

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SVETLANA BRAYNINA and INGA
GUREVICH, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

TJX COMPANIES, INC.

Defendant.

Case No.: 15-cv-05897

**SECOND AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiffs Svetlana Braynina and Inga Gurevich (collectively, “Plaintiffs”), by and through their undersigned attorneys, bring this prospective class action on behalf of themselves and all others similarly situated, based upon personal knowledge as to themselves and their activities, and on information and belief as to all other matters against Defendant TJX Companies, Inc. (“Defendant”), and allege as follows:

NATURE OF THE CASE

1. As set forth below, New York’s consumer protection statutes are designed to protect consumers from, among other things, companies’ unscrupulous marketing and advertising campaigns which could deceive a reasonable consumer.

2. Despite these plain truths, Defendant has continually engaged in false, deceptive and misleading advertising and trade practices with respect to (i) the promotion of its stores as a “deep discount” retailer and (ii) sale of goods to New York consumers and the general public at prices which purportedly compare favorably to other retailers’ offerings.

3. As a result, Plaintiffs and members of the Class (defined below) have incurred expenses in patronizing Defendant's stores and, thus, suffered an injury due to Defendant's misleading statements regarding the discounted price offered.

4. As is made plain by Defendant's corporate statements and advertising (which is detailed below), Defendant's business is predicated on driving customers to its stores under the belief that its stores offer substantial savings in price when compared to other retailers.

5. As set forth below, these savings are, however, inflated and/or illusory as the "deep discounts" Defendant provides is only in comparison to the prices that Defendant itself creates. Unfortunately for Plaintiffs and consumers in New York, this highly relevant information is not plainly conveyed to the general buying public.

6. Indeed, in order to facilitate sales, Defendant markets itself as a "deep discount" retailer in public advertisements and utilized misleading price tags within its store locations.

7. Defendant's advertising is highly effective. One would be hard pressed not to find an American who has not heard T.J. Maxx's slogan "Get the max for the minimum." *See* <http://www.makingafortune.biz/list-of-companies-t/tjx.htm> (last visited December 29, 2015).

8. During the Class Period, defined below, Defendant sold various products with price tags that prominently compared Defendant's price with a significantly higher "comparative price" from purportedly other retailers. These "Compare At" tags dupe consumers into believing that, by purchasing the item at Defendant's store, they are receiving a significant discount on the actual price of the product.

9. Indeed, Plaintiffs and the members of the Class travel to Defendant's stores on the belief they are purchasing items at "deep discounts." The desire to purchase consumer goods at

“deep discounts” is the reason Plaintiffs and the members of the Class traveled to Defendant’s stores, rather than look for the goods at another store, or not buy the goods at all.

10. Defendant’s “Compare At” price tags are, however, false, deceptive and misleading because the comparative prices are not predicated on true, *bona fide* comparative prices. Rather, as explained in detail below, the “Compare At” tags are created whole-cloth by Defendant and are simply “estimates” of what the product *could* sell for elsewhere.

11. Accordingly, Plaintiffs and the members of the Class did not receive the “deep discount” that they were deceived into believing they were getting.

12. Moreover, because Defendant’s “Compare At” prices are illusory, the amount paid by consumers can be in fact higher than a true comparable price charged by other retailers.

13. Based on Defendant’s representations, Plaintiffs and the proposed Class were misled into believing that Defendant’s stores offered actual and material savings on purchases made there, as compared to purchases that could have been made at other retail locations not owned and operated by Defendant.

14. During the Class Period, Plaintiffs and the proposed Class expended time and resources to travel to Defendant’s stores to purchase products from Defendant that contained “Compare At” price tags.

15. A product’s regular price -- the price at which a product actually sells for in the marketplace -- matters to consumers. The price that a product actually sells for in the marketplace provides important information to consumers about the product’s worth and the prestige that ownership of that product conveys.

16. However, due to Defendant’s materially misleading advertising, the “Compare At” prices listed on Defendant’s products were not the actual price the product sold at elsewhere.

Rather, it was simply an “estimate” created by Defendant itself, and Plaintiffs and the members of the Class did not receive a “deep discount.”

17. Further, upon information and belief, Plaintiff and the members of the Class paid more than what an actual “Compare At” price would have been at another retailer.

18. Defendant amplified the harm it caused by facilitating the high turn-over of goods at its stores (either real or created) and thus encouraging customers to engage in “treasure-hunting” expeditions to Defendant’s stores, including multiple trips as Defendant advertised that thousands of new products arrived every week. This is despite the fact that other discount retailers were readily available and/or more convenient than Defendant’s locations.

19. The deceptive and misleading material described above caused Plaintiffs and members of the Classes to make numerous trips to Defendant’s stores during the Class Period.

20. Had Plaintiffs and the Class been made aware that the comparative prices being advertised by Defendants were not true, *bona fide* prices, they would not have incurred the expenses associated with traveling to Defendant’s stores and would not have paid as much for the products as they did pay.

21. As a result of Defendant’s false and misleading statements, Plaintiffs and the Class have suffered, and continue to suffer, injury in fact, including the expenses incurred in traveling to and patronizing Defendant’s stores.

JURISDICTION AND VENUE

22. This Court has original jurisdiction over all claims in this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). This is a putative class action whereby: (i) the proposed Rule 23 class consists of over 100 or more members; (ii) at least some of the members

of the proposed class have a different citizenship from Defendant; and (iii) the claims of the proposed Rule 23 class exceed \$5,000,000.00 in the aggregate.

23. While the exact number of members in the proposed class is unknown at this time, Plaintiffs have reason to believe that thousands of consumers purchased items at Defendant's stores throughout the state of New York during the Class Period.

24. Diversity of citizenship exists between Plaintiffs and Defendant. Plaintiffs are citizens of New York and live within this district. Defendant is organized under the laws of the state of Delaware and headquartered in Framingham, Massachusetts.

25. While the exact damages to Plaintiffs and the Class are unknown at this time, Plaintiffs reasonably believe that their claims exceed five million dollars (\$5,000,000.00) in the aggregate.

26. This Court has personal jurisdiction over Defendant because Defendant has purposefully availed itself of the privilege of conducting business in the State of New York.

27. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)(2) in that this is the judicial district in which a substantial part of the acts and omissions giving rise to the claims occurred.

28. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

PARTIES

29. Plaintiff Svetlana Braynina is an individual residing in Brooklyn, New York. On at least one occasion during the Class Period, Plaintiff Braynina purchased several items containing price tags with "Compare At" prices at Defendant's stores located in New York.

30. Plaintiff Inga Gurevich is an individual residing in Staten Island, New York. On one or more occasions during the Class Period, Plaintiff Gurevich purchased several items containing price tags with “Compare At” prices at Defendant’s stores located in New York.

31. Defendant The TJX Company, Inc., (“TJX” or “Defendant”) is incorporated in Delaware, with its principal executive offices located in Framingham, Massachusetts.

FACTUAL ALLEGATIONS

32. Defendant owns, operates, or otherwise controls several discount department store chains, doing business throughout the United States under the names T.J. Maxx, HomeGoods, and Marshalls.

33. According to Defendant’s most recent 10-K filing for fiscal year ending January 31, 2015, with the Securities and Exchange Commission (“10-K”), TJX operates its “business in four major divisions: Marmaxx and HomeGoods . . . , TJX Canada and TJX Europe.” *See* 10-K at 3.

34. Marmaxx is comprised of T.J. Maxx and Marshalls, which “are collectively the largest off-price retailer in the United States . . .” *Id.*

35. HomeGoods is described as “the leading off-price retailer of home fashions in the U.S.” *Id.*

36. According to the 10-K, New York has the third highest number of Defendant’s stores in the United States. In New York state, Defendant has a total of 183 stores, including 71 T.J. Maxx stores, 74 Marshalls stores, and 38 HomeGoods stores. A number of these stores are located within this District.

37. At each of its stores, Defendant sells consumer goods, including clothing, shoes, home products, and accessories.

38. Defendant advertises its stores as the leading “off-price retailer,” selling brand name and designer fashions below department and specialty store regular prices, offering savings of 20% to 60%.

39. Indeed, Defendant’s marketing scheme is based on the purported discounted prices offered by Defendant at its stores.

40. In the Company’s most recent 10-K filing, Defendant states that its “mission is to offer brand name and designer, fashionable, quality merchandise . . . with retail prices that are generally 20% to 60% below department and specialty store regular retail prices on comparable merchandise, every day.” *See* 10-K at p. 5.

41. This marketing as a “deep discounter” is perpetuated at each of Defendant’s three store brands – HomeGoods, Marshalls, and T.J. Maxx.

42. For instance, the HomeGoods website states that “. . . HomeGoods is where savvy shoppers of every style discover an ever changing selection of exciting top brands and home fashions from around the world, at prices generally 20% - 60% below department and specialty store regular prices, on comparable merchandise.” *See* <http://homegoods.com/about>

43. Similarly, the TJ Maxx website states that, “[u]nlike traditional retailers, we generally don’t do promotions, sales, coupons or other gimmicks – just brand name and designer fashions that are 20%-60% less than department and specialty store regular prices on comparable merchandise, every single day!” *See* <http://tjmaxx.tjx.com/store/jump/topic/how-we-do-it/2400087>.

44. Moreover, Defendant often advertises its brands together. *See* 10-K at p. 5 (“Our advertising is generally focused on promoting our retail banners rather than individual products, including at times promoting multiple banners together . . .”). For example, in one commercial,

available at <https://www.youtube.com/watch?v=WVUMBPEuj0E> (last visited on December 29, 2015), Defendants advertised for both T.J. Maxx and Marshalls using the slogan “Two Stores – Two Amazing Ways To Score.”

DEFENDANT ENCOURAGES MULTIPLE TRIPS BY CONSUMERS

45. In order to distinguish itself from other discount retailers, Defendant markets itself as having a high volume of turn over and constantly changing inventory, thereby encouraging customers to make multiple trips to its stores.

46. For example, through its advertising, TJ Maxx furthers the idea of the need for customers to make repeated trips to its stores. Indeed, in the television commercial available at <https://www.youtube.com/watch?v=E9DzuisWI-I> (last visited December 29, 2015), the narrator is heard saying that “it’s never the same place twice” due to, among other things, thousands of items arriving each week.

47. Indeed, the idea of rapid inventory turn-over has been built into the TJX business model. As set forth in the Company’s 10-K, Defendant offers “customers a rapidly changing selection of merchandise to create a treasure hunt experience in our stores and to **spur frequent customer visits.**” *See* 10-K at p. 5 (emphasis added). To spur frequent visits, Defendant attempts “to turn the inventory in our stores rapidly, regularly offering fresh selections of apparel and home fashions . . .” *See* 10-K at p. 5.

48. To accommodate this rapid turn-over of merchandise and encourage repeated visits by customers, Defendant has an “expansive vendor universe,” consisting of over 17,000 vendors. *See* 10-K at p. 4. This allows Defendant to ship a massive amount of inventory to its stores. According to its most recent 10-K, the Company “shipped approximately 2.1 billion units” to its stores during fiscal year 2015. *Id.* at p. 5.

49. Indeed, Defendant is not beholden to a few select vendors. Rather, as Defendant itself acknowledges on its website, Defendant's "top 25 vendors comprise only about one quarter of the total product [Defendant] buy[s], with thousands of vendors accounting for the remainder." *See* https://www.tjx.com/investor/investor_factors_availability.html (last visited December 29, 2015).

50. Upon information and belief, due to the sheer volume of vendors, as well as the fact that Defendant's vendors are constantly in the market buying product, Defendant does not verify the prices other merchants charge for the identical products it sells.

51. Instead, as explained more fully below, Defendant simply makes up the "Compare At" prices listed on the products sold in its stores – thereby deceiving consumers into thinking they were receiving a better price at Defendant's stores than they would receive elsewhere.

52. Indeed, Defendant acknowledges that "[t]he average T.J. Maxx store receives several deliveries per week, with each delivery containing thousands of items. . . . Our rapidly changing assortments create that 'treasure hunt' shopping experience that our customers love." *See* <http://tjmaxx.tjx.com/store/jump/topic/how-we-do-it/2400087>.

