

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LYNN STRANGE,	:	
	:	
Plaintiff,	:	Civil Action No.: 25-cv-2711-TDC
	:	
v.	:	
	:	
CAPITAL ONE, NATIONAL ASSOCIATION,	:	
	:	
Defendant.	:	
<hr/>	:	

DEFENDANT CAPITAL ONE, N.A.’S MOTION TO DISMISS

Defendant Capital One, N.A. (“Capital One”), by and through undersigned counsel, and pursuant to Federal Rule of Civil Procedure 12(b)(6) and Local Rule 105, hereby moves to dismiss Plaintiff Lynn Strange’s Amended Class Action Complaint and Demand for Jury Trial with prejudice for failure to state a claim upon which relief can be granted. In support of its Motion, Capital One submits the accompanying Memorandum of Points and Authorities in support of Defendant Capital One, N.A.’s Motion to Dismiss, dated January 30, 2026; the Declaration of Capital One, N.A. in Support of Motion to Dismiss, dated January 29, 2026, with exhibits; and the Declaration of Chava Brandriss in Support of Capital One, N.A.’s Motion to Dismiss, dated January 30, 2026, with exhibits. Capital One respectfully requests that the Court enter an Order granting the Motion to Dismiss in its entirety and with prejudice, and for such other and further relief as the Court deems just and proper.

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Dated: January 30, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing is being concurrently served today, January 30, 2026, upon all parties in this matter who have entered their appearance via this Court's ECF system.

/s/ Patrick J. Curran Jr.

Patrick J. Curran Jr.

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Defendant Capital One, N.A. (“Capital One”), by and through counsel and pursuant to Federal Rule of Civil Procedure 12(b)(6) and Local Rule 105, submits the following memorandum of points and authorities in support of its Motion to Dismiss Plaintiff Dr. Lynn Strange’s Amended Class Action Complaint and Demand for Jury Trial, filed at ECF No. 20 (“Amended Complaint”):

I. INTRODUCTION

Dr. Strange applied for and received a credit card from Capital One, accompanied by disclosures and a written agreement that clearly set out the terms that would apply to her credit card account, including a variable interest rate. Dr. Strange then used that card to make purchases, she accepted cash-back rewards, and she continues to carry a balance on that card. She now has the audacity to claim that the contract she benefitted from does not exist, and asks the Court to award her damages, based on a misinterpretation of a narrow Fourth Circuit ruling that invalidated an *arbitration clause* in a credit card agreement—not the entire agreement. That misinterpretation ignores that Capital One, like every national bank credit card issuer, operates under a comprehensive federal statutory and regulatory scheme, including the Truth in Lending Act and Regulation Z, which provide extensive consumer protections embedded within the very contract terms Dr. Strange misguidedly challenges. Dr. Strange’s attempt to upend the United States credit card industry with this wrongheaded theory fails.

The Amended Complaint asserts a single substantive claim—that Capital One charges usurious interest on Dr. Strange’s variable-rate credit card (and on those of a putative class of Maryland cardholders) under Sections 85 and 86 of the National Bank Act. The Amended Complaint makes this claim even though Capital One, as a national bank governed by the National Bank Act, is permitted to charge interest as allowed under the law of Virginia, Capital One’s “home state.” Virginia law, in turn, permits lenders of open-end credit to charge interest as agreed between the creditor and obligor. Capital One’s credit card accounts, including Dr. Strange’s

account, are governed by written agreements, and Dr. Strange accepted the benefits of her credit card, making purchases, accruing rewards, and paying interest at the agreed rate. There can be no claim for usury given these facts.

Yet Dr. Strange presses her usury claim by implausibly insisting there is no agreement governing her relationship with Capital One. Her theory is based on a misapplication of the Fourth Circuit’s recent decision in *Johnson v. Continental Finance Co.*, 131 F.4th 169 (4th Cir. 2025). The written credit card agreement she entered into with Capital One is “illusory” under Maryland law, Dr. Strange proclaims, because it includes a clause the Amended Complaint describes as allowing Capital One to “change any term ... including interest rates, at its whim” and without consumer assent. Amended Complaint ¶ 3 (emphasis omitted). Because no agreement exists, she says, Capital One committed usury under the National Bank Act by charging interest above six percent, the maximum rate permitted in Virginia for loans not governed by a written agreement.

This bold claim fails for at least three reasons. First, although it is clear Dr. Strange and Capital One’s credit card lending relationship *is* governed by an agreement, and thus there can be no usury claim, the Amended Complaint’s *Johnson*-based usury claim also fails because usury claims under Section 86 of the National Bank Act must be “knowing.” Yet the Amended Complaint’s only non-conclusory knowledge-related allegations hinge on its misbegotten attempt to expand *Johnson* far beyond its holding—a position Capital One vigorously disputes. A bank cannot “knowingly” commit usury because it does not misapply a legal ruling in the manner urged.

Second, the Amended Complaint relies entirely on a misapplication of *Johnson*, which held that, under Maryland contract formation principles, an *arbitration clause* in a credit card agreement was “illusory” because the consumer did not receive consideration for her agreement to arbitrate where the agreement contained a clause similar to Capital One’s “Changes to Your Agreement”

clause. But *Johnson* does not stand for the proposition that a credit card agreement's central bargain can be rendered nonexistent where, as here, both parties have performed, and consideration is clear. Dr. Strange's contract theory ignores the commercial reality of the transaction: Capital One provided the funds. Dr. Strange spent them. The loan itself is the consideration. *Johnson* does not change that.

The Amended Complaint also misreads Capital One's "Changes to Your Agreement" clause. Unlike the allegations regarding the arbitration agreement in *Johnson*, federal law, which is expressly incorporated into Capital One's card agreement, does not permit credit card issuers to make certain significant changes to account terms—such as not-previously-agreed-to increases in interest rate or APR—without providing at least 45 days' advance written notice. The Fourth Circuit has been clear, in *Johnson* and precursor cases, that an agreement is not "illusory" where a party must provide notice—as Capital One must, under the Truth in Lending Act—before implementing such significant changes in account terms. *Johnson* also involved a credit card agreement, and notably did *not* hold that the underlying agreement was "unformed;" just the arbitration clause within it.

Finally, the Amended Complaint's attempted misuse of Maryland contract formation principles to eviscerate Capital One's agreement with Dr. Strange is preempted by federal law regardless. The National Bank Act preempts that effort (1) expressly, since state law usury claims are "completely" preempted by the usury provisions of the National Bank Act, and the Amended Complaint's "National Bank Act" claim—dependent as it is on an application of Maryland law—is just a state-law usury claim in disguise; and (2) because it "significantly interfere[s]" with Capital One's federally granted powers, as a national bank, to lend money and issue credit cards.

This Court should not countenance Dr. Strange’s misguided and legally baseless attempt to undermine industry-standard, federally-regulated consumer credit card agreements with a preempted application of Maryland contract formation law. The Court should dismiss the Amended Complaint without leave to further amend.

II. ALLEGATIONS AND PROCEDURAL HISTORY

A. The Parties

Plaintiff Dr. Strange is a Maryland resident who in 2024 applied for, accepted, and first used—all in Maryland—a Capital One consumer credit card. Amended Complaint ¶¶ 20, 32, 52.

Defendant Capital One is a national bank headquartered in Virginia, chartered under the National Bank Act by, and under the primary supervision of, the Office of the Comptroller of the Currency (“OCC”). *See* Amended Complaint ¶ 21. Within its suite of products and services, Capital One offers consumer credit cards. *See* Amended Complaint ¶ 25.

B. Capital One’s Customer Agreement for Consumer Credit Cards

Dr. Strange’s case hinges on the theory that Capital One’s credit card agreement is “illusory.” Amended Complaint ¶ 3. The agreement, entitled “Capital One Customer Agreement” (“Customer Agreement”), is quoted and referenced throughout the Amended Complaint (*e.g.*, Amended Complaint ¶¶ 17, 33). The Customer Agreement is accordingly “incorporated into the complaint by reference.” *See Tellabs, Inc. v. Makor Issues & Rts., Ltd.*, 551 U.S. 308, 322 (2007). The version of the Customer Agreement that applied when Dr. Strange opened her account on February 10, 2024, is attached as **Exhibit A** to the concurrently filed Declaration of Barbara Kurkowski (“Kurkowski Decl.”).¹

¹ The current version of the Customer Agreement, which is materially the same as the version that existed when Dr. Strange opened her account, can be found at <https://perma.cc/LSJ4-Z9LL>, and is attached as **Exhibit A** to the Brandriss Decl.

The Customer Agreement incorporates the disclosures, including the terms of the credit card account (“Account Terms”), provided to Dr. Strange when she opened her account. Customer Agreement at 1 (“Account Documents”). These documents are also incorporated into the complaint by reference, *see, e.g.*, Amended Complaint ¶ 34, and are attached as **Exhibit B** to the Kurkowski Decl. Below is an excerpt—known as the “Schumer Box”—from the Account Terms:

CAPITAL ONE® ACCOUNT TERMS	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Transfers	30.74%. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	30.74%. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None.
Transaction Fees	
• Transfer	4% of the amount of each transferred balance that posts to your account at a promotional APR that we may offer you. None for balances transferred at the Transfer APR.
• Cash Advance	Either \$5 or 5% of the amount of each cash advance, whichever is greater.
Penalty Fees	
• Late Payment	Up to \$40.

Together, these documents provide the terms governing Dr. Strange’s use of her Capital One open-end credit card account, including rate and fee information and explanations of her rights as required by the Truth in Lending Act and its implementing regulation, Regulation Z.

The Customer Agreement is governed by Virginia law and explains that Capital One “make[s] decisions to grant credit and issue [credit cards] from [its] offices in Virginia.” Kurkowski Decl. Ex. A at 5.

Key to the Amended Complaint's allegations, the Customer Agreement includes a clause entitled "Changes to Your Agreement," which the Amended Complaint refers to as a "Change-in-Terms" clause. The clause provides, in full:

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

Kurkowski Decl. Ex. A at 5.

The Customer Agreement makes clear, in a section entitled "Closing or Suspending Your Account," that a customer "may contact Customer Service to ask us to close your *Account*." *Id.*

Dr. Strange's Account Terms provide that she agreed to a variable APR starting at 30.74%, and explain in detail how the rate is calculated, and at what times of year the rate may vary. Kurkowski Decl. Ex. B at 3. Specifically, the Account Terms explain that "[y]our variable rates may change when the Prime Rate changes," and further explain that Capital One calculates variable rates "by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of December, March, June and September." *Id.* at 4.

C. Dr. Strange Accepted the Benefits of the Customer Agreement.

Despite alleging that "[n]o legal consideration exists for the 'Credit Card Agreement,'" Amended Complaint ¶ 52, the Amended Complaint details a lengthy course of conduct between Dr. Strange and Capital One indicating that starting from when Dr. Strange opened her account in February 2024, up until at least October of 2025, Dr. Strange used her Capital One credit card to

make purchases (for which Capital One provided credit);² maintained a balance on the credit card—that is, did not immediately repay all of the money she had borrowed from Capital One; was charged interest on that balance, which Dr. Strange timely paid each month, often along with some principal; and earned “cash back” through a rewards program. Amended Complaint ¶¶ 54–79, 84–92; Kurkowski Decl. Ex. B at 4; Kurkowski Decl. Ex. C at 3, 7, 11, 15, 20.

As the Customer Agreement provides, Dr. Strange’s APR varied periodically, dropping to 29.74% in January 2025, Amended Complaint ¶ 64, and to 29.49% in October 2025, Amended Complaint ¶¶ 89–90.

Dr. Strange does not allege that she ever disputed the interest rate on her card, or raised an issue with the Customer Agreement, until she filed this lawsuit.

D. Basis for the Amended Complaint’s Usury Claim

The Amended Complaint asserts that the Customer Agreement is “illusory” and the underlying accounts not “enforceable,” given the so-called change-in-terms clause. Amended Complaint ¶¶ 4–5, 19. Without a written agreement, the Amended Complaint’s theory goes, Capital One can charge only 6% interest, the highest rate allowed by Capital One’s home state of Virginia if the parties’ relationship is not governed by a written agreement. *See* Va. Code Ann. § 6.2-301; Amended Complaint ¶ 2. The variable rate Dr. Strange agreed to in the Customer Agreement is therefore usurious, the Amended Complaint alleges. Amended Complaint ¶ 3.

Dr. Strange’s farfetched argument relies on *Johnson v. Continental Finance Co.*, 131 F.4th 169 (4th Cir. 2025), a case in which her counsel was directly involved. Amended Complaint ¶¶ 4,

² *See, e.g.*, Capital One Savor One monthly account statements for Dr. Strange’s account, due May, June, and July of 2024 and July and October of 2025, indicating purchases made, funds advanced on credit, interest owed, carried balance, and amounts previously paid. Kurkowski Decl. Ex. C. These statements are also incorporated by reference into the Amended Complaint. Amended Complaint ¶¶ 54–79, 84–92.

35, 45, 50–51. *Johnson* held that arbitration agreements found in consumer contracts that also include a clause that allows a party to unilaterally change the terms of the agreement’s arbitration clause *without advance notice to the customer*, lack consideration for the customer’s agreement to arbitrate, and are therefore not “formed” under Maryland law. *See Johnson*, 131 F.4th at 179.

Dr. Strange also contends that once *Johnson* was decided in the district court, Capital One should have been on notice that its Customer Agreement was unenforceable because it included a Change-in-Terms clause, and that Capital One therefore “knowingly” collected usurious interest from Dr. Strange and the alleged class members. *See Amended Complaint* ¶ 52.

