, Inc., a company that advises businesses on sustainable digital accessibility. Since 2014, I have been the Principal Accessibility Consultant.

4. In 2002, I opened an ING Direct savings account specifically because it offered a high rate of interest; that was the most important consideration for me. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on Capital One’s advertising at the time. In fact, I remember reading an email or a letter from Capital One that stated I would still enjoy “the same great benefits” that I had with ING. So, I expected that if Capital One made any changes to my account, they would notify me. This was important to my wife and me because we did not have other savings accounts with other

banks; we planned to use only our 360 Savings account to earn interest. In or about January 2024, I called Capital One to ask why the rate of interest paid on my savings account was so low by comparison to other banks. The Capital One representative with whom I spoke informed me that Capital One offered a different account called the 360 Performance Savings account, which was the first time I had heard of that type of account. I later learned that the 360 Savings account and the 360 Performance Savings account were nearly identical, except that the newer account offered a higher interest rate. I joined the lawsuit shortly after.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate, which caused me to lose money. My wife and I were upset because we had saved a significant sum of money in our 360 Savings account and had expected to benefit from the high interest rate.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures,


discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Hopkins* Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Class Counsel. Then, on March 12, 2025, I traveled to the offices of McGuireWoods, LLP in Tysons Corner, Virginia, for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than eighty-five (85) hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Centreville, VA.



Sailesh Panchang

Exhibit 13

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE NEELIMA
PANCHANG**

1. I, Neelima Panchang, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Centreville, VA, with my husband, Sailesh, who is also a plaintiff in this case. Throughout my career, I have worked in finance. Until February 26, 2026, I was the Assistant VP for Finance at Infotrend, Inc., a consulting firm that serves federal agencies.

4. In 2003, my husband and I opened an ING Direct savings account specifically because it offered a high rate of interest. Earning a competitive rate of interest was the most important consideration when choosing a savings account. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the interest rate to stay the same based on correspondence we received from Capital One, which said we would still enjoy the same great benefits we had with ING. This was reassuring to us because we did not have other savings accounts with other banks; we planned to use only our 360 Savings account to earn interest. In January 2024, my husband informed me that Capital One offered another online savings account

called “360 Performance Savings,” which was a nearly identical type of account except that it offered a substantially higher interest rate. I felt like Capital One had withheld important information from me, which made me very upset because we had a significant amount of our savings in our 360 Savings account at the time. I joined this lawsuit soon after.

5. I believe that Capital One’s conduct was deceptive and unfair. As I stated in my deposition, Capital One misled 360 Savings accountholders by not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate because I trusted that they would treat me fairly.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One’s deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel’s *Hopkins* Amended Complaint investigation and to produce to Capital One as part

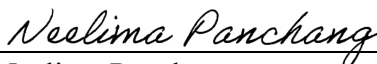
of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Class Counsel. Then, on March 12, 2025, I traveled to the offices of McGuireWoods, LLP in Tysons Corner, Virginia, for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than sixty-four (64) hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Centreville VA, 20121



Neelima Panchang

Exhibit 14

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
GWENDOLYN WRIGHT**

1. I, Gwendolyn Wright, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. On February 24, 2006, I opened an ING Direct savings account because it offered a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. Around December 2023, I learned from a YouTube video that Capital One had two similarly named products, the 360 Savings and the 360 Performance Savings. I learned that Capital One’s older savings product, the 360 Savings account, was earning substantially less interest than the newer product, which made me really upset. I joined the lawsuit shortly after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings account holders by not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 30, 2025, I traveled to King & Spalding LLP's New York office for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 75 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2 day of March 2026, at Elmont, New York.

GWENDOLYN WRIGHT

Gwendolyn Wright

Exhibit 15

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
ELIZABETH ZAWACKI

1. I, Elizabeth Zawacki, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. On October 13, 2003, I opened an ING Direct savings account for the purpose of earning a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the account to remain a competitive, high interest rate account. Around late 2023, I learned from a financial blog that there were two “360” accounts and that the 360 Performance Savings account was paying a significantly higher interest rate than the 360 Savings account. I was very upset and angry with Capital One because me and my husband had lost a lot of interest. Shortly thereafter, I joined the lawsuit.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One’s deceptive and unfair conduct. I believe this Settlement

accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 29, 2025, I traveled to King & Spalding LLP's New York office for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 15 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Glen Ridge, New Jersey.