53. Given the volume and diversity of items in each such weekly delivery, Defendant cannot possibly verify that each of its products is available in the geographic area and for a price at or above the price listed as the "Compare At" price.

54. Defendant's decision to use self-described "estimates" when creating the "Compare At" prices was likely to, and did, deceive customers, including Plaintiffs.

DEFENDANT'S USE OF "COMPARE AT" PRICE TAGS

55. Defendant promotes the idea of substantial savings by affixing to every product it sells in each of its stores a price tag containing the sale price of the item along with a "Compare At" price which is higher than the price Defendant is selling the product.

56. The "Compare At" price listed on the price tag gives the consumer the illusion they are receiving a significant discount.

57. Upon information and belief, the price tags used by Defendants in each of its stores in the United States, and accordingly New York state, are identical in all material respects.

58. The "Compare At" price is not explained in any way on the price tag.

59. Nor is the "Compare At" price explained anywhere in any of the merchandise sections of Defendant's stores.

60. Rather, when shopping for goods to purchase, consumers are led to believe that the "Compare At" price is what they would have to pay in order to purchase the item at another retail location.

61. The difference between the sale price and the significantly higher "Compare At" price is intended to, and does, entice consumers to make a purchase by leading them to believe that they are saving the difference between the two prices.

62. Although a customer is likely to believe that the "Compare At" price is the price for the product at another location, that is not how Defendant defines the term internally.

63. At the extreme bottom of each of the T.J. MAXX, HOMEGOODS and MARSHALLS websites, in fine print, and surrounded by several other hyperlinks, Defendant has included a hyperlink entitled "compare at pricing."

64. Notably, the websites for each retail brand store, T.J. Maxx, Marshalls, and HomeGoods, uses the exact same explanation, stating:

What do we mean by “compare at?”

The “compare at” price is our buying staff’s estimate of the regular, retail price at which a comparable item in finer catalogs, specialty or department stores may have been sold. We buy products from thousands of vendors worldwide, so the item may not be offered by other retailers at the “compare at” price at any particular time or location. We encourage you to do your own comparison shopping as another way to see what great value we offer. We stand for bringing you and your family exceptional value every day – it’s the foundation of our business.

See <http://www.marshallsonline.com/compareatpricing>;
<http://www.homegoods.com/compareatpricing>.

Each website last visited on July 25, 2015.

65. Notably, there is nothing advising customers that some products are actually sold for the “Compare At” price by other retailers.

66. Upon information and belief, Defendant has posted a sign in a non-conspicuous location in each of its stores, which contains Defendant’s definition of “compare at pricing” as set forth above.

67. Upon information and belief, the strategically placed signs located within the stores referenced above contain the exact same definition of “Compare At” that is found on the T.J. Maxx, Marshalls, and HomeGoods brands’ websites.

68. Upon information and belief, each of these signs containing Defendant’s definition of “compare at pricing” is counterintuitively placed behind the cashier, in a location that would not be obvious or accessible to consumers until after they had compared and selected their item(s) for purchase, completed their shopping, waited in line to check out, and, most likely, already completed the purchase of their selected items.

69. Upon information and belief, there is no legal requirement that these signs be located behind the cashier counters. Rather, Defendant intentionally placed these signs away from the “Compare At” tags located on the merchandise and in a location that would generally be visible only after the customer had elected to make their purchase and incurred significant waiting time to purchase the selected products.

70. Upon information and belief, it is only through this hyperlink and those strategically placed signs that Defendant discloses to consumers what it means regarding the use of “compare at pricing.”

71. Despite the definition on Defendant’s websites and signage, there is no indication on the price tags and other price advertising that, far from being the price that consumers would pay elsewhere, the “Compare At” price is simply Defendant’s buying staff’s “estimate” of what a “comparable” item “may have” sold for.

72. Indeed, upon information and belief, there is nothing contained in any of Defendant’s advertising or marketing material, including its television commercials, that the 20% to 60% savings advertised is based upon Defendant’s buying staff’s “estimate” of what a “comparable” item “may have” sold for.

73. Nor do Defendant’s price tags or price advertising indicate in any way that, per Defendant’s internal definition, the “Compare At” price may have never been offered by another retailer at any time or location.

74. Defendant’s price tags and other price advertising also do not provide any warning that consumers should conduct their own comparison shopping before relying on Defendant’s “Compare At” prices.

75. As a result, reasonable consumers, including Plaintiffs, believe the “Compare At” reference price on Defendant’s price tags to be the price at which other merchants sell the same product.

76. Even if a consumer were savvy enough to access Defendant’s websites and locate the “compare at pricing” link or scour the store for the highly relevant informational signage before purchasing an item, the “Compare At” definition found there would still not clarify what Defendant’s “Compare At” price actually represents.

77. Whether viewing the website or the sign, the consumer would still have to guess whether the “Compare At” price represented: a) the regular, retail price of the specific item at a different store; b) the regular, retail price of a “comparable” item; c) an “estimate” of what a comparable item might sell for; or d) none of the above.

78. Indeed, based on Defendant’s amorphous definition of “compare at pricing,” a “comparable” item may have never been offered for sale at the specific “Compare At” price by another retailer at any time.

79. Further, there is no indication whether the comparison was made to the specific item Defendant is offering to the public or just a comparable item.

80. Nor does Defendant’s “compare at pricing” definition indicate what exactly constitutes a “comparable” item, or the geographic sales area in which the comparable item may have been offered for sale at the “Compare At” price.

81. As a result, reasonable consumers, such as Plaintiffs, would believe that the “Compare At” price accurately represents the price which they would have to pay for the same product if they purchased it elsewhere.

82. Accordingly, the “Compare At” pricing, and the belief they are receiving a deep discount, causes consumers, including Plaintiffs, to travel to Defendant’s stores rather than another store, or not travel at all to any store.

83. Perhaps most egregiously, upon information and belief, Defendant includes “Compare At” prices for items that are unique or specialty made for its stores alone and does not disclose that these items are effectively not available at other retailers.

84. As set forth in Defendant’s 10-K, Defendant “acquire[s] some merchandise that [it] offer[s] under in-house brands or brands that are licensed to us. We develop some of this merchandise ourselves in order to supplement the depth of, or fill gaps in, our expected merchandise assortment.” *See* 10-K at 4.

85. Upon information and belief, Defendant does not delineate this merchandise separately and, nonetheless, includes a “Compare At” price – further fostering the belief that the items available at its stores are at a deep discount, when, in reality, the “Compare At” price is entirely a fiction created by Defendant itself.

DEFENDANT’S VIOLATIONS OF FEDERAL AND NYC REGULATIONS

86. Although the State of New York provides for significant protection for consumers against false or materially misleading advertising, New York City takes these protections a step further and requires more disclosure by merchants regarding comparative prices.

87. Under the Rules of the City of New York, if an advertiser uses “comparable value,” “compare with,” “equal to,” or “other similar term implying comparison with non-identical merchandise” the following requirements must be adhered to:

- (a) the advertisement must not imply that the comparison is with the former or usual price of the advertised merchandise or service itself; and

- (b) the compared merchandise or service must be of essentially similar quality in those material respects which affect consumer preferences and marketability; and
- (c) the price to which the advertiser's price is compared must be the retail market price or the genuine list, suggested or catalog price of the comparable article or service; and
- (d) the comparable article or service must be generally available in New York City at the price stated; and
- (e) the advertisement must clearly and conspicuously disclose that "comparable value" pertains to similar but not identical merchandise or services.

6 R.C.N.Y. 5-93¹

88. Defendants' use of "Compare At" pricing fails to comply with any of these provisions. Indeed, due to Defendant's use of "estimates" in determining "Compare At" prices, it is simply impossible for Defendant to comply with subsection (d), which requires the comparable article to be generally available in New York City at the "compared at" price.

89. Moreover, the Federal Trade Commission ("FTC") requires that "[a]dvertisers must have evidence to back up their claims Before disseminating an ad, advertisers must have appropriate support for all express and implied objective claims that the ad conveys to reasonable consumers. When an ad lends itself to more than one reasonable interpretation, there must be substantiation for each interpretation. The type of evidence needed to substantiate a claim may depend on the product, the claims, and what experts in the relevant field believe is necessary."

90. Upon information and belief, Defendants do not have sufficient evidence to substantiate the validity of their "Compare At" reference prices. In fact, with respect to items

¹ While this regulation does not provide for a private right of action, it is indicative of the gross failure by Defendant to comply with applicable law.

only available at Defendant's stores (*i.e.*, exclusive merchandise), there never can be a "Compare At" price.

91. Further, the FTC specifically provides rules in the form of "Pricing Guides" for merchants such as Defendant who claim "to offer goods at prices lower than those being charged by others for the same merchandise in the advertiser's trade area," which provide as follows:

Many members of the purchasing public believe that a manufacturer's list price, or suggested retail price, is the price at which an article is generally sold. Therefore, if a reduction from this price is advertised, many people will believe that they are being offered a genuine bargain. To the extent that list or suggested retail prices do not in fact correspond to prices at which a substantial number of sales of the article in question are made, the advertisement of a reduction may mislead the consumer.

. . .

[t]he widespread failure to observe manufacturer's suggested or list prices, and the advent of retail discounting on a wide scale have seriously undermined the dependability of list prices as indicators of the exact prices at which articles are in fact generally sold at retail. . . . Today, only in the rare case are all sales of an article at the manufacturer's suggested retail or list price.

16 C.F.R. § 233.3.

92. In its "Pricing Guidelines," the FTC goes on to say that an advertised Manufacturer's Suggested Retail Price ("MSRP"):

[w]ill not be deemed fictitious if it is the price at which substantial (that is, not isolated or insignificant) sales are made in the advertiser's trade area (the area in which he does business". Conversely, if the list price is significantly in excess of the highest price at which substantial sales in the trade area are made, there is a clear and serious danger of the consumer being misled by an advertised reduction from this price. . . . [B]efore advertising a manufacturer's list price as a basis for comparison with his own lower price, the retailer should ascertain whether the list price is in fact the price regularly charged by principal outlets in his area.

Id.

93. Defendant's price tags and price advertising which contained "Compare At" prices are untrue, deceptive, and misleading advertising claims.

94. Defendant's deceptive use of "Compare At" pricing falsely represents to consumers that the "Compare At" price was the price at which the product typically sold in the marketplace, from which Defendant offered a discount.

95. There can be no reason, aside from deception, for Defendant to use the term "Compare At" on its sales tags and advertising, and then provide an amorphous definition for that term in an obscure section of its website and on a strategically placed sign in each of its stores.

96. Reasonable consumers do not interpret Defendant's "Compare At" reference price to merely an "estimate" of what a "comparable" product "may" have sold for.

97. Rather, as the FTC Guidelines and the Rules of the City of New York make clear, a consumer would reasonably believe that the "Compare At" price meant the item was available elsewhere for that price.

98. Additionally, Defendant's disclosure of its definition of "Compare At" pricing does not comply with Federal Trade Commission ("FTC") guidelines concerning ".com Disclosures."

99. The FTC requires that online advertising disclosures be made to consumers "clearly and prominently."

100. Per the FTC, "[w]hen the disclosure of qualifying information is necessary to prevent an ad from being deceptive, the information should be presented clearly and conspicuously so that consumers can actually notice and understand it. A . . . disclaimer that is easily missed on a website [is] not likely to be effective. Nor can advertisers use fine print to contradict other statements in an ad or to clear up misimpressions that the add would leave otherwise . . . To ensure that disclosures are effective, advertisers should use clear and

unambiguous language, [a]nd place any qualifying information close to the claim being qualified.”

101. Defendant’s “Compare At” reference prices require qualifying disclosures, yet they are not presented clearly or conspicuously in a way that consumers can notice them.

102. Despite the FTC’s requirement that “[d]isclosures must be effectively communicated to consumers,” Defendant has failed to do so.

103. Rather, Defendant has placed its disclosures in fine print, and accessible only by hyperlink on the bottom of Defendant’s websites, or on signs in Defendant’s stores that are not easily seen or conspicuous to customers.

104. Importantly, the disclosures, or any detail informing the customers what the “Compare At” pricing represents, are not to be found where customers would likely see them – on the price tag.