E. The Amended Complaint’s Counts

The Amended Complaint asserts a single count for usury under the National Bank Act, 12 U.S.C. §§ 85 and 86, and demands, on behalf of a putative class, that Capital One forfeit all interest billed, and pay back double the interest that customers paid to Capital One within Section 86’s two-year statute of limitations. *Amended Complaint* ¶¶ 121–36.

Dr. Strange also asks the Court to issue a declaratory judgment that Capital One “lacks an agreement to collect interest at a rate in excess of 6% per annum from Plaintiff and Class members,” and that Capital One may not continue to bill Plaintiff and putative class members at a rate greater than 6% without an agreement. *Amended Complaint* ¶ 145.

F. Procedural History

On July 16, 2025, Dr. Strange sued Capital One in the Prince George’s County Maryland Circuit Court. ECF No. 1 ¶ 1. Capital One was served with the initial complaint on July 18, 2025, and on August 15, 2025, Capital One timely removed to this Court. ECF No. 1 ¶ 3.

Because the original complaint contained only Maryland state law usury and related claims, ECF No. 3 ¶¶ 94–139, Capital One notified Dr. Strange’s counsel that it intended to move to dismiss those claims as completely preempted by the National Bank Act and other federal law, in

addition to arguing that *Johnson* does not apply here. Brandriss Decl. ¶ 3. After the parties' counsel met to confer, Amended Complaint ¶ 88, Dr. Strange amended her complaint. *See* ECF No. 18 ¶¶ 5–7. The Amended Complaint eliminated all prior state law claims, and added the single usury claim under NBA Section 86 and a derivative claim for declaratory relief. *See* ECF No. 20-1.

Capital One sought a Pre-Motion Conference in furtherance of its planned motion to dismiss. ECF No. 23; *see* ECF No. 7 at 2. Capital One's Notice of Intent to File Motion to Dismiss letter set out all of the arguments Capital One makes in this motion. ECF No. 23. At the pre-motion conference the Court held on December 19, 2025 (ECF No. 25), Dr. Strange's counsel stated to the Court that Dr. Strange did not intend to seek further amendment of the complaint, after having seen Capital One's arguments. Brandriss Decl. ¶ 4. The Court then authorized Capital One to file this Motion. ECF No. 26.

III. LEGAL STANDARD ON MOTION TO DISMISS

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). Plausibility requires more than labels and conclusions. “[W]here the well-pleaded facts do not permit the court to infer more than the mere possibility of [liability], the complaint has alleged—but it has not *shown*—that the pleader is entitled to relief, as required by Rule 8.” *Francis v. Giacomelli*, 588 F.3d 186, 193 (4th Cir. 2009) (alterations & quotation marks omitted, emphasis added) (quoting *Iqbal*, 556 U.S. at 679, & Fed. R. Civ. P. 8(a)).

“[A]ffirmative defenses can be considered in resolving Rule 12(b)(6) motions when the facts surrounding the defense are clear from the complaint.” *Megaro v. McCollum*, 66 F.4th 151, 157 (4th Cir. 2023); *see also Leichling v. Honeywell Int'l, Inc.*, 842 F.3d 848, 850–51 (4th Cir.

2016). Preemption is an affirmative defense. *See Ricci v. Teamsters Union Loc. 456*, 781 F.3d 25, 28 (2d Cir. 2015) (“Although preemption . . . is an affirmative defense, it can still support a motion to dismiss if the [issue] is evident from the face of the complaint”) (quotation marks & alterations omitted).

IV. ARGUMENT

A. Dr. Strange Fails to Plead a Usury Claim under the National Bank Act.

1. The National Bank Act Has a Simple, Specific Usury Framework that Does not Countenance Dr. Strange’s Claims.

Dr. Strange’s sole substantive claim arises under the National Bank Act (“NBA”). Amended Complaint ¶¶ 121–36. NBA Section 85 provides that national banks may charge interest at the rates set by their home states, and all other state interest rate laws are preempted. *See Smiley v. Citibank (S.D.), N.A.*, 517 U.S. 735, 744 (1996) (“there is no doubt that § 85 pre-empts state law”). Specifically, a national bank

may ... charge on any loan ... interest at the rate allowed by the laws of the State ... where the bank is located, or at a rate of 1 per centum in excess of the discount rate on ninety-day commercial paper in effect at the Federal reserve bank in the Federal reserve district where the bank is located, whichever may be the greater, and no more.

12 U.S.C. § 85.

Section 86, meanwhile, establishes a civil remedy for violations of Section 85 “when knowingly done”:

The taking, receiving, reserving, or charging a rate of interest greater than is allowed by section 85 of this title, when knowingly done, shall be deemed a forfeiture of the entire interest which the note, bill, or other evidence of debt carries with it, or which has been agreed to be paid thereon. In case the greater rate of interest has been paid, the person by whom it has been paid ... may recover back ... twice the amount of the interest thus paid ... Provided, That such action is commenced within two years from the time the usurious transaction occurred.

Id. § 86.

A NBA usury claim therefore requires (1) interest at a rate exceeding what Section 85 permits, that was (2) knowingly charged. 12 U.S.C. § 86.

Dr. Strange’s allegations fail to plausibly establish either. Because Dr. Strange and Capital One did in fact form an agreement to borrow funds in exchange for interest at a rate permitted under Virginia law, there can be no usury, full stop. *See* 12 U.S.C. §§ 85, 86. Nor can the Amended Complaint plausibly allege that Capital One “knowingly” charged a rate greater than that allowed by Section 85. The only knowledge-related “facts” the Amended Complaint pleads are conclusory statements—which, like the premise of the usury claim itself, hinge on the Amended Complaint’s misbegotten attempt to expand *Johnson* far beyond its holding. As detailed further below in Sections IV.B and IV.C, this Court should reject that attempt, on its logic and because the NBA would preempt this wrongheaded application of Maryland law regardless.

2. Capital One and Dr. Strange Entered into an Agreement for Open-End Credit at a Variable Interest Rate as Permitted Under Virginia Law; There Was No Usury.

Dr. Strange acknowledges that Virginia law determines the interest rate Capital One may charge her. Amended Complaint ¶ 2. Virginia law authorizes banks to “impose finance charges and other charges and fees at such rates and in such amounts and manner as may be agreed by the borrower under an open-end credit plan.” Va. Code Ann. § 6.2-313(A). Yet Dr. Strange claims that she did not “agree[]” to an open-end plan with Capital One, because the Customer Agreement contained a Change-in-Terms clause. Amended Complaint ¶¶ 2, 27–31.

While Capital One will address this ill-conceived application of *Johnson* more fully below, the Amended Complaint clearly concedes several critical facts: (1) it alleges an agreement between Dr. Strange and Capital One; (2) Dr. Strange received a credit card from Capital One

under the terms in that agreement, and began using it; (3) Dr. Strange accepted money from Capital One to fund her purchases using the credit card; (4) Dr. Strange accepted and used “cash back” rewards she had earned under the terms of that agreement; (5) Dr. Strange used and benefited from Capital One’s extension of credit each month as she carried a balance on the credit card; and (6) Dr. Strange made payments on her account according to that agreement since at least July 2024. Amended Complaint ¶¶ 54–79, 84–92; Kurkowski Decl. Ex. A at 1; Kurkowski Decl. Ex. B at 3–4. This is contract 101, under both Virginia *and* Maryland law. *See Sfredo v. Sfredo*, 59 Va. App. 471, 488 (2012) (“The basic elements of a contract are an offer, acceptance, and consideration.”); *B-Line Med., LLC v. Interactive Digit. Sols., Inc.*, 209 Md. App. 22, 46 (2012) (same).

The notion that Capital One and Dr. Strange did not mutually agree to the terms of the open-end credit plan is simply implausible, given the express admissions regarding the parties’ course of conduct in the Amended Complaint. Kurkowski Decl. Ex. A; Kurkowski Decl. Ex. B; Amended Complaint ¶¶ 54–79, 84–91. There can be no usury here. *See* 12 U.S.C. § 85.

3. Dr. Strange Fails To, and Cannot, Plausibly Allege that Capital One “Knowingly” Committed Usury.

Liability for usury under the NBA also requires the bank to “knowingly” charge a rate greater than allowed by Section 85. 12 U.S.C. § 86; *see Deposit Guar. Nat’l Bank v. Roper*, 445 U.S. 326, 328 (1980) (“In a case where a higher rate of interest than allowed has been ‘knowingly’ charged, § 86 allows a person who has paid the unlawful interest to recover twice the total interest paid.”). Without scienter, a federal usury claim fails. The Supreme Court long ago explained, in evaluating the NBA’s predecessor statute with similar language, that it must be “clearly established” and “appear affirmatively that the bank knowingly received or reserved an amount in excess of the statutory rate of interest.” *Wheeler v. Union Nat’l Bank of Pittsburgh*,

96 U.S. 268, 270 (1877). Although we are unaware of Fourth Circuit authority on this point, the Sixth and Ninth Circuits have held “that (1) the act of charging excess interest [must be] intentional, and that (2) the bank [must] kn[o]w its policy would result in receipt of more than the legal rate.” *Walters v. First Tenn. Bank, N.A. Memphis*, 855 F.2d 267, 271–72 (6th Cir. 1988) (“an honest mistake of fact . . . is not usurious”); *Am. Timber & Trading Co. v. First Nat’l Bank of Or.*, 690 F.2d 781, 788 (9th Cir. 1982).

Dr. Strange makes no plausible allegations that Capital One knew it was charging or would receive unlawful interest. To start, almost all her assertions of knowledge are simply conclusory labels that should be rejected. *See Iqbal*, 556 U.S. at 678 (“Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.”); *see, e.g.*, Amended Complaint ¶ 100 (“[D]espite knowing that it had no agreement with Plaintiff or Class members, and knowing that it could not take, receive, reserve, or charge a rate of interest greater than 6%”); Amended Complaint ¶¶ 127–29, 135 (similar); Amended Complaint ¶ 53 (“Capital One knew the Interest it charged . . . was in excess of the maximum rate”); Amended Complaint ¶¶ 54–79; 97, 100, 130 (similar).

Dr. Strange’s only substantive argument that Capital One had knowledge is flatly untenable. Dr. Strange argues, essentially, that the *Johnson* decision exists and therefore Capital One has knowledge its Customer Agreement is not enforceable. *See* Amended Complaint ¶¶ 50–52. This in turn means, the Amended Complaint asserts, that Capital One could charge interest only at the “legal” 6% rate under Virginia law for loans not memorialized by written contracts. *See* Amended Complaint ¶ 6; Va. Code Ann. § 6.2-301(A). Dr. Strange claims, despite knowing that Capital One vigorously disputes her dubious legal theory, Amended Complaint ¶ 88; *infra*, Section IV.B, that Capital One should have: (1) interpreted the *Johnson* decision (starting from the

district court’s interim ruling on the motion to compel arbitration) as she does; (2) even before *Johnson*, somehow “known” that the Customer Agreement could be held to be “unformed” under Maryland law according to an extrapolation of a not-yet-issued decision that, as we explain below, *cannot* be extrapolated to undermine a national bank’s federally governed Customer Agreement, for which Capital One provided consideration by advancing funds to Dr. Strange; (3) been on additional notice when this lawsuit was filed; and (4) connected all of these improbable legal dots to conclude it was charging too much interest *just* for Maryland cardholders. *See* Amended Complaint ¶¶ 80–91. All this despite the extensive, preemptive framework that governs national banks. *See infra*, Sections IV.B.3 & IV.C.

This does not add up to a plausible “knowing” usury violation. As set out below, the Amended Complaint does not identify any case in which a court has applied *Johnson* to invalidate an agreement outside the arbitration context. Indeed, the Customer Agreement is industry standard, incorporating disclosures and consumer protections required by federal law—which include a requirement that Capital One provide notice before making certain significant changes in account terms, like an increased interest rate—and applies to Capital One customers nationwide. *See infra*, Section IV.C. Dr. Strange made interest payments pursuant to the Customer Agreement for years, Amended Complaint ¶¶ 53–79, 84–92, never contesting the rate. Dr. Strange cannot plausibly allege the requisite scienter for a usury violation under NBA Section 86. *Cf. Iqbal*, 556 U.S. at 679 (court can apply “judicial experience and common sense” in “context-specific task” of assessing plausibility); *Wheeler*, 96 U.S. at 270 (must be “clearly established” and “appear affirmatively that [a] bank knowingly” committed usury).

B. Capital One’s Industry-Standard Customer Agreement Is Not “Illusory” Under *Johnson*.

1. *Johnson* Was Concerned With Lack of Consideration and Lack of Notice When Evaluating Whether an Arbitration Agreement is “Illusory”.

The Amended Complaint’s entire premise rests on a faulty reading of the Fourth Circuit’s decision in *Johnson*. Amended Complaint ¶¶ 4, 35, 45, 50–52, 133–34. *Johnson* held that *arbitration agreements*, when found in consumer contracts that contain so-called “change-in-terms” clauses that allow for unilateral amendments without notice to the consumer, are “illusory” under Maryland law.³ *Johnson*, 131 F.4th at 179, 181. This is because, in *Johnson*, the court could not identify any consideration given by the credit card lender in exchange for the consumer’s agreement to arbitrate. Because the court viewed the arbitration agreement as a standalone contract, this lack of separate consideration “depriv[ed] the agreement of the kind of minimum reciprocity needed to form a contract.” *Id.* at 181.