Elizabeth Zawacki

Elizabeth Zawacki

Exhibit 16

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE SHERYL BARNES

1. I, Sheryl Barnes, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I opened my savings account with ING Direct during or prior to 2010 because it offered a high interest rate. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. I first learned in April 2023 that Capital One offered an online savings account called the “360 Performance Savings” account, which was identical to my “360 Savings” account, except that it offered a higher rate of interest. I was upset by this because I felt that Capital One should have notified me that the 360 Performance Savings account was available to me. I joined this lawsuit soon after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by

not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Savett* First Amended Class Action Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Class Counsel. Then, on March 28, 2025, I appeared for my in-person deposition in Boston, MA. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 50 hours on it in total, including travel to and from the deposition.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2 day of March 2026, at Sommerville, Massachusetts.

Sheryl Barnes
Sheryl Barnes

Exhibit 17

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE ALESSANDRA
BELLANTONI**

1. I, Alessandra Bellantoni, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I had a savings account opened on my behalf with ING Direct in 2001 because my family was looking for an account that offered a high interest rate. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. I first learned in late 2023 that there was an investigation into Capital One’s 360 Savings account, which is when I first learned about the different savings accounts and higher interest rates. I was upset by this because I felt that Capital One should have notified me that the 360 Performance Savings account was available to me. I joined this lawsuit soon after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by

not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Class Action Complaint investigation and in response to Capital One's discovery requests in the case. In addition, I spent several hours on multiple days preparing for my deposition with Counsel. Then, on March 14, 2025, I traveled to Manhattan to appear for my deposition in person. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 36 hours on it in total.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4 day of March 2026, at Brooklyn, New York.


alessandra bellantoni (Mar 4, 2026 11:51:46 EST)
Alessandra Bellantoni

Exhibit 18

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
ANTHONY GUEST**

1. I, Anthony Guest, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees and Expenses, and Plaintiffs' Service Awards ("Motion").

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Rochester Hills, Michigan with my wife and three kids. Since 2011, I have been an Associate Professor of Theater at Oakland University in Rochester, Michigan. From time to time, I have also worked as a professional actor at various theaters.

4. After taking a financial literacy course with my wife around 2008, we decided to create a budget and shop for a savings account. Around 2008 to 2012, I opened several ING Direct savings accounts because of the competitive interest rate offered and the feature that allowed you to create categories and save certain amounts each month into those categories. When my accounts were converted to Capital One 360 Savings accounts, I kept my money there because Capital One allowed me to maintain the separate accounts with different names and because I expected the interest rates offered to be similar, which they were for a while. Around May or June 2024, I learned that the 360 Performance Savings account offered a much higher rate of interest than the

interest offered on my 360 Savings account. I was frustrated that Capital One had not informed me of the higher rate and felt that they were not acting in my best interests, especially because I had held more than \$10,000 in the 360 Savings account. Shortly thereafter, I joined the lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted deceptively by lowering the rates offered on its 360 Savings account, launching a similarly named 360 Performance Savings that offered a higher rate of interest, and failing to inform 360 Savings accountholders of the better product or automatically convert their accounts to 360 Performance Savings accounts.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as

part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on March 21, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this case, I believe I spent more than 75 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4th day of March 2026, at Rochester Hills, Michigan.