105. As a result, Plaintiffs did not see, and were not aware of Defendant’s disclosures.

106. Indeed, at the point where a consumer makes a decision whether to purchase an item or not, they are simply presented with the two prices (the sale price, and the higher “Compare At” reference price), left to guess what the “Compare At” price means, and are led to believe that they are actually saving the difference between the two prices.

107. Importantly, due to Defendant’s wholesale failure to substantiate its “Compare At” prices, the actual prices paid by consumers at times exceeds a true comparative price offered by other retailers.

108. Indeed, an investigation by ABC News revealed that an item listed at a TJ Maxx with a compare at price of \$30.00, with T.J. Maxx selling it for the same price, was in fact offered by a competitor for \$19.99. *See* abcnews.go.com/Business/tj-maxx-sured-compare-

prices/story?id=32636566 (last visited December 31, 2015). Notably, the investigation also found products offered by T.J. Maxx at other retailers for prices substantially below the “Compare At” price listed on Defendant’s price tag.

PLAINTIFFS’ PURCHASES

109. In or around October 2014, Plaintiff Braynina shopped at a T.J. Maxx store located at the Harriman Commons, at 290 Larkin Drive, Monroe, NY 10950. Plaintiff traveled approximate 74 miles to Defendant’s T.J. Maxx store on the belief that she would be purchasing items at a “deep discount” for her summer home.

110. At that time, Plaintiff Braynina purchased several items of clothing, including hats, a vest, shirts, and various other items of children’s clothing. Each item she purchased contained a price tag which included a “Compare At” price that was higher than the price at which each product was being sold by Defendant.

111. Plaintiff Braynina also shopped at, and made purchases at, the HomeGoods store located in Monroe, NY on or around June 22, 2015.

112. Plaintiff traveled approximate 42 miles from her home to Defendant’s HomeGoods store on the belief that she would be purchasing items at a “deep discount.”

113. Plaintiff Braynina also shopped at, and made purchases at, the Marshalls store located in New Hyde Park, NY on or around July 8, 2015.

114. Plaintiff traveled approximate 23 miles to Defendant’s Marshalls’ store on the belief that she would be purchasing items at a “deep discount.”

115. During the Class Period, Plaintiff Braynina purchased several products from Defendant, including towels, room décor items, children’s clothing, coffee mugs, dining plates,

and a soap dispenser. Each item she purchased contained a price tag which included a “Compare At” price that was higher than the price at which each product was being sold by Defendant.

116. Plaintiff Braynina is a discount shopper and patronized Defendant’s store based on Defendant’s advertisements promising “deep discounts,” and on the belief that the “Compare At” price indicated she was receiving “deep discounts” on each item she purchased.

117. Upon information and belief, Plaintiff Braynina paid more for the items that she purchased than she otherwise would have, based on Defendant’s false and misleading “Compare At” pricing.

118. Further, Plaintiff Braynina expended resources, including gas, in order to drive to Defendant’s various stores. Notably, Plaintiff Braynina traveled to Defendant’s stores, despite other retailers that were closer or more convenient for Plaintiff to patronize.

119. Plaintiff Braynina expended these resources, resulting in out-of-pocket expenses, because she operated under the belief that Defendant’s stores provided real and substantial savings as compared to other retailers. Prior to the filing of this suit, Plaintiff Braynina was unaware that Defendant’s “Compare At” price was simply an estimate created by Defendant’s staff.

120. On or around July 29, 2015, Plaintiff Gurevich shopped at a T.J. Maxx store located at 2530 Hylan Boulevard, Staten Island, NY 10306, and made two separate purchases: one for \$5.43 and another for \$97.93.

121. On or around August 4, 2015, Plaintiff Gurevich shopped at a HomeGoods store located at 2718 Hylan Boulevard, Staten Island, NY 10306, and made a purchase for \$8.97.

122. On or around August 5, 2015, Plaintiff Gurevich shopped at a Marshalls store located at 2485 Richmond Avenue, Staten Island, NY 10314, and made a purchase for \$36.97.

123. On or around August 12, 2015, Plaintiff Gurevich again shopped at the T.J. Maxx store located on Hylan Boulevard, and made a purchase for \$134.98.

124. On or around August 14, 2015, Plaintiff Gurevich returned to the T.J. Maxx store on Hylan Boulevard, and made a purchase for \$119.96.

125. On or around September 4, 2015, Plaintiff Gurevich once again shopped at the T.J. Maxx store on Hylan Boulevard, and made a purchase for \$10.00.

126. On or around September 9, 2015, Plaintiff Gurevich also shopped at the T.J. Maxx store located on Hylan Boulevard, and made a purchase for \$158.52.

127. On or around September 18, 2015, Plaintiff Gurevich shopped at the T.J. Maxx store located on Hylan Boulevard, and made a purchase for \$5.99.

128. On or around October 6, 2015, Plaintiff Gurevich shopped at a Marshalls store located at 2485 Richmond Avenue, Staten Island, NY 10314, and made a purchase for \$65.87.

129. On or around October 16, 2015, Plaintiff Gurevich shopped at the T.J. Maxx store located on Hylan Boulevard, and made a cash purchase for \$50.31.

130. Plaintiff traveled approximately 1 mile from her home to Defendant's T.J. Maxx store, approximately 2 miles to the HomeGoods store, and approximately 4 miles to the Marshalls store. In each instance, Plaintiff made the trip to Defendant's store on the belief that she would be purchasing items at a "deep discount."

131. During the Class Period, Plaintiff Gurevich purchased from Defendant, among other things, several items of children's clothing. Each item she purchased contained a price tag which included a "Compare At" price that was higher than the price at which each product was being sold by Defendant.

132. Below is a screen shot of the receipt Plaintiff Gurevich received for her purchases made on October 16, 2015 delineating each item she bought:



133. The receipt indicates the price she paid for each item as well as a number identifying each item she purchased. Upon information and belief, the identification numbers contained on the receipt allows Defendant to identify the items purchased by Plaintiff Gurevich and the “Compare At” price listed by Defendant for each item.

134. Upon information and belief, Defendant’s receipts use these identification numbers so as to make it difficult for customers to comparison shop after a purchase is made, thereby limiting the number of returns Defendant must handle. This is despite the fact that Defendant purportedly “encourages” customers to do their “own comparison shopping” to see the “value” Defendant offers.

135. Plaintiff Gurevich is a discount shopper and patronized Defendant’s store based on Defendant’s advertisements promising “deep discounts,” and on the belief that the “Compare At” price indicated she was receiving “deep discounts” on each item she purchased.

136. Plaintiff Gurevich paid more for the items that she purchased than she otherwise would have, based on Defendant’s false and misleading “Compare At” pricing.

137. Plaintiff Gurevich expended resources, including gas, in order to drive to Defendant’s various stores. Notably, Plaintiff Gurevich traveled to Defendant’s stores, despite other retailers that were closer or more convenient for Plaintiff to patronize.

138. Plaintiff Gurevich expended these resources, resulting in out-of-pocket expenses, because she operated under the belief that Defendant’s stores provided real and substantial savings as compared to other retailers. Prior to the filing of this suit, Plaintiff Gurevich was unaware that Defendant’s “Compare At” price was simply an estimate created by Defendant’s staff.

139. Plaintiffs' credit card statements for the purchases identified above indicate the (i) store, (ii) date of purchase, (iii) amount of the sale, and (iv) reference number for each transaction – all items necessary for Defendant to determine precisely which items were purchased – are attached hereto as “Exhibit A.”²

140. Upon information and belief, a review of Defendant's records associated with Plaintiffs' receipts and credit card transaction records will reveal precisely each item each Plaintiff purchased (and the price paid by Plaintiffs for each item).

141. For each of the purchases by Plaintiffs described above, the “Compare At” price tags led Plaintiffs to believe that they were purchasing those items at prices significantly lower than the prices at which those items were priced at other retailers.

142. Plaintiffs patronized Defendant's stores and purchased each of the aforementioned items on the belief that the “Compare At” prices accurately stated the value of each item. Indeed, relying on the “Compare At” price listed on the tag, Plaintiffs believed they were purchasing the items at a deep discount.

143. At no time during any of their visits to Defendant's stores did Plaintiffs become aware of Defendant's definition or description of “Compare At” pricing. Indeed, neither Plaintiff recalls seeing any sign defining what Defendant meant by “Compare At.”

144. Had Plaintiffs been aware of the false and misleading nature of the “Compare At” price on the price tag, they would not have incurred the costs associated with traveling to Defendant's stores.

² Plaintiff Gurevich used her husband's (Yauheni Volkau) credit card for the purchases identified above.

145. Moreover, had Plaintiffs been aware of the false and misleading nature of the “Compare At” price on the price tag, they would not have paid as much for the items as they did pay.

146. Unfortunately, these were not isolated incidents. Indeed, Plaintiffs have shopped at each of Defendant’s stores, T.J. Maxx, Marshalls, and HomeGoods, on multiple occasions during the proposed Class Period. In each of these incidents, Plaintiffs were led to believe that they were purchasing items at “deep discounts,” relying on Defendant’s advertisements and “Compare At” pricing.

147. NY General Business Law § 349 provides for individuals who have been injured by reason of violation of that section to recover their actual damages or fifty dollars, whichever is **greater**.

148. NY General Business Law § 349 also allows a court to increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the defendant willfully or knowingly violated § 349.

149. Defendant willfully and knowingly violated § 349. Indeed, Defendant’s use of the amorphous term “Compare At” was knowing and willful.

150. Here, Plaintiffs travelled to and made purchases at Defendant’s stores on the basis of Defendant’s promises of 20%-60% discounts, and the belief that Defendant’s “Compare At” prices reflected the actual prices at which identical or similar items were offered for sale at other retailers.

151. Plaintiffs suffered actual damages in the form of the costs incurred by traveling to and making purchases at Defendant’s stores.

152. Moreover, the amounts paid by Plaintiffs and the members of the Class were likely higher than a true, *bona fide* “Compare At” would have been.

153. Plaintiffs also incurred injury resulting from Defendant’s deceptive and misleading practices. Indeed, but for Defendant’s misleading practices described above, Plaintiffs would not have shopped at Defendant’s stores and thus not expended monies on the items purchased.

CLASS ACTION ALLEGATIONS

154. Plaintiffs bring this action as a class action pursuant to Rule 23(a) and Rule 23(b) of the Federal Rules of Civil Procedure. In particular, Plaintiffs bring this action on behalf of themselves and all members of the following class (the “Class”):

All individual consumers who reside in the State of New York who, within the Class Period, expended money traveling to and purchasing one or more items from a TJ MAXX, HOMEGOODS or MARHALLS store with a price tag that contained a “Compare At” price and who have not received a refund or credit for their purchase(s).

155. Plaintiffs reserve the right to modify or amend the definition of the Class after having an opportunity to conduct further discovery.

156. **Numerosity. Rule 23(a)(1).** The members of the Class are so numerous that their individual joinder is impracticable. Plaintiffs are informed and believe that the proposed Class contains at least thousands of purchasers of products from T.J. MAXX, HOMEGOODS or MARSHALLS who have been damaged by Defendant’s conduct as alleged herein.

157. **Existence of Common Questions of Law and Fact. Rule 23(a)(2).** This action involves common questions of law and fact, which include, but are not limited to, the following:

- (a) Whether the phrase “Compare At” is misleading and/or deceptive;

- (b) Whether Defendant's conduct described herein constitutes unfair, deceptive, untrue or misleading advertising in violation of the New York General Business Laws;
- (c) Whether Plaintiffs and the other members of the Class are entitled to damages; and
- (d) Whether Plaintiffs and the Class are entitled to restitution, injunctive relief, or other equitable relief and/or other relief as may be proper.

158. **Typicality. Rule 23(a)(3).** All members of the Class have been subject to and affected by the same conduct by Defendant. The claims alleged herein are based on the same violations by Defendant that harmed Plaintiffs and members of the Class.

159. By traveling to and patronizing Defendant's stores and purchasing items from Defendant during the applicable Class Period, all members of the Class were subjected to the same wrongful conduct. Accordingly, Plaintiffs' claims are typical of the claims of the Class and do not conflict with the interests of any other members of the Class.