The *Johnson* court’s concern about consideration for a consumer’s agreement to arbitrate stemmed from the fact that the change-in-terms clause at issue in the cardholder agreement in that case did not require prior notice to the customer before changes to the arbitration terms could be unilaterally implemented. *Id.* at 180–81 (citing *Cheek v. United Healthcare of Mid-Atl., Inc.*, 378 Md. 139 (2003) (arbitration agreement illusory where employer could change arbitration terms without notice), and *Holloman v. Circuit City Stores, Inc.*, 391 Md. 580 (2006) (arbitration agreement enforceable where retailer provided 30 days’ notice provided)). “A contract that mandates advance, detailed notice constrains the modifying party by giving the other side a chance

³ Capital One does not concede that Maryland law should govern its relationship with Dr. Strange. In the Customer Agreement, the parties agreed that Virginia law would govern their relationship. Capital One Decl. Ex. A at 7. However, for the sake of meeting the Amended Complaint’s *Johnson* argument on its terms, as an issue of contract “formation,” Capital One will explain why its Customer Agreement is not “illusory” under Maryland law.

to end the contract before the change takes effect,” *Johnson* emphasized. *Id.* at 181. Without that notice, the more sophisticated party has a “built-in escape hatch from their contractual obligations,” via the change-in-terms clause, but the less sophisticated party has no such rights. *Id.*

Important here, the holding in *Johnson* was cabined to the arbitration-clause context. Although the case also involved a credit card agreement, no challenge to the basis for the underlying cardholder relationship was raised or considered. Indeed Judge Wynn made clear in his concurrence that he was joining the majority opinion only with that understanding. He “wr[o]te separately to clarify that [the parties did] not argue, nor did the district court conclude, that the cardholder agreement itself is unformed”—just the arbitration clause within it. *Id.* (Wynn, J., concurring). Judge Wynn stressed how the plaintiffs—who were represented by Dr. Strange’s counsel—had specifically and only challenged the arbitration and delegation clauses as illusory, and “expressly disclaim[ed] the argument that ‘the lack of a mutual promise to arbitrate could or would interfere with the formation of the underlying Cardholder Agreement.’” *Id.* Accordingly, he noted, “‘the arbitration agreement’—not the broader cardholder agreement—‘lacks consideration.’” *Id.* (quoting *Johnson v. Cont’l Fin. Co.*, 690 F. Supp. 3d 520, 530 (D. Md. 2023)). In a footnote, Judge Wynn explained a “change clause is not necessarily fatal to the cardholder agreement itself,” expressly noting that his “colleague in dissent may be correct that Plaintiffs could assent to a unilateral modification of the broader cardholder agreement ‘by continuing to use their credit cards’” *Id.* at n.*. But because there was a “separate, bilateral arbitration agreement . . . supported *solely* by the mutual exchange of promises to arbitrate,” Judge Wynn concluded the arbitration agreement was illusory. *Id.* (“[T]he legally nonexistent contract here is the arbitration agreement, not the cardholder agreement.”).

Cases relying on *Johnson*, like those cited in the Amended Complaint, ¶¶ 50–51, have done so only in the arbitration clause context, holding, as in *Johnson*, that no separate consideration was given in exchange for a consumer’s agreement to arbitrate, rendering “illusory” the arbitration agreement. See *Bailey v. Mercury Fin., LLC*, 694 F. Supp. 3d 613, 623–24 (D. Md. 2023), *aff’d*, 2025 WL 763671 (4th Cir. Mar. 11, 2025) (per curiam) (*Johnson* companion; arbitration agreement illusory because no law requires notice of change to arbitration agreements); *Ford v. Genesis Fin. Sols., Inc.*, 726 F. Supp. 3d 441, 455 (D. Md. 2024), *aff’d*, 2025 WL 1540933 (4th Cir. May 30, 2025) (per curiam) (“Because the defendants thus reserved the right to amend or revoke their promise to arbitrate ‘at any time,’ that promise is illusory and is not sufficient consideration to support an arbitration agreement.”); see also, e.g., *Kiser v. Truist Fin. Corp.*, 796 F. Supp. 3d 207, 242–43 (E.D. Va. 2025) (The “change-in-terms clause ... renders any agreement to arbitrate illusory”).⁴

Dr. Strange’s Customer Agreement does not contain an arbitration clause. And as further explained below, the consideration and notice concerns underlying the arbitration agreement in *Johnson* are decidedly not present here. Indeed, had the *Johnson* court been faced with an argument that there was no consideration for the credit card loan the lender in *Johnson* had extended pursuant to the cardholder agreement at issue there, it seems likely, as detailed above, that the panel would have reached a very different result on that very different issue. Tellingly, the parties in *Johnson* and its companion case, *Bailey*, are settling or have settled, and their settlement agreements uphold the validity of the underlying credit card agreements in those cases.

⁴ The only case we have found that may have extended *Johnson*’s holding beyond the arbitration clause context is the recent decision in *Egahi v. WorldRemit Corp.*, 2026 WL 73776 (D. Md. Jan. 9, 2026). In *Egahi*, while ultimately upholding an earlier version of the parties’ agreements and sending the case to arbitration, the court appears to have applied *Johnson*, though in dicta and without analysis, to the underlying user agreement for remittance transfer services.

Settlement Agreement, *Bailey v. Mercury Fin. LLC*, No. 8:23-cv-827-DKC, ECF No. 45-2 at 14 ¶ 25 (D. Md. Oct. 22, 2025) (settlement agreement providing that plaintiff and settling class members “expressly accept and agree that the cardmember agreements governing the Accounts are valid and enforceable”); Settlement Agreement, *Johnson v. Cont’l Fin. Co.*, No. 8:22-cv-02001-PX, ECF No. 73-2 at 17 ¶ 29 (D. Md. Aug. 28, 2025) (same). For this reason, this Court in *Bailey* reduced the fees awarded to class counsel because the class-wide settlement agreement in that case provided for only “a portion of the relief she requested in [the] complaint,” that is, payment to the class members, but none of the requested declaratory relief, including the request to invalidate the underlying customer agreements. *Bailey v. Mercury Fin. LLC*, 2025 WL 3211015, at *5–6 (D. Md. Nov. 18, 2025).

2. Dr. Strange Received Consideration for Her Agreement To Pay Interest to Capital One: A Loan.

Johnson provides no basis for the conclusion that the Customer Agreement’s central bargain could be rendered nonexistent where Dr. Strange admits that: (1) Capital One has already performed under that agreement (most obviously, lent funds for purchases; but also provided credit card rewards in the form of “cash back”), *see* Amended Complaint ¶¶ 54–79, 84–91; Kurkowski Decl. Ex. B at 4; Kurkowski Decl. Ex. C at 11, 15; and (2) she has received the benefit of that bargain: Dr. Strange used her credit card to make purchases, and when Dr. Strange chose not to fully repay those funds, she was permitted to carry a balance and therefore paid interest at agreed-to variable rates on the outstanding balance, Amended Complaint ¶¶ 54–79, 84–91.

Unlike the arbitration clause in *Johnson* and its progeny, Dr. Strange indisputably received consideration (revolving credit and cashback rewards) in exchange for her agreement to pay interest at the variable rates set out in the Customer Agreement and Account Terms.⁵

3. The Customer Agreement Provides for Notice in Connection with Certain Significant Changes in Account Terms, Including Increases in Interest Rate.

Capital One's Customer Agreement and the accompanying Account Terms are governed by the Truth in Lending Act and Regulation Z, which, among other consumer financial protection rules, impose stringent requirements on lenders to ensure consumers receive clear disclosures and notice about the terms of credit products, including any mid-relationship changes to those terms. To take just a few examples of what Regulation Z requires:

- 12 C.F.R. § 1026.6(b): Creditors must provide numerous initial disclosures regarding card terms and features, in a specified format designed to be easily understandable.
- 12 C.F.R. § 1026.9: Creditors must provide “subsequent disclosures” during the life of a credit card account, including statements of billing rights, disclosures regarding added card features, and advance notice for certain significant changes in account terms, as well as notice of a right to reject certain changes.
- 12 C.F.R. § 1026.55: Subject to some exceptions, including for APR increases agreed to by the customer at the outset of the relationship, card issuers cannot increase APRs or fees without some form of advance notice, and can never increase the APR on pre-existing card balances.

⁵ The court in *Egahi*, *supra* n.6, did not discuss what consideration the consumer in that case may have received in exchange for entering into the remittance transfer User Agreement at issue there, as distinct from the arbitration clause that was the primary focus of that case.

- 12 C.F.R. § 1026.59: Card issuers must reevaluate certain rate increases periodically to determine whether a rate reduction is warranted.

And most relevant here:

- 12 C.F.R. § 1026.9(c)(2)(i): Creditors must provide **45-day written notice** for certain “significant change[s] in account terms,” such as an increase in interest rate that the customer did not previously agree to.

Capital One’s Customer Agreement expressly incorporates these Regulation Z requirements: “We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.” Kurkowski Decl. Ex. A at 5.

Unlike the change-in-terms / arbitration clause combination that concerned the court in *Johnson*, Capital One’s Changes to Your Agreement clause is decidedly *not* “so one-sided and so nebulous that it deprives the agreement of the kind of minimum reciprocity needed to form a contract under Maryland law.” *Johnson*, 131 F.4th at 181. Rather, Capital One *is* “constrain[ed] in its] ability to escape its contractual obligations,” including regarding interest rates. *Id.* at 180.

Indeed, if Capital One were to increase the rate on Dr. Strange’s credit card for future purchases above the variable rate parameters she agreed to, Capital One must provide at least 45 days’ notice. *See* 12 C.F.R. § 1026.9(c)(2)(i). And if Dr. Strange did not want to accept that change, she could choose to terminate her account before the 45 days passed. Capital One Decl. Ex. A at 5 (right to close account). And whether she closed the account or allowed it to remain

open and accepted that change for future purchases, any pre-existing balance on her credit card would *not* be subject to the new rate. *See* 12 C.F.R. § 1026.55(b)(3)(i).⁶

This is *exactly* the form of mandatory notice that the *Johnson* court held could “save” an arbitration agreement that was coupled with a change-in-terms clause. *See Johnson*, 131 F.4th at 181 (describing approvingly a “contract that mandates advance, detailed notice” because it “constrains the modifying party by giving the other side a chance to end the contract before the change takes effect”) (citing *DIRECTV, Inc. v. Mattingly*, 376 Md. 302, 304 (2003)). It is Dr. Strange, then, not Capital One, that is attempting, through this lawsuit, to create an “escape hatch from [her] contractual obligations.” *Id.*

C. Federal Law Preempts Dr. Strange’s Usury Theory.

To reiterate: Dr. Strange seeks to use Maryland contract-formation doctrine to invalidate an industry-standard, federally regulated open-end credit agreement. Her usury claim is wholly dependent on that exercise succeeding; otherwise, as the Amended Complaint acknowledges, Amended Complaint ¶ 2, Capital One is not charging usurious interest rates under governing Virginia law. Dr. Strange thus seeks to use Maryland law to make a usury claim against a national bank. Her plan would invalidate credit pricing nationwide for national banks offering credit cards to Maryland customers. This claim is therefore preempted twice over—completely preempted by the NBA’s usury provisions as a disguised state-law usury claim; and conflict-preempted under the NBA’s *Barnett Bank* standard, because it significantly interferes with the federally authorized powers of a national bank to make credit cards loans.

⁶ Capital One did not “unilaterally change” Dr. Strange’s interest rate, as Dr. Strange alleges. Amended Complaint ¶ 3 (emphasis omitted). Rather, she agreed to a variable rate in her Account Terms, and according to those agreed-upon terms, her rate varied. In this case, Dr. Strange’s rate decreased over time. Amended Complaint ¶¶ 54–79, 84–91.

1. The NBA’s Usury Provisions Completely Preempt This Attempted Use of State Law against a National Bank.

The Supreme Court has adopted a “longstanding and consistent construction of the National Bank Act as providing an exclusive federal cause of action for usury against national banks,” “completely” preempting contrary state laws. *Beneficial Nat’l Bank v. Anderson*, 539 U.S. 1, 8, 10 (2003). “Because §§ 85 and 86 provide the exclusive cause of action . . . there is . . . no such thing as a state-law claim of usury against a national bank.” *Id.* at 11. Any attempt to use state-law formation doctrine as a runaround to avoid federal preemption should fail as a matter of law. *Cf. Chamber of Com. of the U.S. v. Bonta*, 62 F.4th 473, 484 (9th Cir. 2023) (“[I]t would be ‘trivially easy . . . to undermine the [Federal Arbitration] Act—indeed, to wholly defeat it’—by fashioning a rule that would make the formation of any arbitration agreement invalid” (quoting *Kindred Nursing Ctrs. Ltd. P’ship v. Clark*, 581 U.S. 246, 255 (2017))).

Dr. Strange’s entire case is an attempt to use state-law formation principles to blow up an industry-standard credit card agreement used by a national bank, in service of her attempt to bring a usury claim. This is just a state law usury claim in disguise, and is completely preempted. *See Beneficial Nat’l Bank*, 539 U.S. at 8, 10. Indeed, the original complaint in this case only asserted Maryland statutory and derivative usury claims, ECF No. 3 ¶¶ 94–139, and counsel replaced those claims with National Bank Act Sections 85 and 86 claims only when alerted to the preemption issue in Capital One’s first Notice of Intent to file a motion to dismiss, which Capital One shared with counsel as part of the Court’s required pre-motion meet and confer process. Amended Complaint ¶ 88; Brandriss Decl. ¶ 3, *supra*, Section II.F.

2. The NBA Further Preempts Dr. Strange’s Lawsuit Because Her Claims Conflict with the Federally Granted Powers of a National Bank to Make Credit Card Loans and Charge Interest.

