SCHEDULE 2: LONG FORM NOTICE

LONG FORM NOTICE OF CERTIFICATION OF CAPITAL ONE DATA BREACH CLASS ACTION AND SETTLEMENT APPROVAL HEARING

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

NOTICE TO ALL CLASS MEMBERS: If you are a Canadian resident outside of Québec who applied for or was issued a Capital One credit card and you received a letter from Capital One notifying you that your information may have been subject to unauthorized access in the Data Breach (described below), you are a "**Class Member**".

CERTIFICATION: A class action was commenced in the Supreme Court of British Columbia against Capital One Financial Corporation, Capital One Bank (USA), National Association and Capital One Bank (Canada Branch) (collectively, "**Capital One**") seeking damages on behalf of Class Members in relation to a 2019 incident involving unauthorized access by an outside individual to certain types of personal and other information of Capital One credit card applicants and Capital One customers located in Canada (the "**Data Breach**"). This Notice is to inform you that the Supreme Court of British Columbia (the "**Court**") **certified this proceeding as a class action** on June 3, 2022, and that the parties have entered into a proposed settlement as described below.

PROPOSED SETTLEMENT: The parties have entered into a settlement agreement (the "**Settlement Agreement**") which is subject to court approval. Capital One does not admit and denies any wrongdoing or liability. The proposed Settlement will not become final unless and until it is approved by the Court following a settlement approval hearing to be held on September 22, 2026 at the courthouse at 800 Smithe Street, Vancouver, British Columbia. You may attend the virtual settlement approval hearing but are not required to do so. Please check www.capitalone2019classaction.ca for additional information, including how to attend the virtual settlement approval hearing.

This Notice addresses both the certification of the class action and the proposed settlement, and explains your rights, including your right to opt out. This Notice summarizes the Settlement's key terms, including benefits to Class Members, and the rights and obligations of all parties. If there is any conflict between this Notice and the Settlement Agreement, which is also accessible on the Settlement Website, the Settlement Agreement governs. Terms that are defined in the Settlement Agreement have the same meaning in this Notice.

You must now decide whether you want to remain a member of the **certified class action** or whether you wish to exclude yourself by opting out and thereby preserve your right to individually sue Capital One for claims related to the Data Breach. If you decide to be part of the class action then you are part of the proposed Settlement, and if the Court approves the proposed Settlement, you will be entitled to the benefits described below. However, you will give up any right you may have, now or in the future, to sue Capital One for claims related to the Data Breach. If you decide to exclude yourself by "opting out" of the class action you will not be entitled to the benefits of the Settlement, but you will retain your right to sue Capital One for claims related to the Data Breach. Please read this Notice carefully before you make your decision. If you have any questions, please contact Class Counsel, identified below, or visit www.capitalone2019classaction.ca.

RIGHT TO OPT OUT: If you wish to be excluded from this class action, you must complete the **Opt-Out Form** (available at www.capitalone2019classaction.ca) If your opt-out form is not received by September 11, 2026, you will be a member of the class and bound by the settlement (if it is approved).

SUMMARY OF SETTLEMENT BENEFITS

If the Court approves the Settlement Agreement, Capital One will pay $35,000,000 (thirty-five million dollars), hereafter the "**Settlement Fund**", to, among other things, settle the claims of the Class Members, pay the Legal Fees and Disbursements and pay the Administrative Expenses for Settlement administration, in exchange for a release of all claims made or that could have been made in the class action and a dismissal of the class action.

Class Members shall submit Claim Forms to the Claims Administrator, who will determine the amounts to be distributed to Class Members from the Settlement Fund, in full and final settlement of their claims. The amount remaining from the Settlement Fund, after deductions for Legal Fees and Disbursements and taxes thereon, Administrative Expenses for Settlement administration, and any honorarium for the named Plaintiff (the "**Net Settlement Fund**"), shall be available to fund claims made in the following three categories:

(a) **"Category A"** claims for **Out-of-Pocket Costs:** Class Members may claim for out-of-pocket costs which are fairly traceable to the Data Breach including preventative measures (such as obtaining credit monitoring services, insurance or credit freezes) and unreimbursed losses related to identity theft, falsified tax returns, or other alleged wrongdoing. Each Class Member who submits a Claim Form for valid Out-of-Pocket Costs (as determined by the Claims Administrator) shall receive a payment for their valid Out-of-Pocket Costs to a maximum of $25,000.00.