160. Defendant's unlawful, unfair, deceptive, and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced.

161. **Adequacy. Rule 23(a)(4).** Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained counsel experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no adverse or antagonistic interests to those of the Class.

162. **Injunctive and Declaratory Relief. Rule 23(b)(2).** Defendant's actions regarding the deceptions and misrepresentations regarding the "Compare At" prices are uniform as to all members of the Class. Defendant has acted on grounds that apply generally to the Class so that final injunctive relief as requested herein is appropriate respecting the Class as a whole.

163. ***Predominance and Superiority of Class Action. Rule 23(b)(3).*** Questions of law or fact common to the Class predominate over any questions affecting only individual members and a class action is superior to other methods for the fast and efficient adjudication of this controversy, for at least the following reasons:

- (a) Absent a class action, members of the Class as a practical matter will be unable to obtain redress, Defendant's violations of its legal duties will continue without remedy, additional consumers will be harmed, and Defendant will continue to retain its ill-gotten gains;
- (b) It would be a substantial hardship for most individual members of the Class if they were forced to prosecute individual actions;
- (c) When the liability of Defendant has been adjudicated, the Court will be able to determine the claims of all members of the Class;
- (d) A class action will permit an orderly and expeditious administration of each Class member's claims and foster economies of time, effort, and expense;
- (e) A class action regarding the issues in this case does not create any problems of manageability; and
- (f) Defendant has acted on grounds generally applicable to the members of the Class, making class-wide monetary and equitable relief appropriate.

CAUSES OF ACTION

COUNT I

Violation of New York General Business Law (N.Y. GBL Law § 349)

164. Plaintiffs reallege and incorporate the allegations contained in the paragraphs above, as if fully set forth herein.

165. This cause of action is brought pursuant to New York General Business Law §349 ("GBL § 349"), which prohibits deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in New York State.

166. The conduct of Defendant alleged herein violates GBL § 349 in that Defendant engaged in the unfair acts and deceptive practices as described herein, by representing comparative prices which were deceptive, false and misleading given that they were inflated, estimated, or fabricated to lead consumers to believe that they were receiving a discounted price. Such conduct is inherently and materially deceptive and misleading in a material respect which was known, or by the exercise of reasonable care, should have been known, to be untrue, deceptive or misleading by Defendant.

167. The materially misleading conduct of Defendant alleged herein was directed at Plaintiffs and the Class and the public at large.

168. Defendant's acts and practices described above are likely to mislead a reasonable consumer acting reasonably under the circumstances.

169. Defendant has willfully and knowingly violated GBL §349 because, in order to increase its own profits, Defendant intentionally engaged in deceptive and false advertising.

170. As a result of Defendant's deceptive and misleading acts, Plaintiffs and the Class have been injured because they incurred expenses in traveling to and patronizing Defendant's stores, and purchased items from Defendant without full disclosure of the material facts discussed above.

171. The "Compare At" prices contained on the price tags of merchandise at T.J. MAXX, HOME GOODS, and MARSHALLS played a substantial role in Plaintiffs' decision to travel to and patronize Defendant's stores, and influenced the price they were willing to pay for the items. In the absence of Defendant's misrepresentations. Plaintiffs would not incurred traveling costs, and would not have paid as much for the items as they did pay.

172. As a result of Defendant's conduct in violation of GBL § 349, Plaintiffs and the Class have been injured as alleged herein in amounts to be proven at trial.

173. As a result of the Defendant's false or misleading advertising, Plaintiffs and Class Members are entitled to monetary damages, injunctive relief, restitution and disgorgement of all monies obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

COUNT II
Violation of New York General Business Law
(N.Y. GBL Law § 350)

174. Plaintiffs reallege and incorporate the allegations contained in the paragraphs above, as if fully set forth herein.

175. This cause of action is brought pursuant to New York General Business Law §350 ("GBL § 350"), which prohibits false advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.

176. The conduct of Defendant alleged herein violates GBL § 350 in that Defendant engaged in false advertising as described herein, by representing on its price tags and in its advertising comparative prices which were deceptive, false and misleading given that they were inflated, estimated, or fabricated to lead consumers to believe that the products were worth significantly more than they actually were, and that consumers were receiving a discounted price.

177. Defendant's price tags and advertisements contain untrue and materially misleading statements concerning Defendant's products inasmuch as they misrepresent the true value of the products.

178. The false and misleading advertising of Defendant alleged herein was directed at Plaintiffs and the Class and the public at large.

179. Defendant's "Compare At" pricing and advertising induced Plaintiffs and Class Members to travel to and patronize Defendant's stores, and to buy Defendant's products.

180. The "Compare At" prices contained on the price tags of merchandise at T.J. MAXX, HOME GOODS, and MARSHALLS played a substantial role in Plaintiffs' decision to travel to and patronize Defendant's stores, and influenced the price they were willing to pay for the items they purchased. In the absence of Defendant's misrepresentations, Plaintiffs would not have incurred traveling costs, and would not have paid as much for the items as they did pay.

181. As a result of the Defendant's conduct alleged herein, Plaintiffs and the Class are entitled to damages to be proven at trial.

COUNT III
Intentional Misrepresentation

182. Plaintiffs reallege and incorporate the allegations contained in the paragraphs above, as if fully set forth herein.

183. During the relevant period, Defendant intentionally made false representations that its products were worth the advertised "Compare At" pricing. As described herein, Defendant's representations were untrue insofar as, according to Defendant's own websites, no other retailer actually offered the items at that compared price.

184. Defendant made the representations herein with the intention of inducing the public, including Plaintiffs and the Class, to travel to and patronize its stores, and to purchase its products.

185. Defendant intentionally made such misrepresentations by printing "Compare At" prices prominently and conspicuously on its product's price tag and in its advertising.

186. Defendant knew that its “Compare At” pricing was false and misleading, but nevertheless made such representations through its advertising and product labeling. Defendant did so with the intention and belief that consumers would rely on Defendant’s misrepresentations.

187. Plaintiffs and Class members, at the time the representations were made by Defendant, and at the time Defendant took the actions herein alleged, were ignorant of the falsity of the representations and believed them to be true. In reliance on these representations, Plaintiffs and the Class were induced to and did incur certain expenses to travel to and patronize Defendant’s stores, and paid a higher price for the items that they purchased. Had Plaintiffs and the Class known the truth about Defendant’s “Compare At” pricing, they would not have incurred the costs associated with traveling to Defendant’s stores and would not have paid as much for the items that they purchased as they did pay.

188. As a proximate result of the fraudulent conduct of Defendant, Plaintiffs and the Class incurred certain expenses and paid monies to Defendant to which Defendant is not entitled, and have been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the members of Class, pray for:

A. Declaring that this action is properly maintainable as a class action and certifying Plaintiffs as Class representative and appointing their counsel as counsel for the Class;

B. Permanently enjoining Defendant and their agents, employees, and all persons acting under, in concert with, or for them, from engaging in, and continuing to engage in the deceptive acts or practices alleged above;

C. Awarding Plaintiffs and each member of the Class actual and statutory damages to the maximum extent permitted by law;

D. Awarding Plaintiffs the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

E. Granting such other and further equitable relief as this Court may deem just and proper.

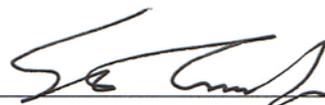
JURY DEMAND

Plaintiffs hereby request a jury on all issues so triable.

DATED: December 31, 2015

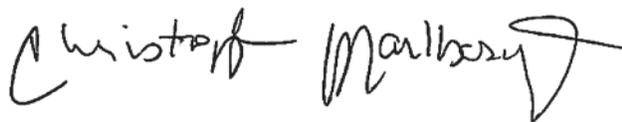
Respectfully submitted,

CONNOLLY WELLS & GRAY, LLP



Stephen E. Connolly (*admitted pro hac vice*)
Gerald D. Wells, III (*admitted pro hac vice*)
2200 Renaissance Blvd., Suite 308
King of Prussia, PA 19406
Telephone: (610) 822-3700
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THE MARLBOROUGH LAW FIRM, PC



Christopher Marlborough (CM6107)
445 Broad Hollow Road, Suite 400
Melville, New York 11747
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Facsimile: (212) 991-8952
Email: chris@marlboroughlawfirm.com

Counsel for Plaintiffs and the Proposed Class

EXHIBIT A



JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265 - 9754

May 27, 2015 through June 23, 2015

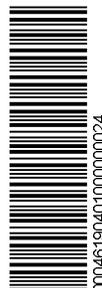
Primary Account: [REDACTED] 1064

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-800-935-9935**
 Deaf and Hard of Hearing: **1-800-242-7383**
 Para Espanol: **1-877-312-4273**
 International Calls: **1-713-262-1679**

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ALEKSANDR KOROTKIY
 OR SVETLANA BRAYNINA



WE ARE MAKING CHANGES TO THE MONTHLY SERVICE FEE ON YOUR CHASE TOTAL CHECKING(R) ACCOUNT

Starting with statement periods that begin after June 17 for Chase Total Checking accounts:

- We will increase the Monthly Service Fee to \$12 from \$10 for accounts opened in CA, OR and WA.
- We will keep the Monthly Service Fee at \$12 in all other states.
- We will no longer waive the Monthly Service Fee when you pay \$25 or more in qualifying checking-related services or fees.

You can continue to avoid the Monthly Service Fee if you have any ONE of the following during a statement period:

- Direct deposits totaling \$500 or more made to the account
- OR, a minimum daily balance of \$1,500 in the account
- OR, an average daily balance of \$5,000 or more in any combination of qualifying linked deposits/investments.

If you have questions, please call us at the telephone number listed on this statement.

Our worksheet for balancing your checkbook is now on chase.com

Beginning July 20, your statement will no longer include our worksheet for balancing your checkbook. You can still access this form on chase.com.

To find this guide online:

1. Go to chase.com/checking/account-tips
2. Scroll down to the section titled Track Your Spending
3. Download the Balancing your Checkbook Worksheet

Please call us at the number on this statement if you have any questions.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	[REDACTED] 1064	\$461.76	\$216.45
Chase Total Checking	[REDACTED] 9038	297.69	239.09
Total		\$759.45	\$455.54
TOTAL ASSETS		\$759.45	\$455.54



May 27, 2015 through June 23, 2015
 Primary Account: [REDACTED] 1064

All Summary Balances shown are as of June 23, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE TOTAL CHECKING