As “instrumentalities of the federal government,” national banks are “subject to the paramount authority of the United States.” *Davis v. Elmira Sav. Bank*, 161 U.S. 275, 283 (1896). The OCC “oversees the operations of national banks.” *Watters v. Wachovia Bank, N.A.*, 550 U.S. 1, 6 (2007). “When a bank obtains a federal charter under the National Bank Act, [it] gains various enumerated and incidental powers” pursuant to federal law. *Cantero v. Bank of Am., N.A.*, 602 U.S. 205, 210 (2024). The NBA broadly empowers national banks “to exercise ‘all such incidental powers as shall be necessary to carry on the business of banking.’” *Id.* (citation omitted). For example, national banks may “receiv[e] deposits” and “discount[] and negotiat[e] promissory notes, drafts, bills of exchange, and other evidences of debt.” 12 U.S.C. § 24 (Seventh); 12 C.F.R. part 7; *see also* 12 U.S.C. § 85; 12 C.F.R. §§ 7.4001(c), 7.4002(d), 7.4008(d).

To protect against a patchwork of laws and regulations from states, municipalities, and other jurisdictions, the NBA and OCC regulations preempt many state laws that would otherwise apply to national banks, including interest and fee restrictions, as well as certain consumer protection laws. *See Bank of Am. v. City & Cnty. of S.F.*, 309 F.3d 551, 561 (9th Cir. 2002) (The NBA “was enacted to protect national banks against intrusive regulation by the States.”); *Watters*, 550 U.S. at 11 (“We have repeatedly made clear that federal control shields national banking from unduly burdensome and duplicative state regulation.”).

The NBA, as amended by the Dodd-Frank Act, Pub. L. No. 111-203, 124 Stat. 1376, provides that a state consumer financial law is preempted if the law “prevents or significantly interferes with the exercise by the national bank of its powers,” as determined “in accordance with the legal standard for preemption in the decision of the Supreme Court of the United States in *Barnett Bank of Marion County, N.A. v. Nelson*, 517 U.S. 25 (1996).” 12 U.S.C. § 25b(1)(B). The

Court in *Barnett Bank* held that state laws are preempted if they “forbid or ... impair significantly, the exercise of a power that Congress explicitly granted.” *Barnett Bank*, 517 U.S. at 33. The Court further explained the *Barnett Bank* standard in *Cantero*: in applying the *Barnett Bank* standard, a court must conduct “a practical assessment of the nature and degree of the interference caused by a state law” by looking to “the text and structure of the laws, comparison to other precedents, and common sense.” *Cantero*, 602 U.S. at 207, 219–20 & n.3.

The NBA and OCC regulations authorize national banks to make credit card loans, to determine the terms of those loans, including the contents of credit contracts and other credit-related documents governing those loans, and to charge interest on those loans, “without regard to state law limitations.” 12 U.S.C. § 24 (Seventh); 12 C.F.R. § 7.4008(a), (d)(4), (8), (10).

The Amended Complaint’s attempt to undermine Capital One’s standard credit card agreements through application of Maryland contract formation law prevents Capital One from exercising its authority to make credit card loans, including its ability to determine the terms of those credit cards loans (12 C.F.R. § 7.4008(d)(4)), the content of its “credit contracts” (12 C.F.R. § 7.4008(d)(8)) and the “[r]ates of interest on loans” (12 C.F.R. § 7.4008(d)(10)), “without regard to state law” and interference. *See Colo. Springs Nat’l Bank v. United States*, 505 F.2d 1185, 1189 (10th Cir. 1974) (“Under the rulings of the Comptroller of the Currency, a bank may issue credit cards.”); *United States v. Phila. Nat’l Bank*, 374 U.S. 321, 326 n.5 (1963) (listing “bank credit cards” among the “principal banking ‘products’” for a national bank).

Capital One offers standard credit cards products and agreements nationwide, and is able to do so seamlessly precisely because it does *not* have to create different terms, different credit contracts, and different rates and fees for different states. The Amended Complaint’s Maryland contract law-based claim significantly interferes with Capital One’s credit card lending powers by

mandating a different approach for Maryland borrowers. This would upend millions of existing accounts and cardholder agreements in that state, creating unnecessary complexity and uncertainty for the operation of Capital One’s national credit card program and undermining Capital One’s ability to run uniform national credit card lending operations—all things the NBA and OCC regulations give it authority to do.

Moreover, the Amended Complaint raises a separate host of problems in alleging that its theory applies to Capital One cardholders where “the credit card was accepted and first used in Maryland.” Amended Complaint ¶ 17. Even the exercise of applying Maryland contract formation principles to determine which accounts are affected by this application of Maryland law would create conflict and chaos: What about non-Maryland residents who accept and use their cards in Maryland? What about first-use online purchases where the cardholder is physically in Maryland, but the merchant is not? And vice versa? This is exactly the sort of state-by-state interference with national bank loan-making powers that the preemption rule in 12 U.S.C. § 25b(1)(B) was intended to prevent. Indeed, as the Fourth Circuit has explained:

When national banks are unable to operate under uniform, consistent, and predictable standards, their business suffers, which negatively affects their safety and soundness. The application of multiple, often unpredictable, different state or local restrictions and requirements prevents them from operating in the manner authorized under Federal law, is costly and burdensome, interferes with their ability to plan their business and manage their risks, and subjects them to uncertain liabilities and potential exposure. In some cases, this deters them from making certain products available in certain jurisdictions.

Nat’l City Bank of Ind. v. Turnbaugh, 463 F.3d 325, 332–33 (4th Cir. 2006) (holding NBA and OCC regulations preempted state laws that, among other things, permitted Maryland’s Commissioner of Financial Regulation to exercise visitorial powers over mortgage lenders); *see also Barnett Bank*, 517 U.S. at 33 (“[N]ormally Congress would not want States to forbid, or to impair significantly, the exercise of a power that Congress explicitly granted.”).

Issuing credit cards and the features of such cards, including the “terms of the obligation” as reflected in “loan agreement[s],” are “a part of banks’ expressly-authorized lending function.” OCC Inter. Ltr. 827, 1998 WL 295634, at *1–2 (Apr. 3, 1998). Dr. Strange’s theory “prevents or significantly interferes” with the exercise of long-recognized, indisputable powers of a national bank: to issue credit cards, to set their terms, including interest rates, and to memorialize those terms in credit contracts. *Cf. Baptista v. JPMorgan Chase Bank, N.A.*, 640 F.3d 1194, 1198 n.2 (11th Cir. 2011) (holding preempted state law barring banks from imposing check-cashing fees on those without accounts where OCC regulations had “the significant objective of . . . allow[ing] national banks to charge fees and [allowing] banks latitude to decide how to charge them”). The Amended Complaint’s claims are preempted for this additional reason too.

D. The Derivative Declaratory Judgment Claim Fails.

A request for a declaratory judgment pursuant to 28 U.S.C. § 2201 is not a standalone cause of action. *CGM, LLC v. BellSouth Telecommc’ns, Inc.*, 664 F.3d 46, 55–56 (4th Cir. 2011) (where “substantive claims fail,” a “Declaratory Judgments Act claim” fails). Because Dr. Strange’s NBA Section 86 claim fails, and her reading of *Johnson* cannot topple the entire Customer Agreement, the declaratory relief claim fails too.

V. CONCLUSION

For all these reasons, Capital One respectfully requests that the Court enter an order dismissing the Amended Complaint without leave to amend. Dr. Strange has already had a chance to respond to the dispositive legal arguments here, did not request leave to amend to address them, and amendment would be futile. *See* Amended Complaint ¶ 88; Brandriss Decl. ¶ 3; *Katyle v. Penn. Nat’l Gaming, Inc.*, 637 F.3d 462, 471 (4th Cir. 2011) (district court may deny leave to amend where such amendment would be futile).

Dated: January 30, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on January 30, 2026, upon all parties in this matter who have entered their appearance via this Court's ECF system.

/s/ Patrick J. Curran Jr.

Patrick J. Curran Jr.

5. Attached as **Exhibit B** is a true and correct copy of certain communications and disclosures provided to Dr. Strange when she opened her account, including a letter dated February 10, 2024; a Credit Score Disclosure Notice dated February 10, 2024; and Capital One Account Terms for Dr. Strange's account.

6. Attached as **Exhibit C** are true and correct copies of a selection of Capital One Savor One monthly account statements provided to Dr. Strange, which were due on May 27, 2024; June 27, 2024; July 27, 2024; July 27, 2025; and October 27, 2025.

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

Executed on January 29, 2026.


Barbara Kurkowski

EXHIBIT A

Capital One® Customer Agreement

Welcome to Capital One

Thank you for opening a credit card account with us. This Customer Agreement including any changes to it (“Agreement”) contains the terms of your agreement with Capital One.

Definitions

The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, “you” and “your” mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. “We,” “us,” “our,” and “Capital One” mean Capital One, National Association; and its agents, authorized representatives, successors, and assignees.

Account Documents

The following documents govern your *Account* with us:

- (1) this Agreement;
- (2) all *Statements*;
- (3) any rewards program terms, conditions, and disclosures;
- (4) any privacy notices;
- (5) your *Card* benefits brochure which describes benefits provided by the *Payment Card Network* for your *Account*;
- (6) all disclosures and materials provided to you before or when you opened your *Account*;
- (7) any other documents and disclosures relating to your *Account*, including those provided online; and
- (8) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

Account Information

We need information about you to manage your *Account*. This includes:

- (1) your legal name;
- (2) a valid U.S. mailing address and residential address (if different);
- (3) your date of birth;
- (4) your Social Security number or other government identification number;
- (5) your telephone number(s); and
- (6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents to verify any changes.

We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

Your Revolving Credit Line and Spending

We will tell you your initial revolving credit line when you open your *Account*. We may increase or decrease your revolving credit line at any time without prior notice to you, unless notice is required by law, and we may limit or take away the credit available for *Cash Advances*. You can find your current revolving credit line on your *Statement*. We may not authorize transactions in excess of your revolving credit line. We may consider each transaction that may cause you to exceed your revolving credit line based on several factors, including your performance on this *Account* and other credit accounts you have with us and your performance with other creditors. If we do authorize transactions in excess of your revolving credit line, they will be subject to this Agreement. They will not result in an increase of your revolving credit line.

Using Your Account

- (1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
- (2) You must sign the *Card* immediately when you receive it.
- (3) You must return the *Card* to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your *Card*, *Access Checks* and *Account*.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your revolving credit line or your *Account* is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
- (8) Unless we tell you otherwise, we will bill each transaction to the applicable *Segment* of your *Account*. We will apply it against your available credit for that *Segment*.
- (9) You may obtain *Cash Advances* and *Transfers* as permitted for your *Account*. You may not use these to pay any amount you owe us or any other company in the Capital One organization.
- (10) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.
- (11) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Rewards

Your *Account* may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

Access Checks

We may provide you with *Access Checks*. If we do, we will tell you at the time if we consider them purchases, *Cash Advances* or *Special Transfers*.

Only the person we designate may use *Access Checks*. You may not use them to pay any amount you owe us or any other company in the Capital One organization. We may reject and not pay any *Access Check* if:

- (1) your *Account* is past due, charged off, bankrupt, lost/stolen or closed;
- (2) we suspect fraud;
- (3) your *Account* is over the revolving credit line; or
- (4) the check has expired, is damaged or cannot otherwise be processed.

Our liability if we do not pay an *Access Check* will never be more than (1) your actual damages or (2) the amount of the *Access Check*, whichever is less.

Use of an *Access Check* is not the same as using your *Card*. When you use an *Access Check*, you will have fewer rights to dispute merchant transactions than with uses of your *Card*. Please see the “Billing Rights Summary” on your *Statement* and your other *Truth-in-Lending Disclosures* for more information.

Stopping Payment of Access Checks

You may request a stop payment on any *Access Check* by contacting Customer Service.

We will have a reasonable amount of time after your stop payment request to research and complete the stop payment. We will not be responsible if we cannot complete the stop payment. Reasons include:

- (1) the *Access Check* was already paid;
- (2) you do not give us the information we asked for; or
- (3) the information you gave us was incorrect.

We do not have to release the stop payment order unless the account holder who made the request asks us to. If we re-credit your *Account* after a valid stop payment order, you give us all of your rights against the payee or other holder of the paid *Access Check*. You also agree to help us in any legal action we may later take against the payee or other holder of the check.

Using a PIN

We may give you a personal identification number (PIN). For security reasons, you may have to provide the PIN before you are able to use your *Card*.

Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your *Card*. If you lose your *Card* or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service immediately.

Authorized Users

If you ask us to issue a *Card* to any other person,

they are an *Authorized User*. We may require certain information about them. We may limit their ability to use your *Card*. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want, or agree to, that use.

Removing an Authorized User

If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service and request their removal. You also must immediately destroy all *Cards* in their possession and cancel any arrangements they may have set up on your *Account*. They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later.

Authorized Users may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

Your Promise to Pay

You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual *Card* (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

Statements

We will generally send or make available to you one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement*, or may prohibit us from doing so.

Disputed Transactions

You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the “Billing Rights Summary” on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

- (1) give us any information about the disputed transaction, if we ask;
- (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
- (3) help us get reimbursement from others.

No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card* beyond your rights described in the “Billing Rights Summary” on your *Statement*.

Lost or Stolen Card

If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Interest Charges and Fees

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and other *Truth-in-Lending Disclosures*. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you paid the total balance across all *Segments* of your *Account* in full by the due date on your *Statement* each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Truth-in-Lending Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Truth-in-Lending Disclosures*.

Membership Fee

If your *Account* has a membership *Fee*, we may charge the first membership *Fee* either on the day you activate your *Card* or on the day when you use your *Account*, whichever occurs first. If your *Account* terms include a \$0 introductory *Fee*, we may charge the first *Fee* when the introductory period ends. If it is an annual *Fee*, we may then charge it approximately once per year. If it is a monthly *Fee*, we may charge it each *Billing Cycle*.

Late Payment Fee

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

Returned Payment Fee

We may charge you this *Fee* each time your financial institution for any reason rejects a payment you make to us.