(b) **"Category B"** claims for **Wasted Time and Inconvenience:** Class Members may claim the amount of $25 per hour for each hour spent responding to the Data Breach, up to 5 hours or $125 for class members whose SIN was not compromised in the Data Breach ("**Non-SIN Members**"), and up to 8 hours or $200 for class members whose SIN was compromised in the Data Breach ("**SIN Members**"). All class members who make valid Category B claims will be eligible to receive a "top up" payment for wasted time and inconvenience of $75 (bringing the maximum payable under Category B for Non-SIN Members to $200 and for SIN Members to $275); and

(c) **"Category C"** claims for **Annual Credit Card Fees:** All Annual Fee Class Members (as defined in the Settlement Agreement) shall be eligible to receive an amount of up to $50 upon submission of a valid claim.

You cannot make a claim until after the Settlement is approved and the claims period begins. You should monitor the Settlement Website and check it regularly at www.capitalone2019classaction.ca for the latest information on the status of the Settlement and the details and deadline for making a claim. The claims period commencement date is described later in this notice.

Other limitations and qualifications may apply. Please consult the "Understanding the Settlement" section below or contact a lawyer or Class Counsel if you have questions.

WHAT MUST YOU DO NOW

You must decide now if you want to be part of the proposed Class, so that if the Court approves the Settlement you can take advantage of the benefits described above, or whether you want to exclude yourself by "opting out" from the Class and retain your right to sue Capital One for claims related to the Data Breach. If you do not exclude yourself by "opting out", you can still file an objection to the proposed Settlement. Your options, and how to exercise them, are described below.

YOUR OPTIONS IN THIS SETTLEMENT AND HOW TO EXERCISE THEM		
I want to be part of the class and the proposed Settlement	You do not need to do anything right now, but you must make a claim under the Settlement once it is approved. If the Court approves the Settlement, you will be eligible to claim benefits through the procedures described below. However, you will give up your individual right to sue Capital One for claims related to the Data Breach. If the Court does not approve the settlement, then you will continue to be a class member and the action will continue to proceed to trial.	No deadline
I want to exclude myself from this Settlement	If you do not want to be part of the class action or the Settlement, you can opt out by completing the Opt-Out Form, which is available at www.capitalone2019classaction.ca. You must send a copy of the completed Opt-Out Form electronically to www.capitalone2019classaction.ca or by email to info@capitalone2019classaction.com. Your request must be sent via email no later than the deadline. If you choose to exclude yourself, you will not be entitled to any of the Settlement benefits, but you will keep your individual right to sue Capital One for claims related to the Data Breach. See **Question 10** below for additional details regarding the Opt-Out Process.	Deadline: Sept.11, 2026

I want to object or comment on the Settlement	The process you must follow for filing and serving objections is described below in the "Understanding the Settlement" section. You may also ask to speak in Court at the settlement approval hearing about the proposed Settlement if you file a timely objection and submit a timely notice of your intention to appear at the settlement approval hearing. Instructions are below in the "Understanding the Settlement" section.	Deadline: Sept. 11, 2026

UNDERSTANDING THE SETTLEMENT AND YOUR RIGHT TO OPT OUT OF THE CLASS

I. Basic Questions

1. Why am I getting this Notice?

The Court authorized this Notice because this action was certified as a class action on June 3, 2022, and has settled subject to court approval. If you fall within the definition at the beginning of this form, you are a Class Member unless you exercise your right to opt out of the class action. If you opt out of the class action you reserve your right to sue Capital One for claims relating to the Data Breach but you will not receive the benefits of the proposed Settlement. The Notice explains the proposed Settlement and your right to opt out of the class action, and helps you understand all of your options before the Court decides whether or not to approve the Settlement.

Your receipt of Settlement benefits, including cash payments, depends on the Court's final approval of the Settlement and the resolution of any appeals in favor of approval of the Settlement.

Please be patient and check the Settlement Website at www.capitalone2019classaction.ca regularly. If you require any additional information regarding the proposed Settlement, please contact your lawyer or Class Counsel. Do not contact Capital One or the Court regarding the details of this Settlement.