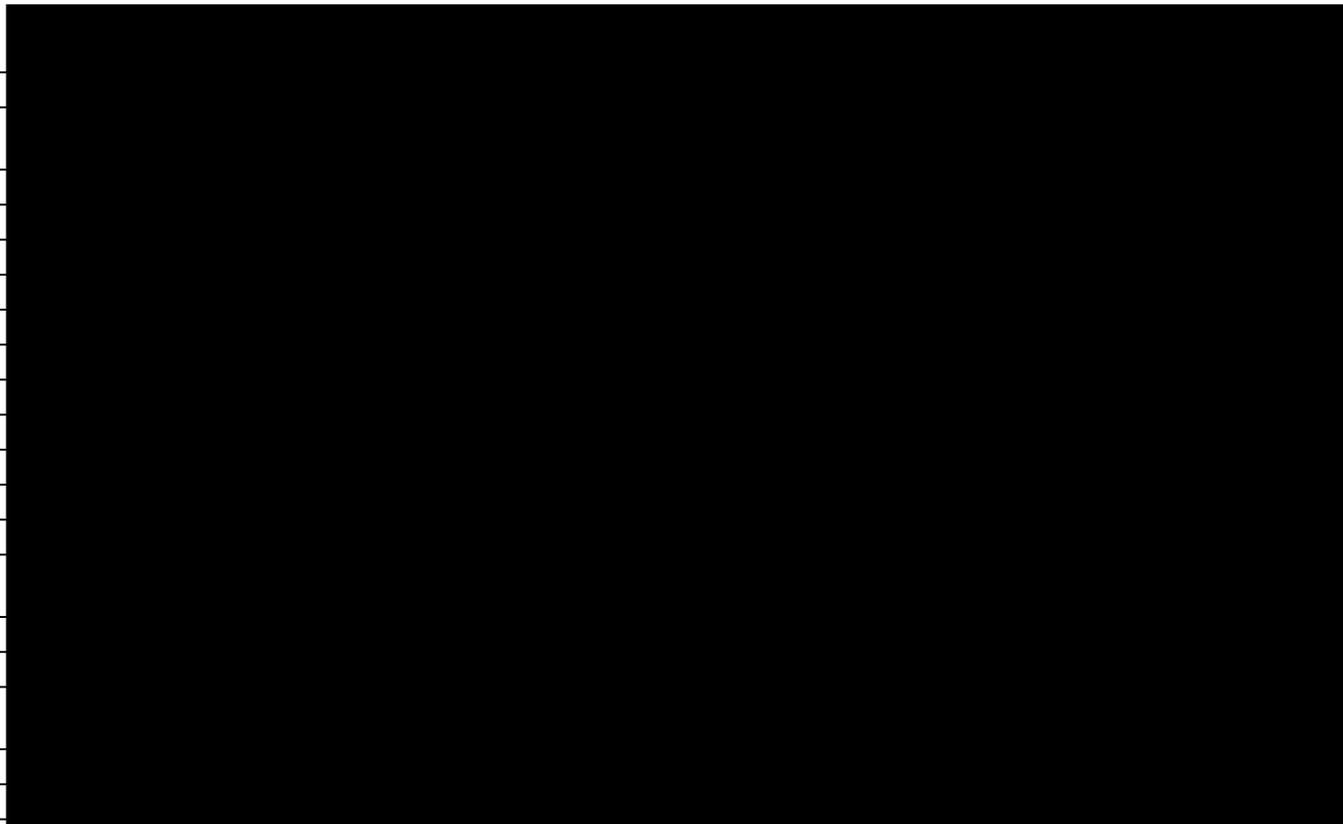
ALEKSANDR KOROTKIY Account Number: [REDACTED] 1064
 OR SVETLANA BRAYNINA

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$461.76
Deposits and Additions	5,385.74
ATM & Debit Card Withdrawals	- 2,345.80
Electronic Withdrawals	- 2,585.25
Fees and Other Withdrawals	- 700.00
Ending Balance	\$216.45

TRANSACTION DETAIL

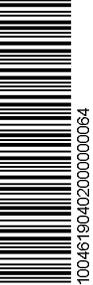
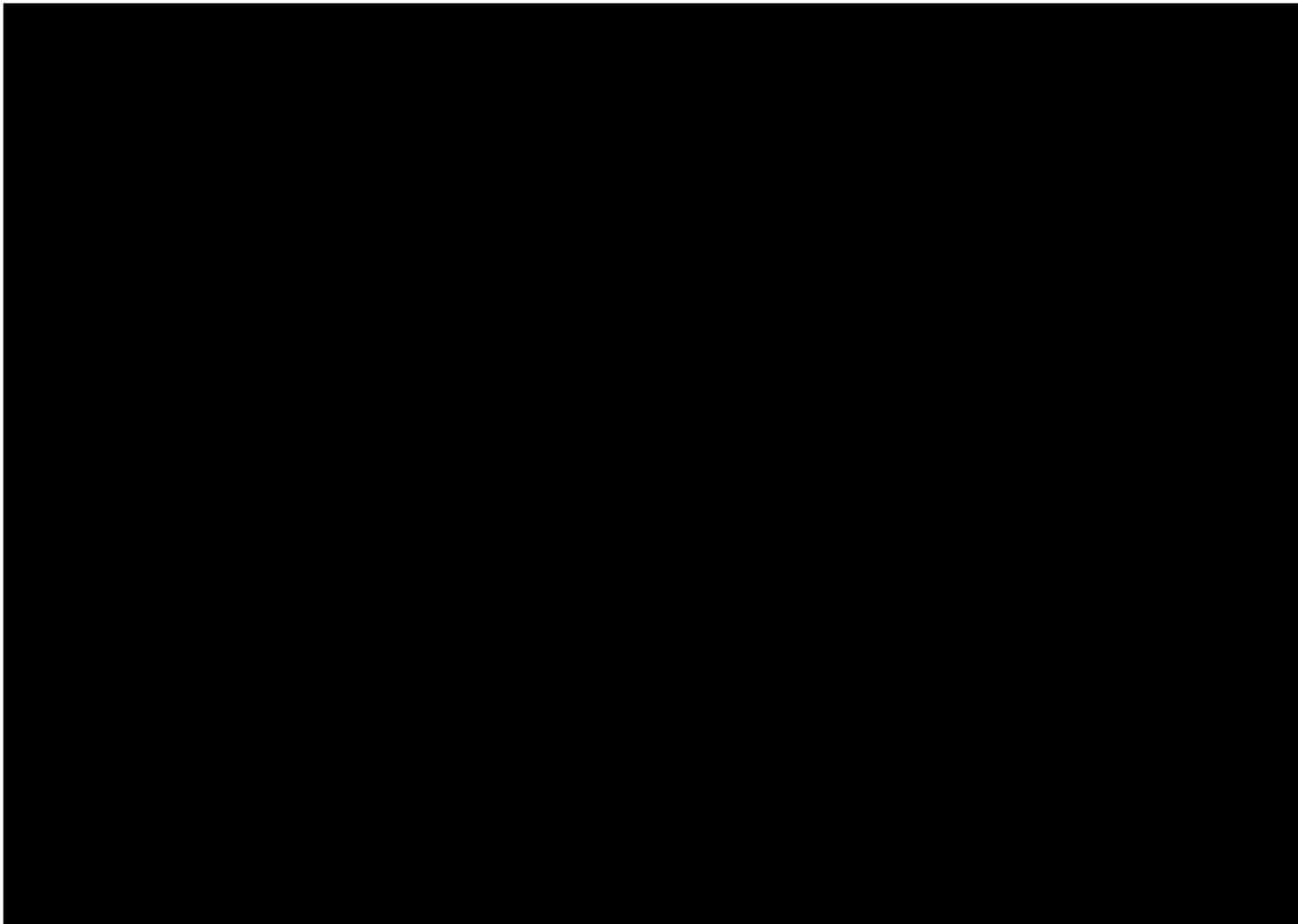
DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$461.76



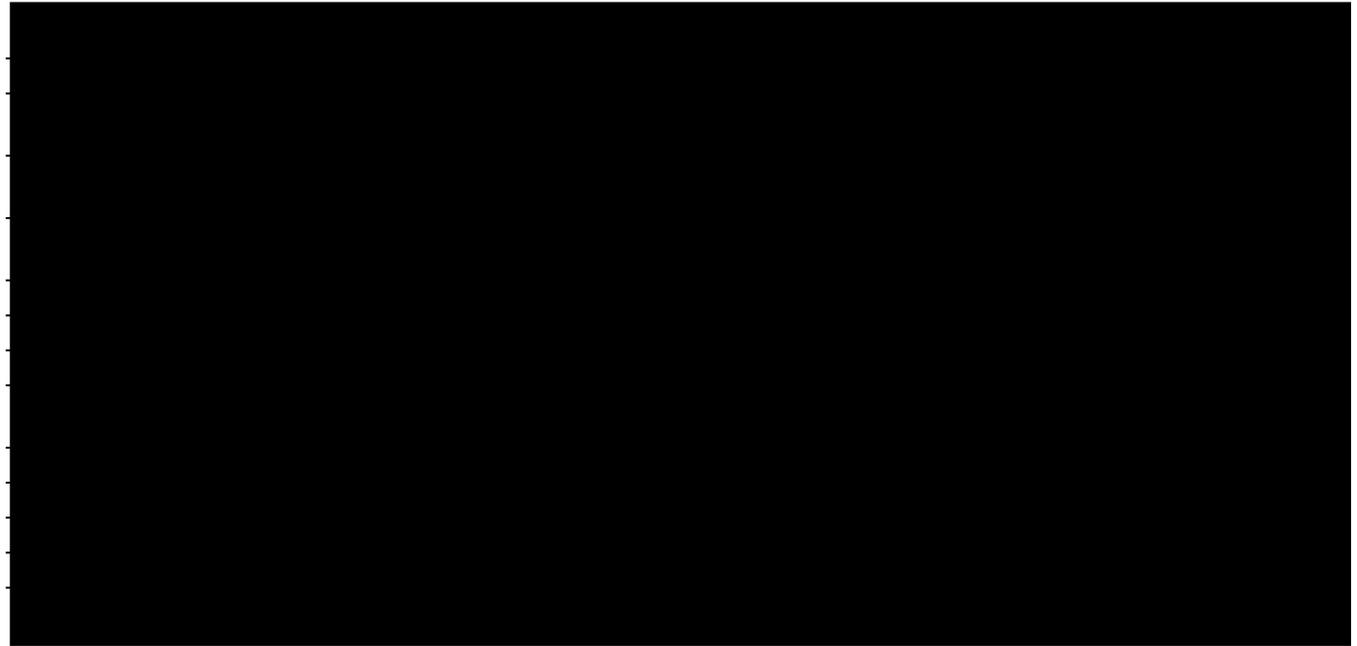


May 27, 2015 through June 23, 2015
Primary Account: [REDACTED] 1064

TRANSACTION DETAIL (continued)



06/08	Card Purchase	06/06 Marshalls #0482 Philadelphia PA Card 5609	- 36.98	356.89
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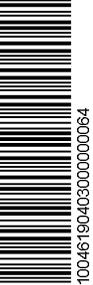




May 27, 2015 through June 23, 2015
 Primary Account: [REDACTED] 1064

A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
 (Your total direct deposits this period were \$2,815.74. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in your checking account of \$1,500.00 or more**
 (Your minimum daily balance was \$24.00)
- **OR, keep an average qualifying deposit and investment balance of \$5,000.00 or more**
 (Your average qualifying deposit and investment balance was \$4,232.00)
- **OR, pay at least \$25.00 in qualifying checking-related services or fees.**
 (Your total qualifying checking-related services or fees paid were \$0.00)



CHASE TOTAL CHECKING

SVETLANA BRAYNINA

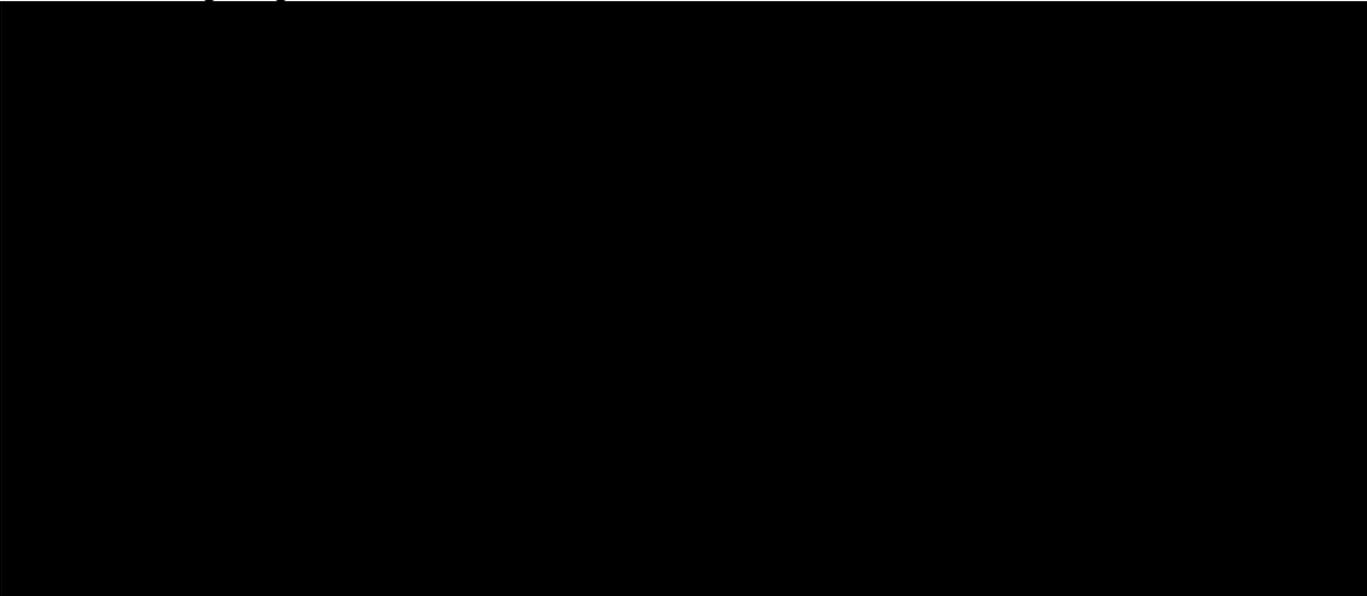
Account Number: [REDACTED] 9038

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$297.69
Deposits and Additions	1,755.86
ATM & Debit Card Withdrawals	- 1,814.46
Ending Balance	\$239.09

