

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

STEPHANIE SINGH, GWEN DEJESUS,
JOSHUA ALLEN, RAUL MORALES,
ADRIAN BARRERA, JR., CLAIRE
MOORE, PATRICE JOHNSON, NIJA
WINTER, and MICHAEL SUTTON,
individually and on behalf of all others
similarly situated,

Case No. 1:24-cv-08538-MMG

Plaintiffs,

v.

CAPITAL ONE FINANCIAL
CORPORATION, THE BOARD OF
DIRECTORS OF CAPITAL ONE
FINANCIAL CORPORATION,
CAPITAL ONE FINANCIAL
CORPORATION INVESTMENT
COMMITTEE and JOHN DOES 1-30,

Defendants.

PLAN OF ALLOCATION

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. Per Section 8.2.1 of the Settlement Agreement, the Recordkeeper shall provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Settlement Amount to be distributed to each member of the Settlement Class (“Settlement Class Member” or “Class Member”) in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of

Allocation is as follows: the quarterly balances for each Class Member in their Plan account beginning December 2018 through 2025. For Class Members who had a balance in their accounts at the beginning of the Class Period, but liquidated their account prior to the December 2025 quarter, the balance in their account at the time of their last quarterly statement prior to distribution (or the last available statement that shows a balance) will be the balance used for purposes of calculating an award under this Plan of Allocation.

C. The Net Settlement Amount will be calculated as follows: (i) determine, for each year of the Class Period, whether each Current Participant and Former Participant, and any Beneficiary or Alternate Payee that had a separate account in the Plan, had a positive beginning account balance (determined by the previous year-end account balance); and (ii) divide the sum of the instances in which each Current Participant or Former Participant, or, to the extent applicable, each Beneficiary or Alternate Payee, began a calendar year for each year of the Class Period with a positive beginning account balance, by the total sum of Plan accounts with a balance to begin such a calendar year.

D. The amounts resulting from this initial calculation shall be used to calculate the pro rata settlement payment to each Settlement Class Member. Class Members who are current participants in the Plan and have a balance of \$0 will not receive a distribution from the Net Settlement Amount. Class Members who are former participants in the Plan and are entitled to a distribution of \$5.00 or less (the Former Participant De Minimis Amount) will not receive a distribution from the Net Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants described above. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member entitled to a distribution.

The sum of the Final Entitlement Amount for each remaining Settlement Class Member must equal the dollar amount of the Net Settlement Amount.

E. **Settlement Class Members With Accounts In the Plan.** For Class Members with an Active Account (an account with a positive balance) as of the calculation of the Final Entitlement Amount, each Class Member's Final Entitlement Amount will be allocated into their Plan account (unless that Plan account has been closed in the intervening period between the calculation of the Final Entitlement Amount and the payment of the Final Entitlement Amount, in which case that Class Member will receive their allocation in accordance with II.F, below). As promptly as reasonably possible after deposit of the Net Settlement Amount into the Plan (per Article 5 of the Settlement Agreement), the Settlement Administrator shall forward to the Recordkeeper the information/data needed for allocating into each Settlement Class Member's account under the Plan his or her Class Member's Final Entitlement Amount. The deposited amount shall be invested by the Recordkeeper pursuant to the Settlement Class Member's investment elections on file for new contributions. If the Class Member has no election on file, it shall be invested in any default investment option(s) designated by the Plan, and if the Plan has not designated any default investment option(s), in a target date fund commensurate with the Class Member's retirement age or similar fund under the Plan.

F. **Settlement Class Members Without Accounts Under the Plan.** Former Participants with a Final Entitlement Amount over \$5.00 shall be paid directly by the Settlement Administrator by check. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue.

G. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Final Entitlement Amount, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Amount, or the Net Settlement Amount is insufficient to distribute to all Class Members with an account balance during the Class Period, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation to allow for distribution to all qualified Class Members, including increasing or decreasing the Former Participant De Minimis Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Net Settlement Amount.

I. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Qualified Settlement Fund shall be forwarded to the Plan's trust and then be subject to the Plan's forfeiture provisions, if any, at the time of receipt by the Trust. .

J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Class Members, including Former Participants.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.