2. What is this lawsuit about?

This certified class action and proposed settlement resolves litigation against Capital One, alleging that Capital One experienced a data breach between March 12 and April 21, 2019 because they had inadequate data security measures in place to protect credit card holders' personal information. The Plaintiff claims that he and other class members were injured as a result. Capital One denies that it has violated any law or engaged in any wrongdoing, and believes it has meritorious defenses to all of the claims raised in this litigation. The parties have agreed to resolve these matters before these issues are decided by the Court.

You can read the Amended Notice of Civil Claim by visiting www.capitalone2019classaction.ca.

3. Why is there a Settlement?

A settlement is an agreement between a plaintiff (or multiple plaintiffs) and a defendant (or multiple defendants) to resolve a lawsuit. Settlements end all or part of a lawsuit without a trial and without the court or a jury ruling in favor of either side. All parties in the lawsuit agree to a settlement to avoid the cost and risk of further litigation, including a potential trial, and to afford class members benefits in exchange for releasing the defendant from liability. This proposed Settlement does not mean that Capital One broke any laws or did anything wrong, and the Court did not decide which side was right.

4. How was this Settlement reached?

The Plaintiff and Capital One reached this Settlement after extensive arms-length negotiations regarding the substance and procedure of a possible national class action settlement excluding Quebec residents.

5. What options do I have now?

You may exclude yourself from the Settlement by "opting out" of this class action. If you intend to remain in the class action, you may write to object to the Settlement, or you may do nothing.

Please consult the table on **page 2** on how to exercise each option, as well as the time by which you must do so.

6. What is a class action?

A class action is a representative action or lawsuit in which one or more plaintiffs (also called "representative plaintiffs") sue a defendant(s) on behalf of other, unnamed people with similar claims. All of these people together are the "Class" or "Class Members." If the Court certifies the proceeding as a class action, then the matter will go forward to trial unless it settles.

7. What am I giving up in exchange for receiving the Settlement's benefits?

If the Settlement becomes final and you have not opted out, you will be eligible for the benefits described in this Notice. In exchange for having those benefits available to you, you will give up your right to sue Capital One for claims related to the Data Breach.

II. Who is in the Settlement?

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

You are a Class Member if you are a Canadian resident who applied for or was issued a Capital One credit card and you received a letter from Capital One notifying you that your information may have been subject to unauthorized access in the Data Breach. If Capital One notified you that your Social Insurance Number ("**SIN**") was breached, you are a "**SIN Class Member**". If Capital One did not notify you that your SIN was breached, you are a "**Non-SIN Class Member**". If you paid an annual credit card fee to Capital One during the period July 31, 2013 to July 31, 2019, you are an "**Annual Fee Class Member**".

III. Understanding the Settlement

9. When will the Settlement get finally approved?

The Court has set a date of September 22, 2026 for the Approval Hearing. The hearing will take place at 800 Smithe Street, Vancouver, British Columbia. At the hearing, the Court will consider arguments and evidence as to whether the Settlement is fair, reasonable, and in the best interest of the Class Members and whether Class Counsel's fees, disbursements and taxes and the plaintiff's proposed honorarium should be approved. We anticipate that the Court will decide whether to approve the Settlement at the Approval Hearing or soon after. You should monitor the Settlement Website for the latest information on the status of the Settlement.

10. What if I do not want to participate in the settlement?

If you do not want to participate in the Settlement, then you must opt out of the class action by completing the Opt-Out Form, which is available at www.capitalone2019classaction.ca and send it back to the Claims Administrator.

You must send your completed Opt-Out Form electronically to www.capitalone2019classaction.ca or via email to info@capitalone2019classaction.com no later than September 11, 2026.

11. If I am part of the Settlement, can I sue Capital One for the same claims later?

No. Unless you opt out of the class action, you give up the right to sue Capital One for any claims relating to the Data Breach.

12. If I am not part of the Settlement, can I still get the benefits from the Settlement?

No. If you elect to opt out of the class action, you will not be entitled to any benefits under the Settlement.

13. If I opt out and pursue my own case, can I get a larger recovery?

If you opt out of the class action, you can sue Capital One individually in relation to the Data Breach. However, you

would not be guaranteed a larger recovery and may ultimately receive less than the benefits provided for under the Settlement. No result can be predicted with certainty, and all alternative legal actions take additional time and may be subject to offsets or deductions for lawyers' fees and costs. This Settlement is designed to provide benefits that are certain, not subject to the delay and risk of trial and appeal, and not reduced by fees or costs.