TRANSACTION DETAIL

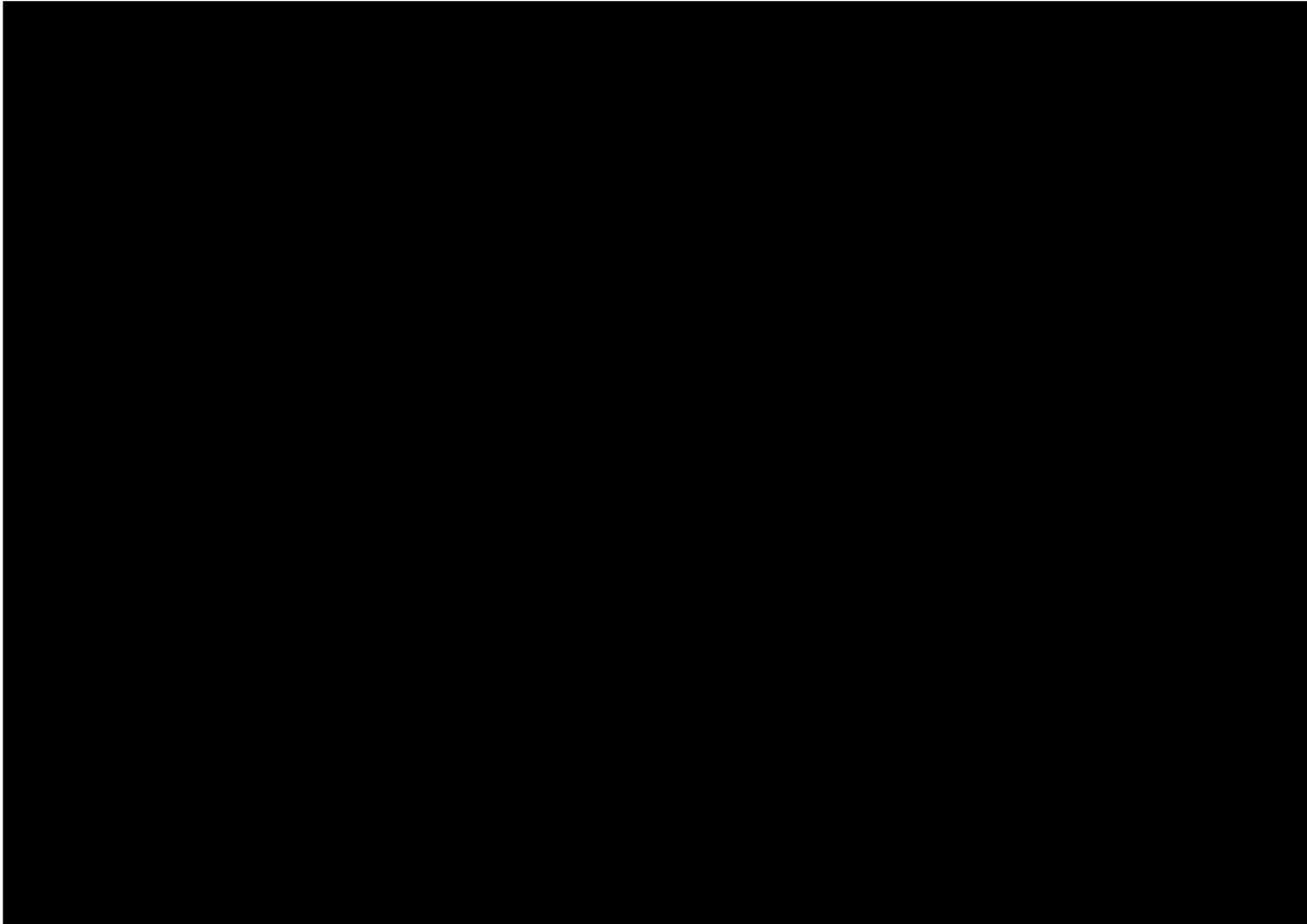
DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$297.69





May 27, 2015 through June 23, 2015
Primary Account: [REDACTED] 1064

TRANSACTION DETAIL (continued)



A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
(Your total direct deposits this period were \$1,655.86. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in your checking account of \$1,500.00 or more**
(Your minimum daily balance was \$36.00)
- **OR, keep an average qualifying deposit and investment balance of \$5,000.00 or more**
(Your average qualifying deposit and investment balance was \$274.00)
- **OR, pay at least \$25.00 in qualifying checking-related services or fees.**
(Your total qualifying checking-related services or fees paid were \$0.00)



May 27, 2015 through June 23, 2015
 Primary Account: [REDACTED] 1064

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance: \$** _____

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: **\$** _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

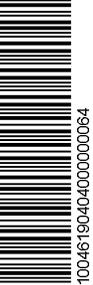
- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC





May 27, 2015 through June 23, 2015

Primary Account: [REDACTED] 1064

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JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265 - 9754

June 24, 2015 through July 23, 2015

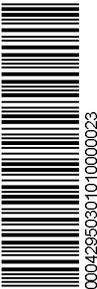
Primary Account: [REDACTED] 1064

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-800-935-9935**
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Espanol: 1-877-312-4273
 International Calls: 1-713-262-1679

00004295 DRE 802 21920515 NNYNNNNNNNN 1 000000000 17 0000

ALEKSANDR KOROTKIY
 OR SVETLANA BRAYNINA



We updated your Deposit Account Agreement

We made the following changes to your agreement on July 19, 2015:

- Revised the explanation of when funds will be available after you deposit checks drawn on a Chase account in a branch or at an ATM or eATM
- Updated the language about powers of attorney to clarify our responsibilities when you use one

Also, starting September 20, 2015, ATM cards can only be used at ATMs and eATMs and can no longer be used to purchase goods and services. This doesn't change how debit cards are used.

You can view a copy of your updated agreement anytime by logging in to chase.com, or by visiting any of our branches. If you have questions, please call us at the number on this statement or visit any of our branches.

Our worksheet for balancing your checkbook is now on chase.com

Beginning July 20, your statement will no longer include our worksheet for balancing your checkbook. You can still access this form on chase.com.

To find this guide online:

1. Go to chase.com/checking/account-tips
2. Scroll down to the section titled Track Your Spending
3. Download the Balancing your Checkbook Worksheet

Please call us at the number on this statement if you have any questions.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	[REDACTED] 1064	\$216.45	\$12.65
Chase Total Checking	[REDACTED] 9038	239.09	18.43
Total		\$455.54	\$31.08
TOTAL ASSETS		\$455.54	\$31.08



June 24, 2015 through July 23, 2015
Primary Account: [REDACTED] 1064

All Summary Balances shown are as of July 23, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE TOTAL CHECKING

ALEKSANDR KOROTKIY
OR SVETLANA BRAYNINA

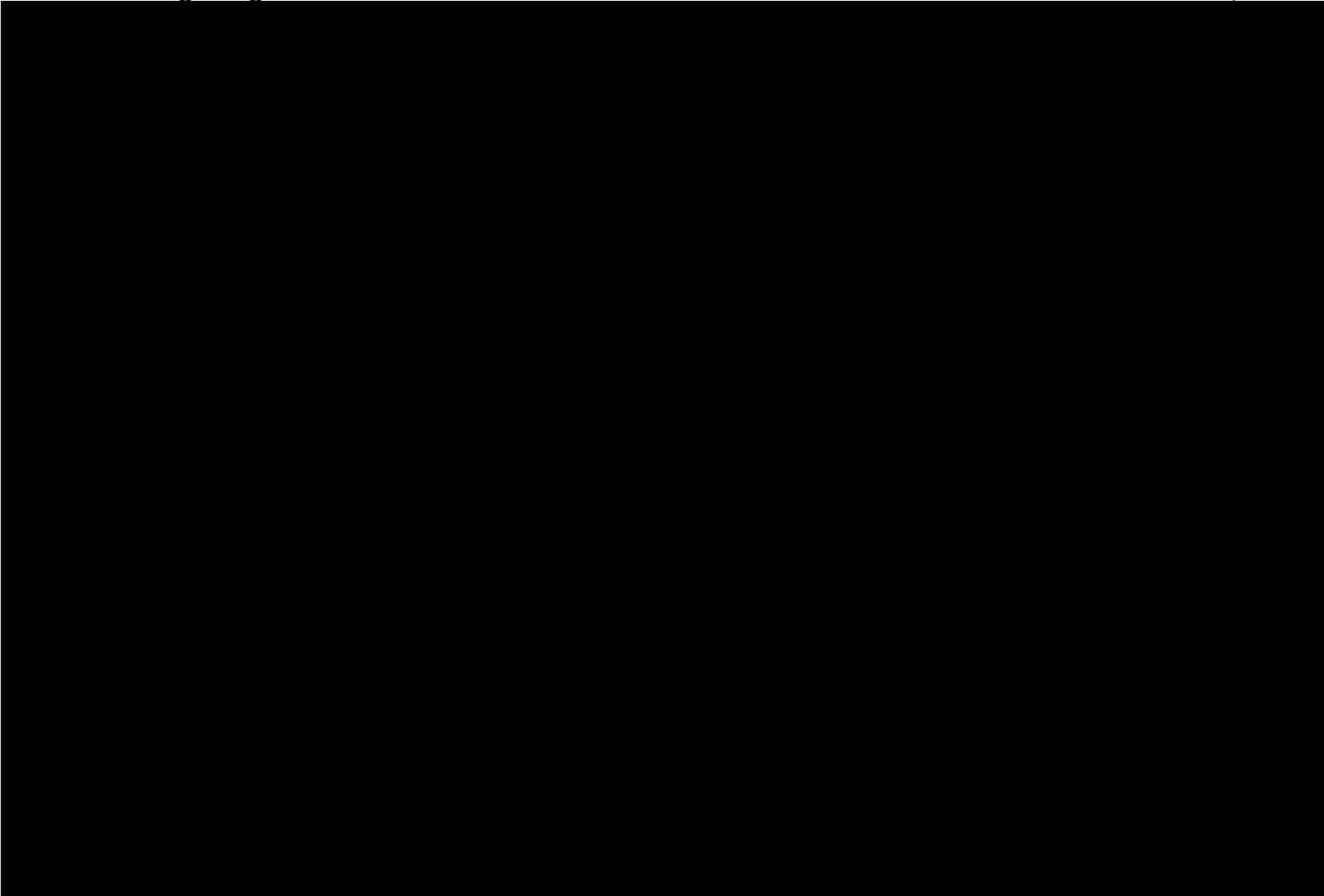
Account Number: [REDACTED] 1064

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$216.45
Deposits and Additions	5,730.51
ATM & Debit Card Withdrawals	- 3,221.96
Electronic Withdrawals	- 2,712.35
Ending Balance	\$12.65

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$216.45

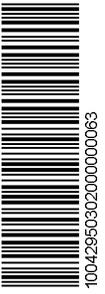




June 24, 2015 through July 23, 2015
Primary Account: [REDACTED] 1064

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
07/08	Card Purchase With Pin 07/08 Marshalls Marshalls Newhydepk NY Card 3616	- 10.45	123.40





June 24, 2015 through July 23, 2015
 Primary Account: [REDACTED] 1064

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
[REDACTED]			

A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
 (Your total direct deposits this period were \$2,924.08. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in this checking account of \$1,500.00 or more**
 (Your minimum daily balance was \$33.85)
- **OR, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more**
 (Your average daily balance of qualifying linked deposits and investments was \$2,057.09)