Stop Payment Fee

We may charge you this *Fee* each time you ask us to (1) stop payment on an *Access Check* or (2) renew an existing stop payment order.

Cash Advance Fee

We may charge you this *Fee* each time you take out a *Cash Advance*. We will treat this *Fee* as a *Cash Advance* transaction.

Transfer Fee

We may charge you this *Fee* each time you make a *Transfer*. We will charge the *Fee* to the same *Segment* where we post the *Transfer*.

Transactions Made in Foreign Currencies

If you make a transaction in a foreign currency, the *Payment Card Network* will convert it into a U.S. dollar amount. *The Payment Card Network* will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your *Statement*. We do not adjust the currency exchange rate or charge any currency conversion *Fees*.

Minimum Payment

You must pay us at least the minimum payment amount by the payment due date. Your *Statement* will tell you:

- (1) the minimum payment due,
- (2) your new balance,
- (3) the payment due date, and
- (4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

Other Payment Services

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

Your *Account* may have *Segments* with different Annual Percentage Rates (APR). For example, purchases may have a lower APR than *Cash Advances*. If your *Account* has *Segment* balances with different APRs, here is how we apply payments in a *Billing Cycle*:

- (1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.
- (2) We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations, or special instructions to:

Capital One
PO Box 1330
Charlotte, NC 28201-1330

This includes *Items* marked “Paid in Full” or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

Account Default

You will be in default if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you file or become the subject of a bankruptcy or insolvency proceeding;
- (4) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (5) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- (6) you do not comply with any term of this Agreement or any other agreement with us; or
- (7) you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Truth-in-Lending Disclosures*;
- (2) close or suspend your *Account*;
- (3) lower your revolving credit line;
- (4) demand that you immediately pay the total balance owing on your *Account*;
- (5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
- (6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*.

You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *Account* may be reflected in your credit report. Information we provide may appear on your and the *Authorized Users'* credit reports.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at PO Box 30281, Salt Lake City, UT 84130-0281. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Glossary

- **“Access Check”** means any check we send to you to access credit from your *Account*. We may also refer to an *Access Check* as a “convenience check” or a “purchase check”.
- **“Account”** means your *Card Account* with us.
- **“Authorized User”** means a person who may use the *Card*, but is not responsible for the repayment of the *Account*.
- **“Balance Transfer”** means a *Transfer* posted to the purchase *Segment* of your *Account* unless otherwise described in your *Truth-in-Lending Disclosures*.
- **“Billing Cycle”** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a “March *Billing Cycle*” will have a closing date in March. We may also refer to a *Billing Cycle* as a “Billing Period”. If your *Account* balance has charged off, we may switch to quarterly *Billing Cycles* for your *Account*.
- **“Card”** means any Capital One credit card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.

- **“Cash Advance”** means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers. We post *Cash Advances* to the *Cash Advance Segment* of your *Account* and not to your purchase *Segment*.
- **“Fees”** means charges imposed on your *Account* not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your *Account* based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments. This does not include an *Access Check*.
- **“Payment Card Network”** means the network provider displayed on your *Card*. This may be Visa Inc., MasterCard International Incorporated, or any other network provider.
- **“Segments”** means the different parts of your *Account* we may establish that are subject to unique APRs, pricing, or other terms. We create these parts of your *Account* for such things as your purchases, *Balance Transfers*, *Cash Advances* and *Special Transfers*. The sum of your *Segment* balances equals your total *Account* balance.
- **“Special Transfer”** means a *Transfer* posted to a *Segment* of your *Account* that is not your purchase *Segment* or *Cash Advance Segment*.
- **“Statement”** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a “Periodic *Statement*” or a “Billing *Statement*”.
- **“Transfers”** means amounts transferred from other accounts to this *Account* and includes *Balance Transfers* and *Special Transfers*.
- **“Truth-in-Lending Disclosures”** means disclosures that the federal Truth in Lending Act and Regulation Z require for any *Account*. This includes your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements*, and change in terms notices.



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EXHIBIT B



P.O. Box 31290
Salt Lake City, UT 84131-0290

February 10, 2024

Lynn Strange
[REDACTED]

Re: [REDACTED]
Creditor: Capital One N.A.

Dear Lynn Strange,

Great news, you've been approved for a credit card issued by Capital One with a **\$2000 credit limit**. You should receive a **Welcome Kit** with your new card soon.

Check out the following pages of this letter for your **Annual Percentage Rate (APR) and other account details**.

When your card arrives, **log in or enroll for online access at www.capitalone.com** to set up your account, alerts and preferences.

Thanks for choosing Capital One.

Sincerely,

Capital One
Customer Care Team

See reverse side for credit score information

CREDIT SCORE DISCLOSURE NOTICE

Capital One

Your Credit Score and the Price You Pay for Credit

YOUR CREDIT SCORE

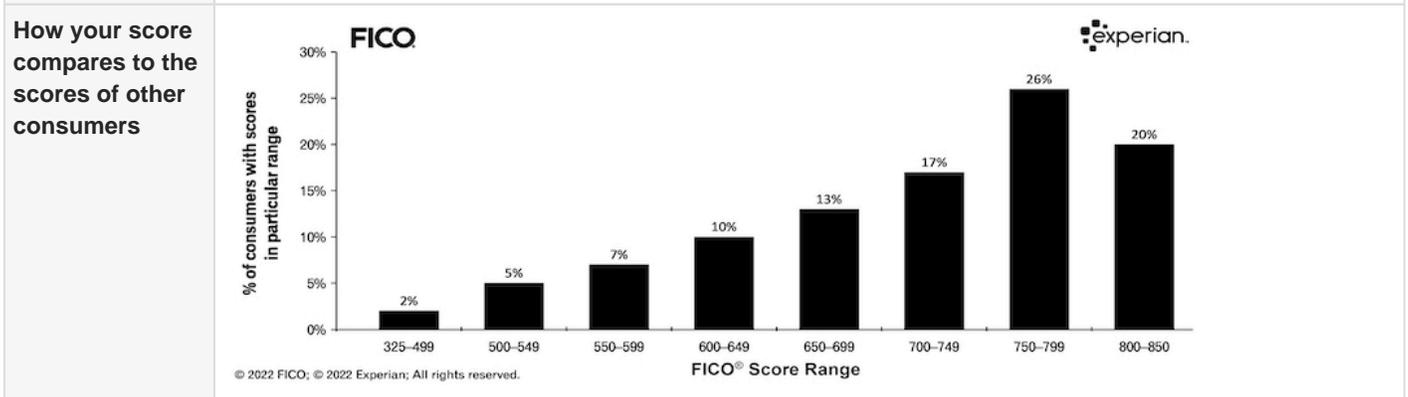
Your credit score ██████
 Source: Experian Date: 02/10/2024

UNDERSTANDING YOUR CREDIT SCORE

What you should know about credit scores
 Your credit score is a number that reflects the information in your credit report.
 Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
 Your credit score can change, depending on how your credit history changes.

How we use your credit score
 Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

The range of scores
 Scores range from a low of 325 to a high of 850.
 Generally, the higher your score, the more likely you are to be offered better credit terms.



CHECKING YOUR CREDIT REPORT

What if there are mistakes in your credit report?
 You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.
 It is a good idea to check your credit report to make sure the information it contains is accurate.

How can you obtain a copy of your credit report?
 Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.
 To order your free annual credit report:
 By telephone: Call toll-free 1-877-322-8228
 On the web: Visit <https://www.annualcreditreport.com>
 By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <https://www.ftc.gov/bcp/online/include/requestformfinal.pdf>) to:

Annual Credit Report Request Service
 P.O. Box 105281
 Atlanta, GA 30348-5281

How can you get more information?
 For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at <https://www.consumerfinance.gov/learnmore>

CAPITAL ONE® ACCOUNT TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Transfers	30.74%. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	30.74%. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None.
Transaction Fees	
• Transfer	4% of the amount of each transferred balance that posts to your account at a promotional APR that we may offer you. None for balances transferred at the Transfer APR.
• Cash Advance	Either \$5 or 5% of the amount of each cash advance, whichever is greater.
Penalty Fees	
• Late Payment	Up to \$40.

How Do You Calculate My Balance?

We use a method called “average daily balance (including new transactions).” See “How Do You Calculate The Interest Charge?” section below.

What Are My Billing Rights?

Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section in the below Additional Disclosures.

Are There Any Other Penalty Fees Associated With This Card That Are Not Listed In The Box Above?

No. There are no additional Penalty Fees associated with this card.

What Will My Transfer Fee Be If I Transfer A Balance?

If you transfer a balance at the Transfer APR, that Transfer will not incur a Transfer Fee. Any transferred balance that posts to your account at a promotional APR that we may offer you will incur a 4% Transfer Fee.

Can You Change My Account Terms?

We can change the terms of your account as permitted by law. When required, we will send you notice before doing so.

How Do You Calculate My Variable Rates?

Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of December, March, June and September. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates on the following segment(s) will be updated quarterly and will take effect on the first day of your January, April, July and October billing periods: Purchase APR: Prime plus 22.24%; Transfer APR: Prime plus 22.24%; Cash Advance APR: Prime plus 22.24%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

What Are The Daily Periodic Rates Used To Calculate My Interest?

The daily periodic rate for your Purchase APR is 0.08422%, Transfer APR is 0.08422%, and Cash Advance APR is 0.08422%. See "How Do You Calculate The Interest Charge?" section in the below Additional Disclosures.

How Do You Calculate My Minimum Payment?

If your balance is less than \$25, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of \$25 or 1% of your balance plus new interest and late payment fees. We will also add any past due amount to your minimum payment. If your Account charges off, the entire balance is due immediately.

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THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

How do I earn rewards?

You will earn 8% cash back on purchases made through the Capital One Entertainment ticketing platform using this Rewards card account, 5% cash back on hotels and rental cars booked through Capital One Travel using this Rewards card account, 3% cash back on dining, qualified entertainment purchases, popular streaming services, purchases made at grocery stores and 1% cash back on all other purchases. Entertainment purchases made through a third party site or by a vendor that does not categorize themselves under one of the qualifying entertainment merchandise category codes will earn 1% cash back. Grocery purchases made at gas stations, convenience stores, warehouse clubs, discount stores, and super stores (or at grocery stores associated with discount stores or super stores) will earn 1% cash back. Earnings will apply to net purchases (purchases minus any credits or returns). Cash advances, balance transfers, and checks used to access your account are not considered purchases and will not earn rewards. Capital One uses merchant category codes to determine if a purchase is within one of the additional cash back categories. This means that sometimes a purchase may not earn additional cash back. For example, some food trucks or food carts may use a merchandise code and restaurants in department stores or hotels may use a merchandise or hotel code instead of a dining code. Additionally some amusement parks may code their online tickets as merchandise instead of entertainment. Capital One is not responsible for merchant category codes used by merchants. All purchases made outside of Capital One Travel such as hotel incidentals, upgrades or other expenses, will not earn the enhanced earn rate, but will receive the standard 1% cash back earn rate.

What is a qualified entertainment purchase?

For the purposes of this product, it is defined as a ticket purchase made at a movie theatre, record store, video rental location (excluding digital streaming and subscription services), tourist attraction, amusement park, aquarium, zoo, dance hall, billiard and pool establishment, bowling alley, commercial sports promoter (professional or semi-professional live sporting events), theatrical promoter, or concert promoter.

What are non-qualifying entertainment purchases?

You won't earn 3% cash back for purchases made at golf courses, country clubs (including membership fees), collegiate sporting events categorized as "universities", charitable organizations that provide live entertainment, amusement park tickets purchased on third-party sites or on entertainment and resort packages categorized as "travel" or "hotel".

What is a qualified streaming purchase?

Streaming includes purchases made from eligible music and video streaming services. Some services, such as Prime Video, AT&T TV and Verizon FIOS On Demand, are excluded, as well as audiobook subscription services and fitness programming.

How do I earn elevated cash back on purchases through Uber during the promotional period?

You will earn 10% cash back on eligible purchases made using the Uber and Uber Eats apps (and dedicated website) with this rewards card account. Purchases that post outside of the offer period, Uber gift cards, and Uber One membership fees are not qualifying purchases and are not eligible for enhanced rewards; however, these purchases will earn the base rewards earn rate previously disclosed under the terms and conditions of your rewards program. This offer is valid for consumer, non-commercial use only. Offer valid for eligible purchases made in the U.S. (U.S. territories may be excluded) between 12:00 a.m. ET, November 15, 2022, through 11:59 p.m. ET, November 14, 2024. Additional terms and Uber terms and conditions apply.

Will my rewards ever expire?

Your rewards are yours for the life of the account—they will not expire. But if your account is closed, you may lose any rewards you have not redeemed.

Is there a limit to the amount of rewards I can earn?

There is no cap to the amount of rewards you can earn on purchases.

How do I redeem my rewards?

You can get your cash back upon request in the form of a statement credit or a check. You can also set up an automatic redemption preference; options include: (1) at a set time each calendar year or (2) when a specific threshold has been reached. Just go online to capitalone.com. You can also redeem for credits for previous purchases, gift cards, and more. Rates for these redemption options may vary and can change in the sole discretion of Capital One. Accounts that are not in good standing (e.g., suspended, restricted, delinquent, or otherwise in default) or closed may have different redemption options or may lose any unredeemed rewards.

What happens if I do not set up an automatic redemption preference?

Until you set up an automatic redemption preference, you will receive your cash back upon your request.

How often can I change my automatic redemption preference?

You may change your automatic redemption preference at any time, but you cannot request an annual redemption to be fulfilled in the same month you make a change. If you have an automatic redemption preference, you may also make upon-request redemptions without interfering with your pre-established automatic redemption preference.