Anthony Guest

Exhibit 19

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE SAMUEL HANS

1. I, Samuel Hans, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. In 2008, I opened an ING Direct savings account because it offered a high interest rate relative to the other features and benefits it offered. When my ING Direct savings account was converted to a Capital One 360 Savings account, I continued to use the new account because it still offered a high interest rate compared to other banking institutions. In the spring of 2023, I discovered that I was not earning Capital One’s advertised interest rate for its online savings product. After speaking with a Capital One representative, I learned that there were two similarly named accounts that were paying different interest rates and that the one I had was not paying a high interest rate. Shortly thereafter, I joined the lawsuit.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One deceived 360 Savings account holders by advertising a high rate on their website for a savings product that sounded similar to their 360

Savings product. Capital One did not inform these accountholders of the difference or proactively move them into the newer product.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Savett* Second Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on March 7, 2025, I traveled to Bloomington, Illinois for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 50 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 3rd day of March 2026, at Mahomet, Illinois.



Samuel Hans

Exhibit 20

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE MICHAEL KRAUSE

1. I, Michael Krause, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I opened ING Direct savings accounts because of the competitive rate offered and because of the ability to have multiple sub-accounts. When my ING Direct savings accounts were converted to Capital One 360 Savings accounts, I expected the features and the high interest rate to remain the same. In March 2024, I learned that I was not receiving a high rate of interest on my 360 Savings account. I was upset with Capital for not telling me that the 360 Savings no longer offered a high rate of interest and that there was a new online savings account available with a better rate. Shortly thereafter, I joined the lawsuit.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted dishonestly by paying me a low interest rate, offering a new high interest savings account with a slight name change, and not informing me of the new product.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

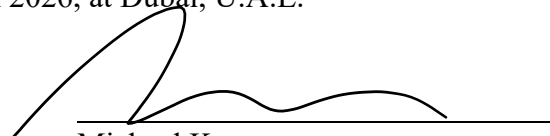
6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on March 26, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 45 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 3rd day of March 2026, at Dubai, U.A.E.



Michael Krause

Exhibit 21

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
STEPHEN LENHOFF

1. I, Stephen Lenhoff, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Newark, Delaware with my wife. Since 2021, I have been employed by JP Morgan Chase & Co, where I currently work as a Product Manager in the Consumer Banking division.

4. In April 2006, I opened a joint ING Direct savings account with my mother to receive a higher interest rate yield than I had been earning at the time. When my ING Direct savings account was converted to a Capital One 360 Savings account, I expected that there would be no change in the service or the high interest rate offered. In or around April 2024, I discovered that Capital One had two different online savings accounts and that the 360 Performance Savings account offered a better interest rate than the 360 Savings account. On the call, I requested that my 360 Savings account be converted into a 360 Performance Savings account, which occurred

within a day. Prior to the conversion, I held approximately \$25,000 in my 360 Savings account. Shortly thereafter, I joined the lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One concealed the 360 Performance Savings account by not proactively notifying 360 Savings customers about the 360 Performance Savings account or automatically converting them into the new account.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 23, 2025, I traveled to the office

of Morris James LLP in Wilmington, Delaware for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 14 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 3rd day of March 2026, at Newark, Delaware.



Stephen Lenhoff

Exhibit 22

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE JERRY MAGAÑA

1. I, Jerry Magaña, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Upland, California with my wife and children. I work as a Lead Remote Pilot and Technician at CWP Project with Cal State Parks.

4. In 2004, I opened an ING Direct savings account because it offered a higher rate of interest than I was earning at the time. When my ING Direct savings account was converted to a Capital One 360 Savings account, I kept the account open because of a letter or an email I received from Capital One that said that nothing was going to change with my account and that the features of it that I liked wouldn’t change. Around January 2024, after reading the *Wall Street Journal* article titled, “They Thought Their Money Was in High-Interest Accounts—They Got Paid Peanuts,” I discovered that the 360 Performance Savings and the 360 Savings account were two different accounts and that my money was in the account that paid a low rate of interest. Shortly thereafter, I joined the lawsuit against Capital One.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One should have been more transparent and forthcoming with me by letting me know that I could earn more interest with another one of their accounts that was nearly identical to my own.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on February 5, 2025, I traveled to Los Angeles, California for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not

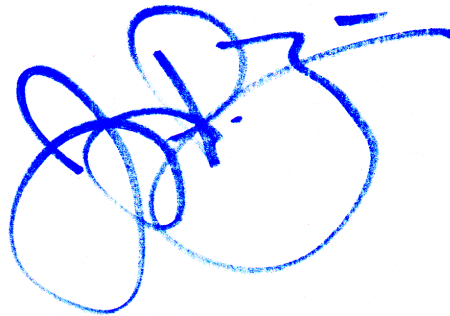
keep daily records of the amount of time I spent on this Action, I believe I spent more than 40 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 3rd day of March 2026, at Upland, California.