CHASE TOTAL CHECKING

SVETLANA BRAYNINA

Account Number: [REDACTED] 9038

CHECKING SUMMARY

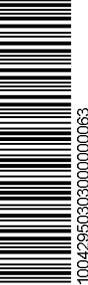
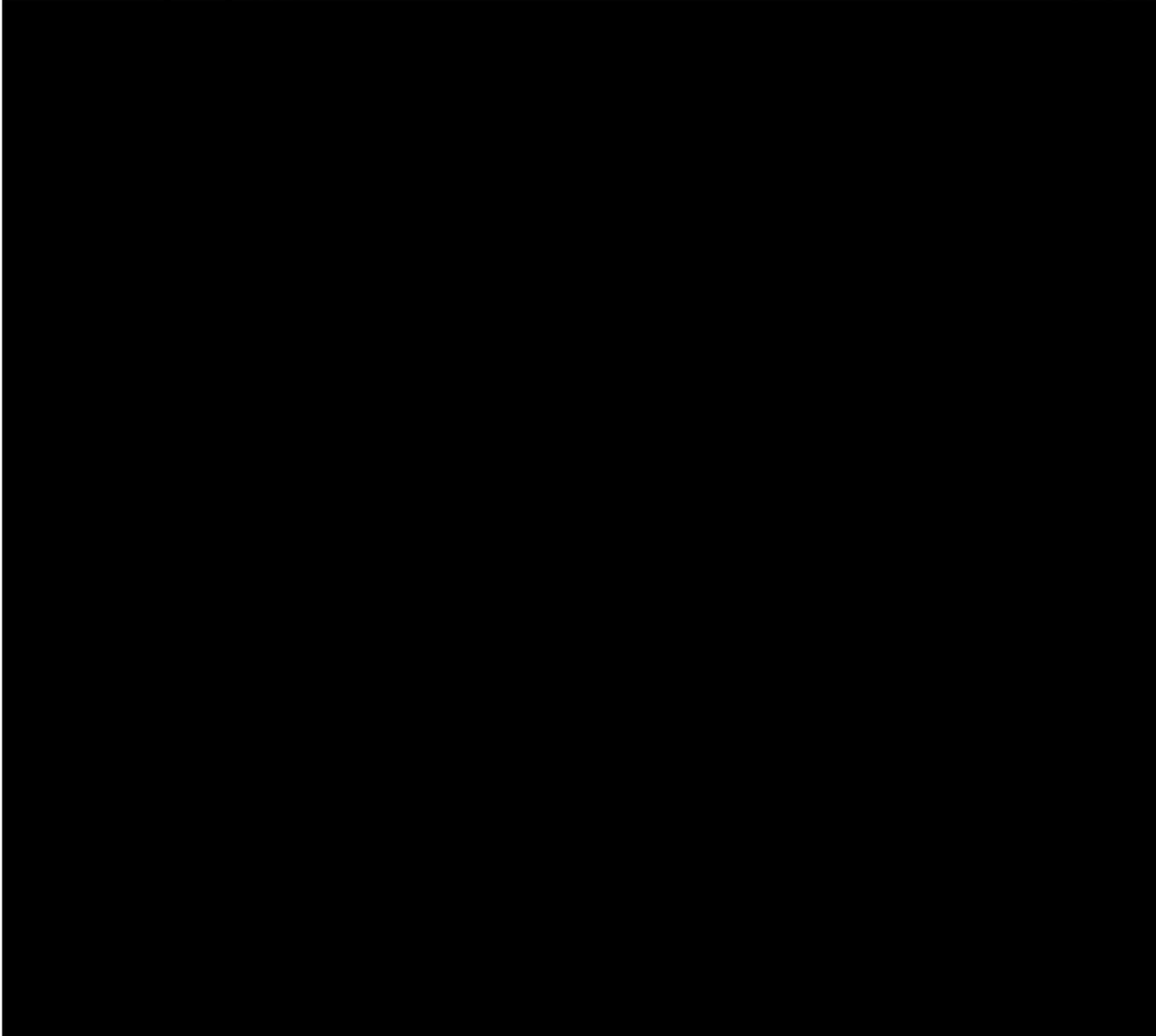
	AMOUNT
Beginning Balance	\$239.09
Deposits and Additions	2,115.86
ATM & Debit Card Withdrawals	- 2,236.52
Electronic Withdrawals	- 100.00
Ending Balance	\$18.43



June 24, 2015 through July 23, 2015
Primary Account: [REDACTED] 1064

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$239.09



A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more.**
(Your total direct deposits this period were \$1,655.86. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in this checking account of \$1,500.00 or more**
(Your minimum daily balance was \$18.43)
- **OR, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more**
(Your average daily balance of qualifying linked deposits and investments was \$142.04)



June 24, 2015 through July 23, 2015
Primary Account: [REDACTED] 1064

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation .

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



Page 1 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Jul. 03 - Aug. 02, 2015 31 Days in Billing Cycle

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:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
--	---	----------------------

Minimum Payment	3 Month(s)	\$55
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If you would like information about credit counseling services, call 1-888-326-8055.

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 \$35.00.

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$54.03	\$25.00	Aug 27, 2015

Account ending in 7313

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$4,000.00 Cash Advance Credit Limit: \$2,000.00
 Available Credit: \$3,945.97 Available Credit for Cash Advances: \$2,000.00

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$0.00	\$136.42	\$0.00	\$190.45	\$54.03

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. Contact the New York State Department of Financial Services: 1-877-226-5697 or www.dfs.ny.gov.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR YAUHANI VOLKAU #7313

2 29 JUL TJMAXX #0165STATEN ISLANDNY (\$78.95)

TRANSACTIONS FOR YAUHANI VOLKAU #7313

3 29 JUL TJMAXX #0165STATEN ISLANDNY \$5.43
 4 29 JUL TJMAXX #0165STATEN ISLANDNY \$97.93

Total for Yauhani Volkau #7313 \$190.45

▶ **Total Transactions This Period \$190.45**

Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE	2,273
REWARDS EARNED THIS PERIOD (reflects transactions posted during this billing cycle)	140
AVAILABLE BALANCE AS OF 08/02/2015	2,413

For up-to-date rewards tracking, visit www.capitalone.com or simply call 1-800-228-3001



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 Charge
Purchases	17.90% D	\$0.00	\$0.00
Cash Advances	24.90% D	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.



Account ending in 7313

Due Date New Balance Minimum Payment Amount Enclosed

Aug 27, 2015

\$54.03

\$25.00

.

PLEASE PAY AT LEAST THIS AMOUNT

LESS WASTE!

Since you haven't been sending your payments by mail for the past year, we'll stop sending those pesky envelopes. You can continue to eliminate waste by signing up for paperless statements at www.capitalone.com.

400022

YAUHANI VOLKAU



Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083



How Can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid 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 \$0.50 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.

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

How can my Variable APR change? Your APR may increase or decrease based on one of the following reported indices (reported in *The Wall Street Journal*). To find which index is used for your account, look for a letter code on the front of this statement next to your APR(s). Then check the table below:

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

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement 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 I Make Payments? You may make your payment in several ways:

1. Online and logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Telephone Voice Response System by dialing the telephone number listed on the front of this statement and following the voice prompts;
4. Calling the telephone number listed on the front of this statement and providing your information to our representative;
5. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

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.

When will you Credit My Payment?

· For mobile, online or over the phone, as of the business day we receive it, as long as they are made by 8 p.m. ET.

· For mailed payments, as of the business day we receive it, as long as you send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least (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.

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:

Capital One 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:

Capital One 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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Changing Address?

Address

Home Phone

Alternate Phone

E-mail

Address

Please print address or phone number above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payment smoothly:



- Make checks payable to Capital One Bank (USA), N.A. and mail with this payment slip.



- Don't staple or paper clip your check to the payment slip.
- Please don't include any additional correspondence.



- Last but not least, be sure to write the last four digits of your account number on your check.



Page 2 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Jul. 03 - Aug. 02, 2015 31 Days in Billing Cycle

Visa Platinum Account ending in 7313
NEW BALANCE **MINIMUM PAYMENT** **DUE DATE**
\$54.03 **\$25.00** **Aug 27, 2015**

Credit Limit: \$4,000.00
 Available Credit: \$3,945.97
 Cash Advance Credit Limit: \$2,000.00
 Available Credit for Cash Advances: \$2,000.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$0.00	-	\$136.42	+	\$0.00	+	\$190.45	=	\$54.03

TRANSACTIONS CONTINUED

FEES	Total Fees This Period	\$0.00
INTEREST CHARGED	Total Interest This Period	\$0.00
TOTALS YEAR TO DATE	Total Fees This Year	\$0.00
	Total Interest This Year	\$9.44



Page 1 of 3
 Customer Service 1-800-955-7070
 www.capitalone.com

Aug. 03 - Sep. 02, 2015 31 Days in Billing Cycle

Visa Platinum		Account ending in 7313
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$761.88	\$25.00	Sep 27, 2015
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$4,000.00	Cash Advance Credit Limit: \$2,000.00	
Available Credit: \$3,238.12	Available Credit for Cash Advances: \$2,000.00	

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:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	3 Years	\$1,023

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

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 \$35.00.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$54.03	-	\$149.97	+	\$0.00	+	\$857.82	=	\$761.88

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. Contact the New York State Department of Financial Services: 1-877-226-5697 or www.dfs.ny.gov.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR YAUHANI VOLKAU #7313

2 17 AUG TJMAXX #0165STATEN ISLANDNY (\$89.97)

TRANSACTIONS FOR YAUHANI VOLKAU #7313

3 04 AUG HOMEGOODS #242STATEN ISLANDNY \$8.97

8 05 AUG MARSHALLS #0656STATEN ISLANDNY \$36.97

Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE	2,413
REWARDS EARNED THIS PERIOD (reflects transactions posted during this billing cycle)	961
AVAILABLE BALANCE AS OF 09/02/2015	3,374

For up-to-date rewards tracking, visit
www.capitalone.com
 or simply call 1-800-228-3001



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 Charge
Purchases	17.90% D	\$0.00	\$0.00
Cash Advances	24.90% D	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.



Account ending in 7313

Due Date	New Balance	Minimum Payment	Amount Enclosed
Sep 27, 2015	\$761.88	\$25.00	.

PLEASE PAY AT LEAST THIS AMOUNT

LESS WASTE!

Since you haven't been sending your payments by mail for the past year, we'll stop sending those pesky envelopes. You can continue to eliminate waste by signing up for paperless statements at www.capitalone.com.

400022

YAUHANI VOLKAU



Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083



How Can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid 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 \$0.50 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 you paid your previous month's balance in full (or 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.

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

How can my Variable APR change? Your APR may increase or decrease based on one of the following reported indices (reported in *The Wall Street Journal*). To find which index is used for your account, look for a letter code on the front of this statement next to your APR(s). Then check the table below:

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

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement 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 I Make Payments? You may make your payment in several ways:

1. Online and logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Telephone Voice Response System by dialing the telephone number listed on the front of this statement and following the voice prompts;
4. Calling the telephone number listed on the front of this statement and providing your information to our representative;
5. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

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.

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 mailed payments, as of the business day we receive it, as long as you send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least (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.

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:

Capital One 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: Capital One 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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Changing Address?

Address

Home Phone

Alternate Phone

E-mail

Address

Please print address or phone number above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payment smoothly:



- Make checks payable to Capital One Bank (USA), N.A. and mail with this payment slip.



- Don't staple or paper clip your check to the payment slip.
- Please don't include any additional correspondence.



- Last but not least, be sure to write the last four digits of your account number on your check.