How do I redeem my rewards for new travel reservations?

Go online to travel.capitalone.com to book your flight, car rental or hotel and use your cash back rewards to pay for your travel. If your travel transaction includes taxes, surcharges, and fees, these expenses will be included in the overall calculation to determine how much cash back rewards are required for redemption. Separately itemized travel transactions on your statement cannot be combined for a single redemption. Please note that Capital One has no control over how merchants itemize and charge related transactions.

Is my account eligible to transfer rewards?

Your account may be eligible to transfer rewards. Please be aware that transfers are only permitted between certain Capital One rewards accounts. Not all rewards products are eligible for transfer.

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

With respect to this account, I understand that:

- I am not obligated to accept the card or pay any fee or charge unless I use this card.
- I am bound by the terms of the Capital One Customer Agreement and any changes made to that Agreement.
- I am providing my application information to Capital One, N.A. and its affiliates.
- I am authorizing Capital One to check my consumer report information and my Demand Deposit Account data, such as checking account information, and to verify my employment, income, and/or other application information with third parties.
- I am authorizing Capital One to use consumer report information that it collects for analysis and to otherwise improve the products and services it offers.
- I am authorizing Capital One to verify education-related information in my application and am authorizing my school to release enrollment information for that purpose.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

When Can I Request A Transfer?

You may request a transfer 10 days after your account is opened. Your account may not always be eligible for Transfers. Transfer eligibility is determined by Capital One at our discretion. Transfers between Capital One accounts are not permitted. That means balances cannot be transferred to this account from any other credit card issued by Capital One including, but not limited to cards branded with, Bass Pro Shops CLUB, Cabela's, Kohl's, Sony, GM, BuyPower Card, Union Plus, Walmart and Teamster Privilege.

How Do You Apply My Payment?

We will apply payments up to your minimum payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

How Can I Avoid Paying Interest Charges?

If you pay your statement's "New Balance" in full by the due date each month, we will not charge interest on any new transactions that post to the purchase balance. If you have been paying your account in full without interest charges, but fail to pay your next "New Balance" in full, we will charge interest on the unpaid balance. For cash advances and transfers, we will start charging interest on the transaction date. From time to time, we may give you offers that allow you to pay less than the total balance and avoid interest charges to new transactions that post to your purchase balance. If we do, we will provide details in the specific offer.

How Is The Interest Charge Determined?

Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next Statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next Statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the proper segment of your account. However, we reserve the right to not assess Interest Charges.

How Do You Calculate The Interest Charge?

We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance; for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

Are Unauthorized Use Or \$0 Fraud Liability Claims Subject To Investigation And Verification?

Yes.

REGIONAL DISCLOSURE INFORMATION

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

New York and Vermont Residents: Capital One may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

Puerto Rico Residents: Puerto Rico Residents may request a copy of these disclosures in Spanish.

Residentes de Puerto Rico: Pueden solicitar una copia de este documento en Español.

MILITARY LENDING ACT NOTICE

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To hear this same disclosure and a general description of your payment obligations for this credit card account, please call us toll-free at: 844-788-8999.

During any period in which the Military Lending Act ("the Act") applies to you, no provision of your Cardholder Agreement that is inconsistent with the Act shall apply and your Cardholder Agreement shall be interpreted to comply with the Act.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:

Capital One, P. O. Box 30279, Salt Lake City, UT 84130-0279

In your letter, give us the following information:

- Account information: Your name and account number.

- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us at Capital One, P.O. Box 30279, Salt Lake City, UT 84130-0279 within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

Capital One, P. O. Box 30279, Salt Lake City, UT 84130-0279

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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EXHIBIT C



SAVOR ONE

Payment Information		
Payment Due Date	For online and phone payments, the deadline is 8pm ET.	
Jul 27, 2024		
New Balance	Minimum Payment Due	
\$1,899.83	\$61.00	
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.		
MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	13 Years	\$5,669
\$81	3 Years	\$2,931
Estimated savings if balance is paid off in about 3 years: \$2,738		
If you would like information about credit counseling services, call 888-326-8055.		

Account Summary	
Previous Balance	\$353.93
Payments	- \$165.00
Other Credits	- \$20.79
Transactions	+ \$1,689.27
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$42.42
New Balance	= \$1,899.83
Credit Limit	\$2,000.00
Available Credit (as of Jul 02, 2024)	\$100.17
Cash Advance Credit Limit	\$600.00
Available Credit for Cash Advances	\$100.17

Rewards Summary		Rewards as of: 07/02/2024	
Rewards Balance	\$5.26	Track and redeem your rewards with our mobile app or on capitalone.com	
Previous Balance	Earned This Period	Redeemed this period	
\$2.62	\$23.43	-\$20.79	

Account Notifications

i You can find changes to your Rewards program by logging into your account and navigating to the Rewards FAQ section.

Pay or manage your account at capitalone.com

Customer Service: 800-227-4825

See reverse for Important Information



LYNN STRANGE



Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Jul 27, 2024**

Account ending in 8433

New Balance	Minimum Payment Due	Amount Enclosed
\$1,899.83	\$61.00	\$ _____

Capital One
P.O. Box 71087
Charlotte NC 28272-1087

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



1



02 1899830140000061009

How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date **each month**, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service fewer than 40 days after the annual membership Fee was assessed to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ♦ For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- ♦ For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Transactions

Visit capitalone.com to see detailed transactions.

LYNN STRANGE #8433: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Jun 14	Jun 14	CREDIT-CASH BACK REWARD	-\$20.79
Jun 14	Jun 14	CAPITAL ONE MOBILE PYMTAuthDate 14-Jun	-\$25.00
Jun 18	Jun 18	CAPITAL ONE MOBILE PYMTAuthDate 18-Jun	-\$140.00

LYNN STRANGE #8433: Transactions

Trans Date	Post Date	Description	Amount
May 31	Jun 3	ROSS STORE #475UPPER MARLBORMD	\$179.45
Jun 1	Jun 3	BURLINGTON STORES 1199LARGOMD	\$149.35
Jun 1	Jun 3	LOWES #00702*UPPER MARLBORMD	\$15.44
Jun 1	Jun 3	CHICK-FIL-A #00691BOWIEMD	\$29.42
Jun 2	Jun 3	GIANT 0330BOWIEMD	\$109.00
Jun 2	Jun 3	WAL-MART #1893BOWIEMD	\$191.68
Jun 2	Jun 3	WAL-MART #1893BOWIEMD	\$523.56
Jun 3	Jun 4	BJ'S FUEL #9207CAPITOL HEIGHMD	\$30.22
Jun 4	Jun 5	DD DOORDASH POPEYESLO8559731040CA	\$27.84
Jun 7	Jun 8	WAL-MART #1893BOWIEMD	\$52.90
Jun 7	Jun 8	BJS WHOLESALE #0132BOWIEMD	\$33.97
Jun 14	Jun 15	ADVANCE AUTO PARTS #89DISTRICT HEIGMD	\$149.09
Jun 21	Jun 22	WAWA 8525HANOVERMD	\$17.56
Jun 21	Jun 22	MARSHALLS #0503LANDOVERMD	\$36.52
Jun 21	Jun 24	WENDYS 6617HANOVERMD	\$13.56
Jun 23	Jun 24	GIANT 0347LARGOMD	\$60.13
Jun 26	Jun 27	JOHNS HOPKINS POINT OFBALTIMOREMD	\$25.00
Jun 28	Jun 29	GIANT 0347LARGOMD	\$25.44
Jun 30	Jul 1	POPEYES 4241LANDOVERMD	\$19.14

LYNN STRANGE #8433: Total Transactions **\$1,689.27**

Total Transactions for This Period **\$1,689.27**

Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00

Transactions (Continued)	
Interest Charged	
Interest Charge on Purchases	\$42.42
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$42.42
Totals Year-to-Date	
Total Fees charged	\$0.00
Total Interest charged	\$42.42

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	30.74% P	\$1,678.99	\$42.42
Cash Advances	30.74% P	\$0.00	\$0.00
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.	
L	3 month LIBOR + margin		
D	Prime Rate + margin	The first day of each Billing Cycle	
F	1 month LIBOR + margin		



Protect yourself from scams.
When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit www.capitalone.com/stopscams

530486-EN



SAVOR ONE

Payment Information	
Payment Due Date Jun 27, 2024	For online and phone payments, the deadline is 8pm ET.
New Balance \$353.93	Minimum Payment Due \$25.00
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.	
MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...
Minimum Payment	18 Month(s) \$445
If you would like information about credit counseling services, call 1-888-326-8055.	

Account Summary	
Previous Balance	\$231.37
Payments	- \$1,029.37
Other Credits	- \$21.85
Transactions	+ \$1,173.78
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$353.93
Credit Limit	\$2,000.00
Available Credit (as of Jun 02, 2024)	\$1,646.07
Cash Advance Credit Limit	\$600.00
Available Credit for Cash Advances	\$600.00

Rewards Summary		Rewards as of: 05/31/2024	
Rewards Balance	\$2.62	Track and redeem your rewards with our mobile app or on capitalone.com	
Previous Balance	\$2.07	Earned This Period	\$22.40
		Redeemed this period	-\$21.85

Account Notifications

i You can find changes to your Rewards program by logging into your account and navigating to the Rewards FAQ section.

Pay or manage your account at capitalone.com

Customer Service: 1-800-227-4825

See reverse for Important Information



LYNN STRANGE



Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Jun 27, 2024**

Account ending in 8433

New Balance	Minimum Payment Due	Amount Enclosed
\$353.93	\$25.00	\$ _____

Capital One
P.O. Box 71087
Charlotte NC 28272-1087

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



1



02 0353930686000025003

How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date **each month**, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service fewer than 40 days after the annual membership Fee was assessed to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 1-800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ♦ For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- ♦ For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Transactions

Visit capitalone.com to see detailed transactions.

LYNN STRANGE #8433: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
May 14	May 14	CAPITAL ONE MOBILE PYMTAuthDate 14-May	-\$25.00
May 14	May 14	CAPITAL ONE MOBILE PYMTAuthDate 14-May	-\$206.37
May 16	May 16	CAPITAL ONE MOBILE PYMTAuthDate 16-May	-\$112.00
May 17	May 17	CAPITAL ONE ONLINE PYMTAuthDate 17-May	-\$686.00
May 24	May 24	CREDIT-CASH BACK REWARD	-\$21.85

LYNN STRANGE #8433: Transactions

Trans Date	Post Date	Description	Amount
May 1	May 3	OLIVE GARDEN ZK 002449CAPITOL HEIGHMD	\$149.22
May 3	May 4	MACYS COLUMBIA (MD)COLUMBIAMD	\$85.67
May 3	May 4	JOHNS HOPKINS POINT OFBALTIMOREMD	\$25.00
May 6	May 7	WEGMANS # 40LANHAMMD	\$28.00
May 6	May 7	WEGMANS # 40LANHAMMD	\$38.55
May 7	May 8	BURLINGTON STORES 1199LARGOMD	\$68.84
May 8	May 9	BJS WHOLESALE #0207CAPITOL HEIGHMD	\$75.05
May 9	May 10	TST* RUBYS SOUTHERN KIBowieMD	\$55.12
May 10	May 11	GIANT 0347LARGOMD	\$69.00
May 11	May 13	SHOPPERS FOOD / PHARLARGOMD	\$31.79
May 11	May 13	ROSS STORE #475UPPER MARLBORMD	\$49.78
May 12	May 13	SHOPPERS FOOD / PHARLARGOMD	\$34.11
May 12	May 14	FAMOUS DAVESWALDORFMD	\$138.36
May 18	May 18	AMZN Mktp US*IF4Y81I03Amzn.com/billWA	\$16.13
May 25	May 27	POTOMAC ELECTRIC POWER3023517639DC	\$139.65
May 26	May 27	AsurionWirelessNashvilleTN	\$99.00
May 29	May 30	TARGET 00010066LARGOMD	\$23.39
May 30	May 31	DD DOORDASH CHIPOTLEM855973104OCA	\$25.91
May 31	Jun 1	DD DOORDASH POPEYESL0855973104OCA	\$21.21

LYNN STRANGE #8433: Total Transactions **\$1,173.78**

Total Transactions for This Period **\$1,173.78**

Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00

Transactions (Continued)	
Interest Charged	
Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$0.00
Totals Year-to-Date	
Total Fees charged	\$0.00
Total Interest charged	\$0.00

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	30.74% P	\$0.00	\$0.00
Cash Advances	30.74% P	\$0.00	\$0.00
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.	
L	3 month LIBOR + margin		
D	Prime Rate + margin	The first day of each Billing Cycle	
F	1 month LIBOR + margin		



Protect yourself from scams.
When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit www.capitalone.com/stopscams

530486-EN



SAVOR ONE

Payment Information

Payment Due Date **May 27, 2024**
For online and phone payments, the deadline is 8pm ET.

New Balance **\$231.37** Minimum Payment Due **\$25.00**

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	11 Month(s)	\$267

If you would like information about credit counseling services, call 1-888-326-8055.

Account Summary

Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$231.37
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$231.37
Credit Limit	\$2,000.00
Available Credit (as of May 02, 2024)	\$1,768.63
Cash Advance Credit Limit	\$600.00
Available Credit for Cash Advances	\$600.00

Rewards Summary

Rewards as of: 05/01/2024

Rewards Balance
\$2.07

Track and redeem your rewards with our mobile app or on capitalone.com

Previous Balance	Earned This Period	Redeemed this period
\$0.00	\$2.07	\$0.00

Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at capitalone.com

Customer Service: 1-800-227-4825

See reverse for Important Information



LYNN STRANGE



Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **May 27, 2024**

Account ending in 8433

New Balance **\$231.37** Minimum Payment Due **\$25.00** Amount Enclosed \$ _____

Capital One
P.O. Box 71087
Charlotte NC 28272-1087

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



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How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date **each month**, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

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Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

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P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

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- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023

 Pay online at capitalone.com
 Pay using the Capital One mobile app
  Customer Service 1-800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ♦ For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- ♦ For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Transactions

Visit capitalone.com to see detailed transactions.