Jerry Magaña

Exhibit 23

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
WILLIAM SETH MARTINDALE

1. I, William Seth Martindale, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Aliso Viejo, CA, with my wife and children. For the past ten years, I have worked at CBRE, Inc., a commercial real estate services firm.

4. I opened ING Direct savings accounts because they were high-yield savings accounts, and I wanted to receive a better return on my money. When my ING Direct savings accounts were converted to Capital One 360 Savings accounts, I decided to keep the account open because Capital One led me to believe that the features of the account that I liked, the high interest rate in particular, would remain the same.

5. While reviewing account statements in late 2022 or early 2023, I discovered that I was not earning high interest on the savings I had in my 360 Savings account. On February 16, 2023, I spoke with a Capital One representative who informed me of that Capital One offered another online savings account called the “360 Performance Savings” account, which I learned

had the same features as my account but paid a higher rate of interest. When I heard that, I felt like I had been taken advantage of by Capital One because I trusted that they would notify me if another one of their accounts would help me earn more interest on my savings. I joined the lawsuit shortly after.

6. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted dishonestly by creating a new online savings account that sounded similar to its existing legacy online savings account and paying a high rate of interest on the new account while keeping the interest rate on the legacy account low. They did not notify the legacy accountholders of the new account and I suspect Capital One hoped those accountholders wouldn't notice the difference.

7. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

8. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email

exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on February 3, 2025, I traveled to an office in Los Angeles, California for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent approximately 35 hours working on it.

9. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

10. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Aliso Viejo, California



William Seth Martindale

Exhibit 24

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE JENNIE MERESAK

1. I, Jennie Meresak, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Saint Louis, Missouri with my husband and three kids. Since 2023, I’ve worked part-time as a Paralegal at Meresak Law, LLC, where I hold various responsibilities related to managing the operations of the firm.

4. When I started to make money from my first job out of college, I wanted to move my money out of my savings account at the time, which wasn’t earning much interest. On July 22, 2005, I opened an ING Direct savings account because of their advertised high interest rate. At the time, the ING Direct savings account offered everything that I was looking for – it would earn me more money and would allow me to build an emergency fund. When my ING Direct savings account was converted to a Capital One 360 Savings account, I kept the account because I believed that everything would be the same, including that it would remain a high interest savings account, based on communications from Capital One. For a short period after the conversion, I checked the

rate offered several times to ensure that everything was similar. In March 2024, I discovered that I was receiving a low rate of interest on my 360 Savings account. I called Capital One who informed me of the 360 Performance Savings account, which offered a higher rate of interest. I felt cheated and deceived by Capital One, especially because I held around \$50,000 in my 360 Savings account at the time. Shortly thereafter, I joined the lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted deceptively by not automatically converting 360 Savings accounts into 360 Performance Savings accounts and by not informing 360 Savings accountholders that the 360 Performance Savings product would be far superior in terms of interest rates.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email

exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on March 11, 2025, I appeared remotely for my deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 40 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Saint Louis, MO.

/s/ Jennie Meresak
Jennie Meresak

Exhibit 25

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE
GREGORY MISHKIN**

1. I, Gregory Mishkin, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in Cumming, Georgia with my wife. Since 2012, I’ve worked at Escalent, a market research and data analytics firm. I am currently a Senior Vice President with the company and am responsible for managing client relationships.