Page 2 of 3
 Customer Service 1-800-955-7070
 www.capitalone.com

Aug. 03 - Sep. 02, 2015 31 Days in Billing Cycle

Visa Platinum Account ending in 7313

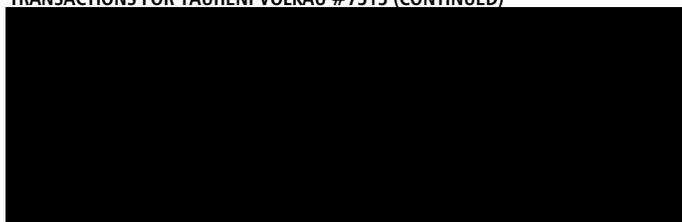
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$761.88	\$25.00	Sep 27, 2015

Credit Limit:	\$4,000.00
Available Credit:	\$3,238.12
Cash Advance Credit Limit:	\$2,000.00
Available Credit for Cash Advances:	\$2,000.00

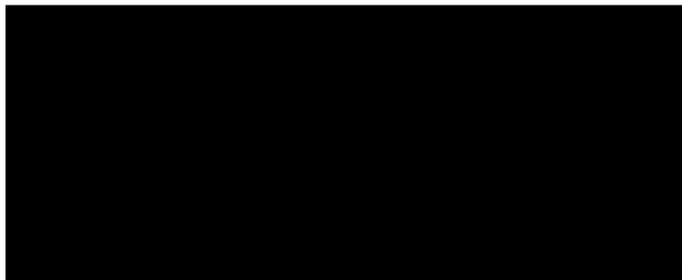
Previous Balance	-	Payments and Credits	+	Fees and Interest Charged	+	Transactions	=	New Balance
\$54.03		\$149.97		\$0.00		\$857.82		\$761.88

TRANSACTIONS CONTINUED

TRANSACTIONS FOR YAUHENI VOLKAU #7313 (CONTINUED)



19	12 AUG TJMAXX #0165STATEN ISLANDNY	\$134.98
20	14 AUG TJMAXX #0165STATEN ISLANDNY	\$119.96



▶ **Total Transactions This Period \$857.82**

FEES

Total Fees This Period	\$0.00
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INTEREST CHARGED

Total Interest This Period	\$0.00
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TOTALS YEAR TO DATE

Total Fees This Year	\$0.00
Total Interest This Year	\$9.44



FACTS **WHAT DOES CAPITAL ONE® DO WITH YOUR PERSONAL INFORMATION?**

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Account transactions and credit card or other debt

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Capital One chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Capital One share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes – information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes – information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	YES	YES

To limit our sharing

- Call us toll free: 1-888-817-2970 – our menu will prompt you through your choices.

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Go to www.capitalone.com/contactus

Who we are**Who is providing this notice?**

Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx, and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One, National Association.

What we do**How does Capital One protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Capital One collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx, and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One, National Association.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include insurance companies, service providers, co-branded partners, retailers, data processors, and advertisers.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as other banks and insurance companies.*

Other important information

CA and VT Residents: We will not share your information with companies outside of Capital One, except for our everyday business purposes, for marketing our products and services to you, or with your consent.

VT Residents only: We will not disclose credit information about you within or outside the Capital One family of companies except as required or permitted by law.

NV Residents: Notice provided pursuant to state law. To be placed on our internal Do Not Call List, call 1-888-817-2970. If you would like more information about telemarketing practices, you may contact us at Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285 or webinfo@capitalone.com. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; e-mail: BCPINFO@ag.state.nv.us.

Telephone Communications: All telephone communications with us or our authorized agents may be monitored or recorded.



Page 1 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Sep. 03 - Oct. 02, 2015 30 Days in Billing Cycle

Visa Platinum		Account ending in 7313
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$1,114.58	\$26.00	Oct 27, 2015
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$4,000.00	Cash Advance Credit Limit: \$2,000.00	
Available Credit: \$2,885.42	Available Credit for Cash Advances: \$2,000.00	

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:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	6 Years	\$1,829
\$40	3 Years	\$1,449

Your estimated savings if you pay off this balance in 3 years: \$380

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

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 \$35.00.

Previous Balance	–	Payments and Credits	+	Fees and Interest Charged	+	Transactions	=	New Balance
\$761.88		\$241.53		\$15.24		\$578.99		\$1,114.58

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. Contact the New York State Department of Financial Services: 1-877-226-5697 or www.dfs.ny.gov.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR YAUHANI VOLKAU #7313
 1 13 SEP TJMAXX #0165STATEN ISLANDNY (\$141.53)

TRANSACTIONS FOR YAUHANI VOLKAU #7313

8	04 SEP	TJMAXX #0165STATEN ISLANDNY	\$10.00
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Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE	3,374
REWARDS EARNED THIS PERIOD (reflects transactions posted during this billing cycle)	549
AVAILABLE BALANCE AS OF 10/02/2015	3,923

For up-to-date rewards tracking, visit
www.capitalone.com
 or simply call 1-800-228-3001



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 Charge
Purchases	17.90% D	\$1,036.21	\$15.24
Cash Advances	24.90% D	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.



Account ending in 7313

Due Date	New Balance	Minimum Payment	Amount Enclosed
Oct 27, 2015	\$1,114.58	\$26.00	.

PLEASE PAY AT LEAST THIS AMOUNT

LESS WASTE!

Since you haven't been sending your payments by mail for the past year, we'll stop sending those pesky envelopes. You can continue to eliminate waste by signing up for paperless statements at www.capitalone.com.

400022

YAUHANI VOLKAU



Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083



How Can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid 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 \$0.50 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 you paid your previous month's balance in full (or 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.

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

How can my Variable APR change? Your APR may increase or decrease based on one of the following reported indices (reported in *The Wall Street Journal*). To find which index is used for your account, look for a letter code on the front of this statement next to your APR(s). Then check the table below:

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

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement 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 I Make Payments? You may make your payment in several ways:

1. Online and logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Telephone Voice Response System by dialing the telephone number listed on the front of this statement and following the voice prompts;
4. Calling the telephone number listed on the front of this statement and providing your information to our representative;
5. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

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.

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 mailed payments, as of the business day we receive it, as long as you send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least (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.

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:

Capital One 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: Capital One 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.

© 2015 Capital One. Capital One is a federally registered service mark.

Changing Address?

Address

Home Phone

Alternate Phone

E-mail

Address

Please print address or phone number above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payment smoothly:



- Make checks payable to Capital One Bank (USA), N.A. and mail with this payment slip.



- Don't staple or paper clip your check to the payment slip.
- Please don't include any additional correspondence.



- Last but not least, be sure to write the last four digits of your account number on your check.



Page 2 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Sep. 03 - Oct. 02, 2015 30 Days in Billing Cycle

Visa Platinum		Account ending in 7313
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$1,114.58	\$26.00	Oct 27, 2015

Credit Limit:	\$4,000.00
Available Credit:	\$2,885.42
Cash Advance Credit Limit:	\$2,000.00
Available Credit for Cash Advances:	\$2,000.00

Previous Balance	-	Payments and Credits	+	Fees and Interest Charged	+	Transactions	=	New Balance
\$761.88		\$241.53		\$15.24		\$578.99		\$1,114.58

TRANSACTIONS CONTINUED

TRANSACTIONS FOR YAUHANI VOLKAU #7313 (CONTINUED)

[REDACTED]		
12	09 SEP	TJMAXX #0165STATEN ISLANDNY \$158.52
[REDACTED]		
20	18 SEP	TJMAXX #0165STATEN ISLANDNY \$5.99
[REDACTED]		

▶ **Total Transactions This Period \$578.99**

FEES
 Total Fees This Period \$0.00

INTEREST CHARGED
 INTEREST CHARGE: PURCHASES \$15.24
 Total Interest This Period \$15.24

TOTALS YEAR TO DATE
 Total Fees This Year \$0.00
 Total Interest This Year \$24.68



Page 1 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Oct. 03 - Nov. 02, 2015 31 Days in Billing Cycle

Visa Platinum		Account ending in 7313
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$1,666.43	\$38.00	Nov 27, 2015
 PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$4,000.00	Cash Advance Credit Limit: \$2,000.00	
Available Credit: \$2,333.57	Available Credit for Cash Advances: \$2,000.00	

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:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	10 Years	\$3,240
\$60	3 Years	\$2,166

Your estimated savings if you pay off this balance in 3 years: \$1,074

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

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 \$35.00.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$1,114.58	-	\$60.00	+	\$21.67	+	\$590.18	=	\$1,666.43

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. Contact the New York State Department of Financial Services: 1-877-226-5697 or www.dfs.ny.gov.

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR YAUHANI VOLKAU #7313

TRANSACTIONS FOR YAUHANI VOLKAU #7313

4 06 OCT MARSHALLS #0656STATEN ISLANDNY \$65.87

Transactions continue on page 2

REWARDS INFORMATION - YAUHANI VOLKAU

PREVIOUS AVAILABLE REWARDS BALANCE	3,923
REWARDS EARNED THIS PERIOD (reflects transactions posted during this billing cycle)	737
AVAILABLE BALANCE AS OF 11/02/2015	4,660

For up-to-date rewards tracking, visit
www.capitalone.com
 or simply call 1-800-228-3001



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 Charge
Purchases	17.90% D	\$1,425.41	\$21.67
Cash Advances	24.90% D	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.



Account ending in 7313

Due Date	New Balance	Minimum Payment	Amount Enclosed
Nov 27, 2015	\$1,666.43	\$38.00	.

PLEASE PAY AT LEAST THIS AMOUNT

LESS WASTE!

Since you haven't been sending your payments by mail for the past year, we'll stop sending those pesky envelopes. You can continue to eliminate waste by signing up for paperless statements at www.capitalone.com.

400022

YAUHANI VOLKAU



Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083



How Can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid 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 \$0.50 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 you paid your previous month's balance in full (or 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.

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

How can my Variable APR change? Your APR may increase or decrease based on one of the following reported indices (reported in *The Wall Street Journal*). To find which index is used for your account, look for a letter code on the front of this statement next to your APR(s). Then check the table below:

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

How can I Avoid Membership Fees? If a Renewal Notice is printed on the front of this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement 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 I Make Payments? You may make your payment in several ways:

1. Online and logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Telephone Voice Response System by dialing the telephone number listed on the front of this statement and following the voice prompts;
4. Calling the telephone number listed on the front of this statement and providing your information to our representative;
5. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

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.

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 mailed payments, as of the business day we receive it, as long as you send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least (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.

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:

Capital One 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: Capital One 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.

© 2015 Capital One. Capital One is a federally registered service mark.

Changing Address?

Address

Home Phone

Alternate Phone

E-mail

Address

Please print address or phone number above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payment smoothly:



- Make checks payable to Capital One Bank (USA), N.A. and mail with this payment slip.



- Don't staple or paper clip your check to the payment slip.
- Please don't include any additional correspondence.



- Last but not least, be sure to write the last four digits of your account number on your check.



Page 2 of 2
 Customer Service 1-800-955-7070
 www.capitalone.com

Oct. 03 - Nov. 02, 2015 31 Days in Billing Cycle

Visa Platinum		Account ending in 7313
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$1,666.43	\$38.00	Nov 27, 2015

Credit Limit:	\$4,000.00
Available Credit:	\$2,333.57
Cash Advance Credit Limit:	\$2,000.00
Available Credit for Cash Advances:	\$2,000.00

Previous Balance	-	Payments and Credits	+	Fees and Interest Charged	+	Transactions	=	New Balance
\$1,114.58		\$60.00		\$21.67		\$590.18		\$1,666.43

TRANSACTIONS CONTINUED

TRANSACTIONS FOR YAUHENI VOLKAU #7313 (CONTINUED)



Total for Yauheni Volkau #7313 \$590.18

▶ **Total Transactions This Period \$590.18**

FEES
 Total Fees This Period \$0.00

INTEREST CHARGED
 INTEREST CHARGE: PURCHASES \$21.67
 Total Interest This Period \$21.67

TOTALS YEAR TO DATE
 Total Fees This Year \$0.00
 Total Interest This Year \$46.35

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SVETLANA BRAYNINA and INGA
GUREVICH, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

TJX COMPANIES, INC.

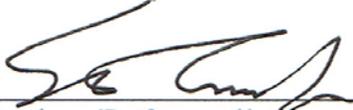
Defendant.

Case No.: 15-cv-05897

CERTIFICATE OF SERVICE

JURY TRIAL DEMANDED

I hereby certify that on December 31, 2015 the **SECOND AMENDED CLASS ACTION COMPLAINT** was filed with the Clerk of the Court by using the CM/ECF system, which will send notification of the filing to all registered participants.



Stephen E. Connolly