14. Do I have a lawyer in this case?

Yes. The Court appointed Charney Lawyers PC and Dusevic & Garcha as Class Counsel to represent you and the other Class Members.

Charney Lawyers PC
150 Bloor Street West, Suite 604
Toronto, ON M5S 1S4
Phone: (416) 964-7950
e-mail: info@charneylawyers.com

Dusevic & Garcha,
#210-4603 Kingsway,
Burnaby, BC V5H 4M4

If you want to be represented by your own lawyer, you may hire one at your expense.

15. Who will pay the lawyers?

Class Counsel will be asking that the Court approve legal fees of 25% of $35,000,000, plus disbursements and applicable taxes, in accordance with the contingency fee agreement.

Class Counsel will also be asking that the Court approve an honorarium of $5,000 to be awarded to the named Plaintiff in recognition of the role he played as representative plaintiff in this litigation.

16. Can I tell the Court if I object to the settlement?

If you do not opt out of the class action, you are a Class Member and you (or your lawyer) may object in writing to the proposed Settlement. The Court will consider your views. If you wish to make a written submission to the Court indicating you are in favour of the Settlement or objecting to the Settlement you must send your submission in writing by email to the Claim Administrator at info@capitalone2019classaction.com and ensure they are received no later than September 11, 2026. The Claims Administrator will provide all submissions to the Court, Class Counsel, and Capital One in advance of the Approval Hearing. Your written submissions should include:

- your name, address, and telephone number;
- a brief statement indicating the basis for your belief that you are a Class Member;
- a brief statement of the reasons that you support or oppose the proposed settlement terms; and
- whether you plan to attend the settlement approval hearing

17. What is the difference between objecting to the Settlement and opting out of the class action ?

You can object to the settlement only if you participate in the class action. If you opt out of the class action, you thereby elect not to be part of the Settlement. You have no right to object to the Settlement because the case no longer affects you.

18. Do I have to attend the Settlement Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not required.

19. How do I get more information?

This Long Form Class Notice summarizes the proposed Settlement. More details, including a copy of the Settlement Agreement, are available at www.capitalone2019classaction.ca. For more information you can contact the claims administrator.

You may also contact Class Counsel by email at:

Kateryna Galts
Charney Lawyers PC
150 Bloor Street West, Suite 604
Toronto, ON M5S 1S4
e-mail: info@charneylawyers.com

If you contact Class Counsel it may take up to five business days to receive a response depending on the volume of calls. You may also contact the Claims Administrator by email at info@capitalone2019classaction.com or by phone at 888-808-9672 (toll free).

IV. Details of Settlement Benefits

20. What benefits does the Settlement Provide?

As discussed above, the Settlement provides the following benefits to Class Members:

A. **Category A Claims:** Cash reimbursement for valid out-of-pocket costs up to a maximum of $25,000.00.

B. **Category B Claims**: Cash payment for wasted time and inconvenience at $25/hour up to a maximum of 5 hours for Non-SIN Members and 8 hours for SIN Members, plus a $75 top-up payment for Non-SIN and SIN Members ; and

C. **Category C Claims**: Refunds for annual credit card fee payments of up to $50 for all annual credit card fee members.

You may claim in any and every category for which you qualify.

21. How do I submit a Category A Claim for Reimbursement of Out-of-Pocket Costs?

You may request payment of Out-of-Pocket Costs by claiming them on the Claim Form you submit (either in paper form or on the Settlement Website) to the Claims Administrator accompanied by an attestation for the Out-of-Pocket Costs incurred, and documentation of the Out-of-Pocket Costs which should naturally exist and have been retained or are readily obtainable, as detailed on the Claim Form.

The Claims Administrator shall verify that each person who submits a Claim Form claiming Out-of-Pocket costs is a Settlement Class Member and shall have the sole discretion and authority to determine whether and to what extent a Claim Form reflects valid Out-of-Pocket Costs. To the extent the Claims Administrator determines a claim for Out-of-Pocket Costs is deficient, the Claims Administrator shall, within fifteen (15) days of making such a determination, notify the Settlement Class Member of the deficiencies and give the Settlement Class Member thirty (30) days to cure the deficiencies. The Claims Administrator shall have the sole discretion and authority to determine whether the Settlement Class Member has cured the deficient claim such that it reflects valid Out-of-Pocket Costs.