LYNN STRANGE #8433: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
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LYNN STRANGE #8433: Transactions

Trans Date	Post Date	Description	Amount
Apr 27	Apr 29	NORDRACKCOM8889666283LOS ANGELESCA	\$63.57
Apr 27	Apr 29	NORDRACKCOM8889666283LOS ANGELESCA	\$31.77
Apr 29	Apr 29	AMZN Mktp US*AY5CV91S3Amzn.com/billWA	\$40.27
Apr 29	Apr 30	TARGET 00010066LARGOMD	\$70.76
May 2	May 2	MSKCC PHYS BILLING646-227-3378NY	\$25.00

LYNN STRANGE #8433: Total Transactions **\$231.37**

Total Transactions for This Period **\$231.37**

Fees

Trans Date	Post Date	Description	Amount
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Total Fees for This Period **\$0.00**

Interest Charged

Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00

Total Interest for This Period **\$0.00**

Totals Year-to-Date

Total Fees charged	\$0.00
Total Interest charged	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	30.74% P	\$0.00	\$0.00
Cash Advances	30.74% P	\$0.00	\$0.00

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	

Account Notifications

- i You can find changes to your Rewards program by logging into your account and navigating to the Rewards FAQ section.
- i Part of the joy of being a Mastercard cardholder is all of the benefits that come with it. Learn all the benefits by going to www.priceless.com/capitalone and explore the features that come with your card.

Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit www.capitalone.com/stopscams

530486-EN



SAVOR

Payment Information

Payment Due Date	For online and phone payments, the deadline is 8pm ET.
Jul 27, 2025	
New Balance	Minimum Payment Due
\$1,992.21	\$68.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	13 Years	\$5,839
\$84	3 Years	\$3,034
Estimated savings if balance is paid off in about 3 years: \$2,805		

If you would like information about credit counseling services, call 888-326-8055.

Account Summary

Previous Balance	\$2,025.29
Payments	- \$71.00
Other Credits	- \$11.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$48.92
New Balance	= \$1,992.21
Credit Limit	\$2,000.00
Available Credit (as of Jul 02, 2025)	\$7.79
Cash Advance Credit Limit	\$600.00
Available Credit for Cash Advances	\$7.79

Rewards Summary

Rewards as of: 07/02/2025

Rewards Balance	Track and redeem your rewards with our mobile app or on capitalone.com	
\$0.82		
Previous Balance	Earned This Period	Redeemed this period
\$11.82	\$0.00	-\$11.00

Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at capitalone.com

Customer Service: 800-227-4825

See reverse for Important Information



LYNN STRANGE



Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Jul 27, 2025**

Account ending in 2078

New Balance	Minimum Payment Due	Amount Enclosed
\$1,992.21	\$68.00	\$ _____

Capital One
P.O. Box 71087
Charlotte NC 28272-1087

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date **each month**, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service fewer than 40 days after the annual membership Fee was assessed to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

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In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
 - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023

Pay online at capitalone.com

Pay using the Capital One mobile app

Customer Service 800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ◆ For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- ◆ For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



330914

Redeem a free \$10 bonus* and save with free coupons—download the Shopping iPhone app and add to Safari!



Scan now to redeem your free \$10 bonus!



*To qualify for the one-time mobile bonus, you must install the Capital One Shopping Mobile app as instructed on your iOS mobile device. You must then enable the iOS Safari mobile extension with full permissions within 7 days of downloading the Capital One Shopping Mobile app and create an account or sign in within a day of enabling the mobile extension. The mobile bonus is currently unavailable for Android devices. The Bonus will be awarded as Capital One Shopping Rewards, and they are subject to the terms of the Rewards program. Additional terms apply.

Transactions

Visit capitalone.com to see detailed transactions.

LYNN STRANGE #2078: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Jun 14	Jun 14	CAPITAL ONE MOBILE PYMT	-\$71.00
Jun 25	Jun 25	CREDIT-CASH BACK REWARD	-\$11.00

LYNN STRANGE #2078: Transactions

Trans Date	Post Date	Description	Amount
------------	-----------	-------------	--------

Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00

Interest Charged

Interest Charge on Purchases	\$48.92
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$48.92

Transactions (Continued)

Totals Year-to-Date	
Total Fees charged	\$0.00
Total Interest charged	\$350.88

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	29.74% P	\$2,001.16	\$48.92
Cash Advances	29.74% P	\$0.00	\$0.00

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	

Account Notifications

- i Please visit capitalone.com for your most current Rewards Program Terms and Conditions. You can also find changes to your Rewards by logging into your account and navigating to the Rewards FAQ section.
- i Part of the joy of being a Mastercard cardholder is all of the benefits that come with it. Learn all the benefits by going to www.priceless.com/capitalone and explore the features that come with your card.

Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit www.capitalone.com/stopscams

530486-EN

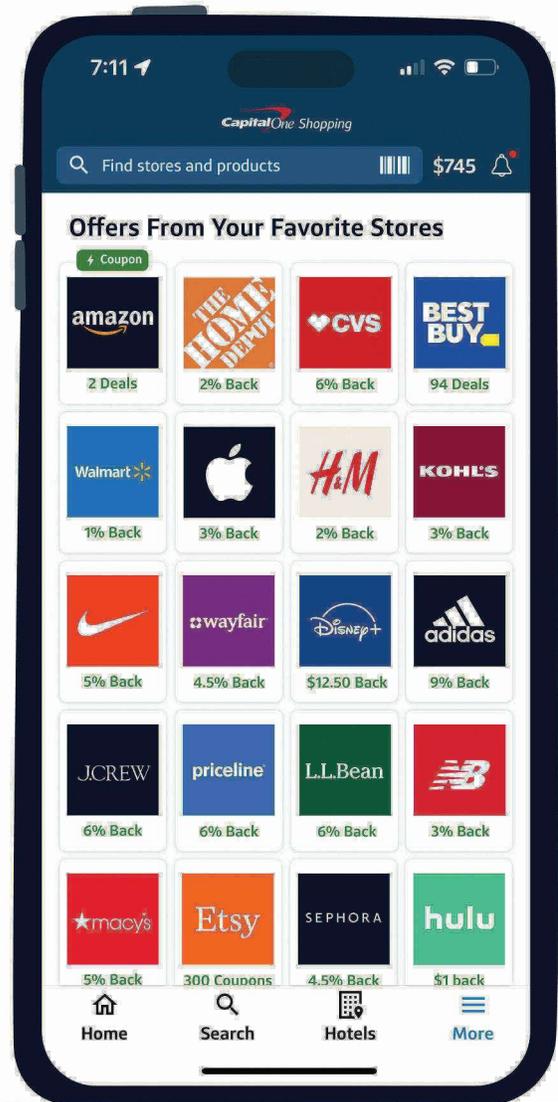


Redeem your free \$10 bonus* and become a super saver!

Just download the Capital One Shopping iPhone app and add to Safari to save with free automatic coupons and redeem your free \$10 bonus!



Scan now  to redeem your free \$10 bonus!



*To qualify for the one-time mobile bonus, you must install the Capital One Shopping Mobile app as instructed on your iOS mobile device. You must then enable the iOS Safari mobile extension with full permissions within 7 days of downloading the Capital One Shopping Mobile app and create an account or sign in within a day of enabling the mobile extension. The mobile bonus is currently unavailable for Android devices. The Bonus will be awarded as Capital One Shopping Rewards, and they are subject to the terms of the Rewards program. Additional terms apply.



SAVOR

Savor Credit Card | World Elite Mastercard ending in 2078
Sep 03, 2025 - Oct 02, 2025 | 30 days in Billing Cycle

Payment Information

Payment Due Date
Oct 27, 2025

For online and phone payments, the deadline is 12 midnight ET, except on the statement closing date when the deadline is 8 p.m. ET.

Upcoming statement closing date:
November 1, 2025

New Balance
\$2,022.37

Minimum Payment Due
\$69.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	13 Years	\$5,905
\$85	3 Years	\$3,070
Estimated savings if balance is paid off in about 3 years: \$2,835		

If you would like information about credit counseling services, call 888-326-8055.

Account Summary

Previous Balance	\$2,045.04
Payments	- \$72.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$49.33
New Balance	= \$2,022.37
Credit Limit	\$2,000.00
Available Credit (as of Oct 02, 2025)	\$0.00
Cash Advance Credit Limit	\$600.00
Available Credit for Cash Advances	\$0.00

Rewards Summary

Rewards as of: 10/02/2025

Rewards Balance \$1.71	Track and redeem your rewards with our mobile app or on capitalone.com	
Previous Balance \$1.71	Earned This Period \$0.00	Redeemed this period \$0.00

Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at capitalone.com

Customer Service: 800-227-4825

See reverse for Important Information



LYNN STRANGE

creditwise

Learn more about your credit score—grab your phone and say:
“Hey Siri/Google, check my credit score on CreditWise”
to login or sign up for CreditWise.

Alternatively, scan this QR code to login or sign up for CreditWise.

Payment Due Date: **Oct 27, 2025**

Account ending in 2078

New Balance	Minimum Payment Due	Amount Enclosed
\$2,022.37	\$69.00	\$ _____

Capital One
P.O. Box 71087
Charlotte NC 28272-1087

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service fewer than 40 days after the annual membership Fee was assessed to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
 - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Pay online at capitalone.com

Pay using the Capital One mobile app

Customer Service 800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

What is the cutoff time to make a same day payment?

- ◆ For online and phone payments, payments submitted by 12 midnight ET will typically post on the same day. However, if you pay your bill on your statement closing date, payments made after 8 p.m. ET will post on the following day. Keep in mind, it may take another business day or longer for credit to be available.
- ◆ For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



330915

Redeem a free \$10 bonus* and save with free coupons—download the Shopping iPhone app and add to Safari!



Scan now to redeem your free \$10 bonus!



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Transactions

Visit capitalone.com to see detailed transactions.

LYNN STRANGE #2078: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Sep 19	Sep 19	CAPITAL ONE MOBILE PYMT	-\$72.00

LYNN STRANGE #2078: Transactions

Trans Date	Post Date	Description	Amount
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Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00

Interest Charged

Interest Charge on Purchases	\$49.33
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$49.33

Totals Year-to-Date

Total Fees charged	\$0.00
Total Interest charged	\$501.74

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	29.49% P	\$2,035.32	\$49.33
Cash Advances	29.49% P	\$0.00	\$0.00

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	

Account Notifications

- i** Please visit capitalone.com for your most current Rewards Program Terms and Conditions. You can also find changes to your Rewards by logging into your account and navigating to the Rewards FAQ section.
- i** Your account has gone over its credit limit. In addition to your required minimum payment, please pay enough to bring your account balance below your credit limit to avoid the possibility of being declined.



Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit
www.capitalone.com/stopscams

530486-EN

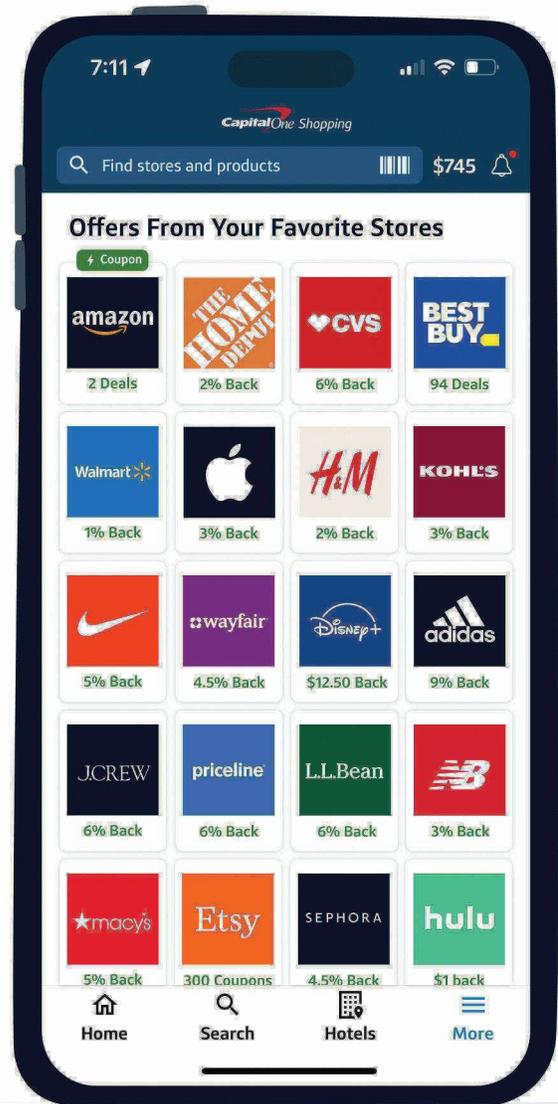


Redeem your free \$10 bonus* and become a super saver!

Just download the Capital One Shopping iPhone app and add to Safari to save with free automatic coupons and redeem your free \$10 bonus!



Scan now  to redeem your free \$10 bonus!