4. In and around 2000 to 2004, I learned about ING Direct from a fellow board member who expressed confidence and trust in the institution from his own experience working with various banks. After this conversation, I opened ING Direct savings accounts because I needed a place to save my money and the account offered a high rate of interest. When my ING Direct savings accounts were converted to Capital One 360 Savings accounts, I kept the accounts because I believed that I would still receive a high interest rate based on communications from Capital One that everything would be the same. In November 2023, I learned from an American Banker article that 360 Savings and 360 Performance Savings were two different products and that

only the 360 Performance Savings paid a high interest rate. I was shocked because I had deposited large sums of money into the account over the years. At the time, I had more than \$80,000 in my 360 Savings account. Shortly thereafter, I joined the lawsuit.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted deceptively by lowering the rates offered on its 360 Savings account, launching a similarly named 360 Performance Savings that offered a higher rate of interest, and failing to inform 360 Savings accountholders of the better product or automatically convert their accounts to 360 Performance Savings accounts.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Hopkins* Amended Complaint investigation and to produce to Capital One as part

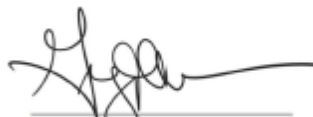
of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 29, 2005, I traveled to King & Spalding LLP's Atlanta, Georgia office for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 50 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. The new Settlement is superior in every respect to the previously proposed settlement and I am pleased to support it, given the risks of proceeding to trial. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 2nd day of March 2026, at Cumming, Georgia.

A handwritten signature in black ink, appearing to read 'G. Mishkin', written over a horizontal line.

Gregory Mishkin

Exhibit 26

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE ANDREW MOLLOY

1. I, Andrew Molloy, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. In July 2001, I opened an ING Direct savings account because of the advertised high interest rate. When my ING Direct savings account was converted to a Capital One 360 Savings account, I expected that I would still receive a high interest, competitive rate that was based on market conditions because of communications from Capital One that nothing would change. In or around October 2022, I noticed that my Capital One 360 Savings account was not earning the high interest rate advertised for the online savings account on Capital One’s website. It was then that I discovered that Capital One had two different online savings accounts and that the 360 Performance Savings had a higher interest rate than the 360 Savings. Shortly thereafter, I joined the lawsuit.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One acted deceptively by not informing its

360 Savings customers about the new 360 Performance Savings account or automatically converting 360 Savings accounts to 360 Performance Savings accounts and for paying a lower rate of interest on 360 Savings accounts.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's initial *Hopkins* complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours preparing on two separate occasions for my deposition with Class Counsel. Then, on January 22, 2025, I traveled to an office in Columbia, Maryland for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance.

While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 50 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 1st day of March 2026, at Hanover, MD.

/s/ Andrew Molloy
Andrew Molloy

Exhibit 27

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE JAY NAGDIMON

1. I, Jay Nagdimon, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I opened an account with ING in the late-1990s or early-2000s because it had a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. In December 2022, I called to ask for assistance with closing one of my Capital One accounts. During the course of that conversation, I was told that Capital One offered a different savings account that paid a higher interest rate but was otherwise identical to my 360 Savings account called “360 Performance Savings.” That was the first time I learned that Capital One had two different savings accounts. This made me very upset, so I joined this lawsuit shortly after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated at my deposition, Capital One should have advised me of the new 360

Performance Savings account sooner because I missed out on many months of better interest rates on my accounts.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

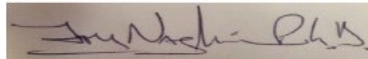
6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Hopkins* Class Action Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Class Counsel. Then, on February 6, 2025, I traveled to King & Spalding LLP's Los Angeles offices for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 25 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 1st day of March 2026, at Culver City, California.



Jay Nagdimon

Exhibit 28

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE JAY SIM

1. I, Jay Sim, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. In or around 2005, I opened an ING Direct savings account because it offered a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. In or around January-February 2024, I first learned that Capital One had two similarly named savings account products, the 360 Savings account and the 360 Performance Saving account. I learned that Capital One’s older savings account product, the 360 Savings account, was earned substantially less interest than the newer product, which made me very upset. I joined the lawsuit shortly after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe that Capital One misled 360 Savings account holders

by not letting them know that there was an almost identical account being offered with the exact same features and a higher interest rate.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.