Out-of-Pocket Costs for preventative measures, such as obtaining credit monitoring services, insurance or credit freezes, shall be considered to be fairly traceable to the Data Breach if the Settlement Class Member attests that the costs were incurred as a result of the Data Breach and the Administrator, in its sole discretion, is so satisfied. Out-of-Pocket Costs for unreimbursed losses related to identity theft, falsified tax returns, or other alleged wrongdoing (collectively "Third Party Misconduct"), or for attempting to remedy Third Party Misconduct, shall be considered to be due to the Data Breach if the Claims Administrator, in its sole discretion, concludes that the Third Party Misconduct is fairly traceable to the Data Breach. In exercising its discretion, the Claims Administrator shall take into account whether, (i) the Third Party Misconduct occurred within a reasonable period of time after the Data Breach, (ii) the Settlement

Class Member states that he or she believes the Third Party Misconduct is connected to the Data Breach; and (iii) the Third Party Misconduct involved possible misuse of the type of personal information accessed in the Data Breach (i.e., name, address data, postal code, phone number, occupation, employer, date of birth, credit score, credit limit, account balance, payment history and contact information); and, for SIN Class Members, their Social Insurance Number.

22. What benefits will I receive if I submit a Category A Claim Form for valid Out-of-Pocket Costs?

Each Settlement Class Member who submits a Claim Form for valid Out-of- Pocket Costs (as determined by the Claims Administrator) shall receive a payment equal to the lesser of: (i) the amount of the Settlement Class Member's valid Out-of-Pocket Costs; or (ii) $25,000.00.

23. How do I submit a Category B Claim?

You may request payment for wasted time and inconvenience responding to the Data Breach by claiming it on the Claim Form you submit (either in paper form or on the Settlement Website) to the Claims Administrator accompanied by an attestation in respect of the time spent responding to the Data Breach as detailed on the Claim Form.

The Claims Administrator shall verify that each person who submits a Claim Form for wasted time and inconvenience is a Settlement Class Member and shall have the sole discretion and authority to determine whether and to what extent the Claim Form reflects wasted time and inconvenience responding to the Data Breach. To the extent the Claims Administrator determines a claim for wasted time and inconvenience is deficient, within fifteen (15) days of making such a determination, the Claims Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member thirty (30) days to cure the deficiencies. The Claims Administrator shall have the sole discretion and authority to determine whether the Settlement Class Member has cured the deficient claim such that it reflects valid losses actually incurred.

24. What benefits will I receive if I submit a Category B Claim?

Non-SIN Class Members claiming for wasted time and inconvenience shall be eligible to receive CAD$25 per hour for each hour spent responding to the Data Breach, not to exceed 5 hours or CAD$125. SIN Class Members claiming for wasted time and inconvenience shall be eligible to receive CAD$25 per hour for each hour spent responding to the Data Breach, not to exceed 8 hours or CAD$200. All Settlement Class Members who submit a claim for wasted time and inconvenience which is approved by the Claims Administrator shall be eligible to receive an additional payment for wasted time and inconvenience of CAD $75.

25. How do I submit a Category C Claim for Annual Credit Card Fees?

The Claims Administrator shall verify that each person who submits a Claim Form for an Annual Fee is a Settlement Class Member and an Annual Fee Class Member by comparing the Annual Fee Claim Form to the customer records provided by Capital One. To the extent the Claims Administrator determines a claim for an Annual Fee Payment is deficient, the Claims Administrator shall, within fifteen (15) days of making such a determination, notify the Settlement Class Member of the deficiencies and give the Settlement Class Member thirty (30) days to cure the deficiencies. The Claims Administrator shall have the sole discretion and authority to determine whether the Settlement Class Member has cured the deficient claim such that it reflects valid Annual Fees.

26. What benefits will I receive if I submit a Category C Claim?

All Annual Credit Card Fee Class Members shall be eligible to receive an amount of up to $50 ("**Annual Fee Payment**") upon submission of a valid Annual Fee claim (as determined by the Claims Administrator).