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

LYNN STRANGE, :
 :
 Plaintiff, : Civil Action No.: 25-cv-2711-TDC
 :
 v. :
 :
 CAPITAL ONE, NATIONAL :
 ASSOCIATION, :
 :
 Defendant. :
 :
 _____ :

**DECLARATION OF CHAVA BRANDRISS IN SUPPORT OF
CAPITAL ONE, N.A.'S MOTION TO DISMISS**

I, Chava Brandriss, hereby declare as follows:

1. I am over the age of eighteen and competent to make this Declaration.
2. I am a partner with the law firm of Davis Wright Tremaine LLP, counsel for defendant Capital One, N.A. (“Capital One”) in this matter. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would competently testify to them.
3. In September 2025, Capital One notified Plaintiff Dr. Lynn Strange’s counsel it intended to move to dismiss her then-pending complaint (*see* ECF No. 3). In a draft letter prepared in compliance with the Court’s Notice of Intent to file Motion requirement (*see* Case Management Order of the Hon. Judge Theodore D. Chuang, August 19, 2025, ECF No. 7, § II.A), Capital One informed counsel that Dr. Strange’s claims (brought entirely under Maryland state law) were completely preempted by the National Bank Act (“NBA”) and other federal law, in addition to arguing that *Johnson v. Continental Finance Co.*, 131 F.4th 169 (4th Cir. 2025), does not apply here.

4. After Dr. Strange amended her complaint, Capital One again informed counsel it intended to move to dismiss, and again shared a draft of its Notice of Intent to File Motion to Dismiss with counsel for Dr. Strange. At the pre-motion conference held on December 19, 2025 (ECF No. 25), Dr. Strange's counsel stated to the Court that Dr. Strange did not intend to seek further amendment of the complaint, after having seen Capital One's arguments as set out in Capital One's Notice of Intent to File Motion to Dismiss (ECF No. 23).

5. The current version of Capital One's Customer Agreement, referenced in the accompanying Memorandum of Points and Authorities in support of Defendant Capital One, N.A.'s Motion to Dismiss, can be found at <https://perma.cc/LSJ4-Z9LL>, and is attached as **Exhibit A**.

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

Executed on 30th day of January, 2026.

/s/ Chava Brandriss

Chava Brandriss

Exhibit A

Credit Card Agreement for Consumer Cards in Capital One, N.A.

There are two parts to this Credit Card Agreement: **Capital One Pricing Information** and the **Capital One Customer Agreement**. The **Pricing Information** shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of June 30, 2025. The combination of terms that could apply to you will differ depending on the specific card offer and on your creditworthiness at the time of application. Not all offers will contain introductory rates. The **Customer Agreement** contains important information related to consumer credit cards issued by Capital One, N.A. Please visit www.capitalone.com to view our online credit card offers. If you are a current Capital One cardholder, please log in to your account if you would like to request the Credit Card Agreement for your account(s).

CAPITAL ONE PRICING INFORMATION	
Annual Percentage Rate (APR) for Purchases	Introductory rate of 0% for 9 months. Non-introductory rates between 26.74% and 29.74% . This APR will vary with the market based on the Prime Rate.
APR for Transfers	Non-introductory rates between 26.74% and 29.74% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	Non-introductory rates between 26.74% and 29.74% . This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Annual Fee	None.
Transaction Fees	
• Transfer	3% of the amount of each transferred balance that posts to your account at a promotional APR that we may offer you. None for balances transferred at the Transfer APR.
• Cash Advance	Either \$5 or 5% of the amount of each cash advance, whichever is greater.
Penalty Fees	
• Late Payment	Up to \$40 .

How Do You Calculate My Balance? We use a method called “average daily balance (including new transactions).” See “How Do You Calculate The Interest Charge?” section below.

What Are My Billing Rights? Information on your rights to dispute transactions and how to exercise those rights is provided in “Your Billing Summary” on your Statement and other Truth-in-Lending Disclosures.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

How Do You Calculate My Variable Rates? Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of December, March, June and September. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates on the following segment(s) will be updated quarterly and will take effect on the first day of your January, April, July and October billing periods: Non-Introductory Purchase APR: Prime plus a margin between 19.24% and 22.24%; Non-Introductory Transfer APR: Prime plus a margin between 19.24% and 22.24%; Cash Advance APR: Prime plus a margin between 19.24% and 22.24%. Any increase in the Prime rate may increase your Interest Charges and your Minimum Payment.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Introductory Purchase APR is 0.00000%, Non-introductory Purchase APR is between 0.07326% and 0.08148%, Non-introductory Transfer APR is between 0.07326% and 0.08148%, and Cash Advance APR is between 0.07326% and 0.08148%. See “How Do You Calculate The Interest Charge?” section below.

How Do You Calculate The Interest Charge? We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance; for each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day’s balance, then 2) subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month’s balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: 1) add the daily balances together for each segment, and 2) divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for that segment, and 2) multiply the result by the number of days in the billing period.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

Capital One Customer Agreement

Welcome to Capital One

Thank you for opening a credit card account with us. This Customer Agreement including any changes to it ("Agreement") contains the terms of your agreement with Capital One.

Definitions

The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, "you" and "your" mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. "We," "us," "our," and "Capital One" mean Capital One, National Association; and its agents, authorized representatives, successors, and assignees.

Account Documents

The following documents govern your *Account* with us:

- (1) this Agreement;
- (2) all *Statements*;
- (3) any rewards program terms, conditions, and disclosures;
- (4) any privacy notices;
- (5) your *Card* benefits brochure which describes benefits provided by the *Payment Card Network* for your *Account*;
- (6) all disclosures and materials provided to you before or when you opened your *Account*;
- (7) any other documents and disclosures relating to your *Account*, including those provided online; and
- (8) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

Account Information

We need information about you to manage your *Account*. This includes:

- (1) your legal name;
- (2) a valid U.S. mailing address and residential address (if different);
- (3) your date of birth;
- (4) your Social Security number or other government identification number;
- (5) your telephone number(s); and
- (6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents to verify any

changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

Credit Limits

When you open your *Account*, we will tell you your credit limits. These will also appear on your *Statement*. We may also refer to your credit limits as your credit lines. We may give you different credit limits for the different *Segments* of your *Account*. For example, you may have one credit limit for purchases and a different one for *Cash Advances*.

You are responsible for keeping track of your *Segment* balances and your available credit. You must manage your *Account* to remain below your credit limits. We may honor transactions above your credit limits, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limits.

We may also increase, decrease, restrict or cancel your credit limit on any *Segment* at any time. This will not affect your obligation to pay us.

Using Your Account

- (1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
- (2) You must sign the *Card* immediately when you receive it.
- (3) You must return the *Card* to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your *Card*, *Access Checks* and *Account*.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your *Account* is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
- (8) Unless we tell you otherwise, we will bill each transaction to the applicable *Segment* of your *Account*. We will apply it against your available credit for that *Segment*.
- (9) You may obtain *Cash Advances* and *Transfers* as permitted for your *Account*. You may not use these to pay any amount you owe us or any other company in the Capital One organization.
- (10) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.

(11) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Rewards

Your *Account* may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

Access Checks

We may provide you with *Access Checks*. If we do, we will tell you at the time if we consider them purchases, *Cash Advances* or *Special Transfers*.

Only the person we designate may use *Access Checks*. You may not use them to pay any amount you owe us or any other company in the Capital One organization. We may reject and not pay any *Access Check* if:

- (1) your *Account* is past due, charged off, bankrupt, lost/stolen or closed;
- (2) we suspect fraud;
- (3) your *Account* is over the credit limit; or
- (4) the check has expired, is damaged or cannot otherwise be processed.

Our liability if we do not pay an *Access Check* will never be more than (1) your actual damages or (2) the amount of the *Access Check*, whichever is less.

Use of an *Access Check* is not the same as using your *Card*. When you use an *Access Check*, you will have fewer rights to dispute merchant transactions than with uses of your *Card*. Please see the "Billing Rights Summary" on your *Statement* and your other *Truth-in-Lending Disclosures* for more information.

Stopping Payment of Access Checks

You may request a stop payment on any *Access Check* by contacting Customer Service.

We will have a reasonable amount of time after your stop payment request to research and complete the stop payment. We will not be responsible if we cannot complete the stop payment. Reasons include:

- (1) the *Access Check* was already paid;
- (2) you do not give us the information we asked for; or
- (3) the information you gave us was incorrect.

We do not have to release the stop payment order unless the account holder who made the request asks us to. If we re-credit your *Account* after a valid stop payment order, you give us all of your rights against the payee or other holder of the paid *Access Check*. You also agree to help us in any legal action we may later take against the payee or other holder of the check.

Using a PIN

We may give you a personal identification number (PIN). For security reasons, you may have to provide the PIN before you are able to use your *Card*.

Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your *Card*. If you lose your *Card* or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service immediately.

Authorized Users

If you ask us to issue a *Card* to any other person, they are an *Authorized User*. We may require certain information about them. We may limit their ability to use your *Card*. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want, or agree to, that use.

Removing an Authorized User

If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service and request their removal. You also must immediately destroy all *Cards* in their possession and cancel any arrangements they may have set up on your *Account*. They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later.

Authorized Users may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

Your Promise to Pay

You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual *Card* (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

Statements

We will generally send or make available to you one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement*, or may prohibit us from doing so.

Disputed Transactions

You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

- (1) give us any information about the disputed transaction, if we ask;
- (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
- (3) help us get reimbursement from others.

No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card* beyond your rights described in the “Billing Rights Summary” on your *Statement*.

Lost or Stolen Card

If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Interest Charges and Fees

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and other *Truth-in-Lending Disclosures*. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you paid the total balance across all *Segments* of your *Account* in full by the due date on your *Statement* each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Truth-in-Lending Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Truth-in-Lending Disclosures*.

Membership Fee

If your *Account* has a membership *Fee*, we may charge the first membership *Fee* either on the day you activate your *Card* or on the day when you use your *Account*, whichever occurs first. If your *Account* terms include a \$0 introductory *Fee*, we may charge the first *Fee* when the introductory period ends. If it is

an annual *Fee*, we may then charge it approximately once per year. If it is a monthly *Fee*, we may charge it each *Billing Cycle*.

Late Payment Fee

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

Returned Payment Fee

We may charge you this *Fee* each time your financial institution for any reason rejects a payment you make to us.

Stop Payment Fee

We may charge you this *Fee* each time you ask us to (1) stop payment on an *Access Check* or (2) renew an existing stop payment order.

Cash Advance Fee

We may charge you this *Fee* each time you take out a *Cash Advance*. We will treat this *Fee* as a *Cash Advance* transaction.

Transfer Fee

We may charge you this *Fee* each time you make a *Transfer*. We will charge the *Fee* to the same *Segment* where we post the *Transfer*.

Transactions Made in Foreign Currencies

If you make a transaction in a foreign currency, the *Payment Card Network* will convert it into a U.S. dollar amount. *The Payment Card Network* will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your *Statement*. We do not adjust the currency exchange rate or charge any currency conversion *Fees*.

Minimum Payment

You must pay us at least the minimum payment amount by the payment due date. Your *Statement* will tell you:

- (1) the minimum payment due,
- (2) your new balance,
- (3) the payment due date, and
- (4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of

whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

Other Payment Services

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

Your *Account* may have *Segments* with different Annual Percentage Rates (APR). For example, purchases may have a lower APR than *Cash Advances*. If your *Account* has *Segment* balances with different APRs, here is how we apply payments in a *Billing Cycle*:

- (1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.
- (2) We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations, or special instructions to:

Capital One
PO Box 1330
Charlotte, NC 28201-1330

This includes *Items* marked "Paid in Full" or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

Account Default

You will be in default if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) you file or become the subject of a bankruptcy or insolvency proceeding;
- (5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or

(8) you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Truth-in-Lending Disclosures*;
- (2) close or suspend your *Account*;
- (3) lower your credit limit(s);
- (4) demand that you immediately pay the total balance owing on your *Account*;
- (5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
- (6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*.

You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *Account* may be reflected in your credit report. Information we provide may appear on your and the *Authorized Users'* credit reports.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at PO Box 30281, Salt Lake City, UT 84130-0281. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Glossary

•“**Access Check**” means any check we send to you to access credit from your *Account*. We may also refer to an *Access Check* as a “convenience check” or a “purchase check”.

- **“Account”** means your *Card Account* with us.
- **“Authorized User”** means a person who may use the *Card*, but is not responsible for the repayment of the *Account*.
- **“Balance Transfer”** means a *Transfer* posted to the purchase *Segment* of your *Account* unless otherwise described in your *Truth-in-Lending Disclosures*.
- **“Billing Cycle”** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a “*March Billing Cycle*” will have a closing date in March. We may also refer to a *Billing Cycle* as a “Billing Period”. If your *Account* balance has charged off, we may switch to quarterly *Billing Cycles* for your *Account*.
- **“Card”** means any Capital One credit card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.
- **“Cash Advance”** means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers. We post *Cash Advances* to the *Cash Advance Segment* of your *Account* and not to your purchase *Segment*.
- **“Fees”** means charges imposed on your *Account* not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your *Account* based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments. This does not include an *Access Check*.
- **“Payment Card Network”** means the network provider displayed on your *Card*. This may be Visa Inc., MasterCard International Incorporated, or any other network provider.
- **“Segments”** means the different parts of your *Account* we may establish that are subject to unique APRs, pricing, or other terms. We create these parts of your *Account* for such things as your purchases, *Balance Transfers*, *Cash Advances* and *Special Transfers*. The sum of your *Segment* balances equals your total *Account* balance.
- **“Special Transfer”** means a *Transfer* posted to a *Segment* of your *Account* that is not your purchase *Segment* or *Cash Advance Segment*.
- **“Statement”** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a “*Periodic Statement*” or a “*Billing Statement*”.
- **“Transfers”** means amounts transferred from other accounts to this *Account* and includes *Balance Transfers* and *Special Transfers*.
- **“Truth-in-Lending Disclosures”** means disclosures that the federal Truth in Lending Act and Regulation Z require for any *Account*. This includes your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements*, and change in terms notices.



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