6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as part of the discovery responses and requests in the case. In addition, I spent several hours on multiple days preparing for my deposition with my Counsel. Then, on February 24, 2025, I traveled to King & Spalding LLP's Los Angeles office for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 42 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 5 day of March 2026, at Los Angeles, CA.


Jay Sim (Mar 4, 2026 09:33:35 PST)

Jay Sim

Exhibit 29

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

**DECLARATION OF SETTLEMENT CLASS
REPRESENTATIVE PATRICK PERGER JR.**

1. I, Patrick Perger Jr., am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in San Rafael, CA. I am a Senior Engineering Manager at Atlassian, a software development firm.

4. I originally opened a savings account with ING Direct in or about 2008. I opened an ING Direct savings account because it offered a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. In or about May 2023, I called Capital One to ask why I was not receiving the interest rate on my savings account that was advertised on the internet. The Capital One representative with whom I spoke advised me that my account earned a lower rate of interest than a different account offered by Capital One, the “360 Performance Savings” account. This made me upset because I felt like I had been deceived. I joined this lawsuit shortly thereafter.

5. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate. This was upsetting to me because I had saved a significant sum of money in my account and I trusted Capital One to treat me fairly.

6. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

7. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Hopkins* Class Action complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Class Counsel. Then, on March 26, 2025, I appeared remotely for my

deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent more than 14 hours on it.

8. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

9. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4th day of March 2026, at San Rafael, CA.

/s/ Patrick Perger Jr.

Patrick Perger Jr.

Exhibit 30

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE SHANTELL PITTS

1. I, Shantell Pitts, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I first opened my Capital One account in or around June 2017. I opened that account because it offered a high rate of interest. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. In or around January-February 2024, I saw online there was an investigation into Capital One’s 360 Savings account, which is when I first learned about the two different savings accounts and higher interest rates. I felt Capital One had deceived me, so I joined this lawsuit.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Amended Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition with Counsel. Then, on February 6, 2025, and March 26, 2025, I appeared remotely for my deposition. I devoted two entire days to my deposition and missed work on both of those days. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent at least 34 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 4 day of March 2026, at Dayton, Ohio.



Shantell Pitts

Exhibit 31

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE HOWARD PORT

1. I, Howard Port, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I opened my savings account with ING Direct in or before 2010 because I was looking for an account that offered a higher interest rate than what I had at the time. When my ING account was converted to a Capital One 360 Savings account, I expected the competitiveness of the rate to stay the same based on communications made at the time by Capital One. I learned in November or December of 2022 that Capital One offered another savings account called “360 Performance Savings,” which was nearly identical to my “360 Savings” account except that it offered a higher interest rate. I was upset by this because I felt that Capital One should have notified me that the 360 Performance Savings account was available to me. I joined this lawsuit soon after.

4. I believe that Capital One’s conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe Capital One misled 360 Savings accountholders by

not letting them know that there was an almost identical account being offered with the exact same features absent the interest rate.

5. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

6. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Counsel. I also searched for and obtained documents in connection with Class Counsel's Consolidated Class Action Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for my deposition, including time spent preparing with my Counsel. Then, on January 28, 2025, I traveled to the offices of King & Spalding LLP in New York for my in-person deposition. Between travel to and from the deposition location, and time spent being deposed, I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent at least 80 hours on it.

7. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

8. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining up to a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 5th day of March 2026, at Branchburg, New Jersey.

Howard Port

Howard Port

2026.03.06 Cap One (E.D. Va.) - Declaration of Settlement Class Representative Howard Port Draft

Final Audit Report

2026-03-06

Created:	2026-03-06
By:	Carlos Armijo (carmijo@ahdootwolfson.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1xnR2glgkXJxsG6GjvtZAC79pJP7pzEY

"2026.03.06 Cap One (E.D. Va.) - Declaration of Settlement Class Representative Howard Port Draft" History