27. What happens if the total of all the approved claims submitted by Class Members (Category A, B and C Claims) exceed the Net Settlement Fund?

In the event that the total of the Category A, B and C Claims exceeds the Net Settlement Fund, then all claims will be paid to class members on a pro rata (proportionate) basis. Settlement Class Members' pro rata shares will be calculated by reducing each Settlement Class Member's claim in proportion to the amount that the total claims exceed

the Net Settlement Fund (e.g., if the Net Settlement Fund is equal to 75% of the total claims, then each Settlement Class Member shall receive 75% of their successful claim).

28. What happens if the total of all the approved claims submitted by Class Members (Category A,B and C Claims) is less than the Net Settlement Fund?

In the event there is a residue which exceeds the total of all Claims as assessed, the residue shall be allocated on a pro rata basis (proportionally) to all Settlement Class Members whose claims were at least partially approved, with such amount not to exceed an additional CAD $750 per Settlement Class Member.

If after payment of all claims and payment of the residue there remains a sum of money in the Net Settlement fund, then any remaining amounts in the Net Settlement Fund are to be paid cy-près to one or more charities and/or academic institutions agreed upon by the Parties. In the event that the Parties cannot agree, they will seek directions from the court.

29. When and how will I receive the benefits I claim from the Settlement?

Payments for valid claims will be made after the claims administration process is completed. The claims administration process is estimated to take between six months and one year. Please be patient.

Cheques for valid Out-of-Pocket Costs, Wasted Time and Inconvenience and Annual Credit Card Fees will be mailed by the Claims Administrator to the mailing address that you provide or deposited by direct deposit to the bank account information that you provide on your Claim Form(s).

30. What happens if my contact information changes after I submit a Claim?

If, after you submit a claim form, you change your mailing address, email address, or banking information (if applicable), it is your responsibility to inform the Claims Administrator of your updated information. You may do so by contacting the Claims Administrator at info@capitalone2019classaction.com or call 888-808-9672.

CLAIMING YOUR BENEFITS

If the Settlement is approved, you cannot submit a claim until on or after the Effective Date. The Effective Date is the first Business Day after the conditions in section 15.1 of the Settlement Agreement have been satisfied, or where provided for, waived by Capital One.

No claims will be processed until the Effective Date. Practically, the Effective Date will not be known until the date the Court approves the Settlement Agreement.

Once it is known, the Effective Date of the Settlement will be posted on www.capitalone2019classaction.ca. Please check the Website regularly for updates and news about when your Claims can be filed and processed. **You will have six months after the Effective Date to submit a claim**.

PROCEDURE		
I want to submit a **Category A Claim** for Out-of-Pocket Costs	You must make a claim in order to receive reimbursement for Out-of-Pocket Costs. For detailed information about how to submit a claim for Out-of-Pocket Costs, see **Question 21**.	Deadline: Six Months after the Effective Date
I want to submit a **Category B Claim** for Wasted Time and Inconvenience	You must make a claim in order to receive compensation for wasted time and inconvenience. For detailed information about how to submit a claim for wasted time and inconvenience, see **Question 23**.	Deadline: Six Months after the Effective Date
I want to submit a **Category C Claim** for an Annual Fee	You must make a claim in order to receive reimbursement for an Annual Fee. For detailed information about how to submit a claim for an Annual Credit Card Fee, see **Question 25**.	Deadline: Six Months after the Effective Date

TIMELINE FOR RECEIVING BENEFITS

Typically, the claims are paid once the claims administrator has approved or denied all of the submitted claims and the time period for submitting a claim has expired. The claims administration process is estimated to take between six months and one year. Please be patient.

CONTACT INFORMATION

For questions about the claims administration please contact the Claims Administrator at info@capitalone2019classaction.com, 888-808-9672 or visit www.capitalone2019classaction.ca.

For all other questions please contact Class Counsel by email at:

Kateryna Galts
Charney Lawyers PC
151 Bloor St. W., Suite 602
Toronto, ON M5S 1S4
Email: info@charneylawyers.com

Please note, due to the volume of inquiries, it may take up to five business days to receive a response. Please do not contact Capital One or the Court about this action.

INTERPRETATION

This Notice has been approved by the Court and contains a summary of some of the terms of the proposed Settlement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the Settlement Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE BRITISH COLUMBIA SUPREME COURT.