-  Document created by Carlos Armijo (carmijo@ahdootwolfson.com)
2026-03-06 - 5:40:53 PM GMT
-  Document emailed to Howard Port (hgport52@gmail.com) for signature
2026-03-06 - 5:41:17 PM GMT
-  Email viewed by Howard Port (hgport52@gmail.com)
2026-03-06 - 8:45:18 PM GMT
-  Document e-signed by Howard Port (hgport52@gmail.com)
Signature Date: 2026-03-06 - 8:47:39 PM GMT - Time Source: server
-  Agreement completed.
2026-03-06 - 8:47:39 PM GMT

Exhibit 32

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: CAPITAL ONE 360 SAVINGS
ACCOUNT INTEREST RATE LITIGATION

Case No. 1:24-md-03111-DJN-WBP

DECLARATION OF SETTLEMENT CLASS REPRESENTATIVE JANE ROSSETTI

1. I, Jane Rossetti, am a court-appointed Settlement Class Representative in the above-captioned litigation. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees and Expenses, and Plaintiffs’ Service Awards (“Motion”).

2. I make this Declaration upon personal knowledge, and in support of the Motion.

3. I live in High Point, NC, with my husband. Prior to retiring in 2019, I worked as a registered nurse, first in Pennsylvania and then here in North Carolina.

4. I opened my savings account with ING in 2004 because I was looking for an online savings account that offered a high interest rate. I considered the interest rate to be the most important factor when I was searching for a savings account. I recall receiving a letter from Capital One informing me that it had acquired ING and that my account would be converted to a Capital One 360 Savings account. I decided to keep the account open because the letter stated that features I liked about the account, including the interest rate, would remain the same.

5. I learned in January 2024 after reading an article in the *Wall Street Journal* that Capital One offered another savings account called “360 Performance Savings,” which was nearly identical to my “360 Savings” account, except that it offered a higher interest rate. I was upset by

this because I felt that Capital One should have notified me that the 360 Performance Savings account was available to me. I was upset because I kept a sum of money in my 360 Savings account that was significant for my husband and me. So, I joined this lawsuit soon after.

6. I believe that Capital One's conduct, as alleged in this case, was deceptive and unfair. As I stated in my deposition, I believe that it was wrong and unfair for Capital One to not inform 360 Savings accountholders like myself that it offered another savings account that was identical to mine, except that it paid a substantially higher interest rate.

7. My goal in this litigation was to seek compensation for 360 Savings accountholders like myself to redress Capital One's deceptive and unfair conduct. I believe this Settlement accomplishes this goal by providing \$425 million in cash to the Class, and also by causing Capital One to maintain the same interest rate between 360 Savings and 360 Performance Savings going forward, which I understand based on the Eighth Report of the Special Master will result in the payment of between \$722.6 million and \$877.5 million in additional interest over two years to those Settlement Class Members who continue to maintain their 360 Savings accounts.

8. I have devoted a significant amount of time to this lawsuit. This time included time spent communicating with Class Counsel in connection with the investigation of the case, as well as communicating with them regarding the complaints, motions, briefs, Initial Disclosures, discovery requests to Capital One and responses to discovery requests served on me by Capital One, and other documents submitted to the Court and/or served on counsel for Capital One. These communications took place via telephone calls, Zoom conference calls, and numerous email exchanges with Class Counsel. I also searched for and obtained documents in connection with Class Counsel's *Hopkins* Class Action Complaint investigation and to produce to Capital One as part of the discovery in the case. In addition, I spent several hours on multiple days preparing for

my deposition with Class Counsel. Then, on March 19, 2025, I appeared for my remote deposition. I devoted the entire day to my deposition appearance. While I did not keep daily records of the amount of time I spent on this Action, I believe I spent approximately 35 hours on it.

9. I also reviewed the Settlement Agreement and the papers in support of preliminary approval of the Settlement. In short, I provided input throughout the litigation and stayed up-to-date on the case.

10. I supported the previously proposed settlement in this matter based on my belief that, given the risks of the case, it was a fair and appropriate settlement. This new Settlement is superior in every respect and I am pleased to support it as well. The possibility of obtaining a \$10,000 service award did not affect my decision to support the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 3rd day of March 2026, at High Point, North Carolina.

/s/ Jane Rossetti
Jane Rossetti