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11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 SHERENE BUCKLES and OMAR  
14 MONTES, *on behalf of themselves and all*  
15 *others similarly situated,*

16 Plaintiff,

17 v.

18 CAPITAL ONE FINANCIAL  
CORPORATION and CAPITAL ONE,  
19 NATIONAL ASSOCIATION

20 Defendant.

Case No. 5:23-cv-4052

**CLASS ACTION COMPLAINT**

(JURY TRIAL DEMANDED)

1 Plaintiffs Sherene Buckles and Omar Montes bring this action on behalf of themselves and  
2 all others similarly situated against Defendants Capital One Financial Corporation and Capital  
3 One, National Association (collectively, “Capital One” or “Defendants”). Plaintiffs make the  
4 following allegations based on the investigation of their counsel, and based upon information and  
5 belief, except as to those allegations specifically pertaining to themselves, which are based on their  
6 personal knowledge.

7 **NATURE OF ACTION**

8 1. Capital One lured Plaintiffs and similarly situated Class Members into applying for  
9 Quicksilver credit cards and SavorOne Rewards credit cards (together, the “Credit Cards”) by  
10 promising a cash sign-up bonus. The promised cash sign-up bonus was a substantial factor in  
11 Plaintiffs’ and Class Members’ decision to apply for the Credit Cards. Immediately after Plaintiffs  
12 and Class Members applied for the Credit Cards online, Capital One indicated that they had been  
13 “approved” for the Credit Cards. But, even though Plaintiffs and Class Members then spent the  
14 required amount using their Credit Cards within the specified time period, Capital One never  
15 provided Plaintiffs and Class Members with the promised sign-up bonus. Capital One’s practice  
16 of failing to provide the promised sign-up bonus is unlawful in multiple respects.

17 2. First, Capital One breached the covenant of good faith and fair dealing with  
18 consumers who have the Credit Cards by failing to issue sign-up bonuses that are advertised and  
19 promised at the time consumers apply for the Credit Cards. By failing to provide the promised  
20 sign-up bonus, Capital One denied consumers of the benefit of their bargain.

21 3. Second, Capital One’s practice of advertising and not paying sign-up bonuses  
22 violates California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code 17200 *et seq.* Capital  
23 One’s promise of a sign-up bonus enticed Plaintiffs and Class Members to apply for the Credit  
24 Cards and to spend a certain amount within a specified time by advertising terms that included a  
25 sign-up bonus—the bait.

26 4. But, after Plaintiffs and Class Members had applied, Capital One approved  
27 Plaintiffs and Class Members for Credit Cards on different terms that did not include eligibility  
28 for a sign-up bonus—the switch. Although Capital One had switched the terms, Capital One never

1 informed Plaintiffs and similarly situated Class Members that they were no longer eligible for the  
2 sign-up bonus.

3 5. As a result, Capital One's initial promise of a sign-up bonus incentivized Plaintiffs  
4 and Class Members not only to apply for and open the Credit Cards, but also to spend money on  
5 the Credit Cards to receive a sign-up bonus. In other words, based on Capital One's deceptive offer  
6 of a sign-up bonus, Plaintiffs and Class Members applied for and charged purchases to the Credit  
7 Cards that they otherwise would not have charged had they not been drawn in by the advertised  
8 sign-up bonus.

9 6. Plaintiffs, on behalf of themselves and the Class (defined below), seek to end  
10 Defendants' deceptive practices and sue for damages, restitution, and injunctive relief, as set forth  
11 below.

### 12 JURISDICTION AND VENUE

13 7. **Subject Matter Jurisdiction.** This Court has subject matter jurisdiction pursuant  
14 to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy, exclusive of  
15 costs and interest, exceeds the sum of \$5 million in the aggregate. In total, there are well over 100  
16 members of the proposed Class that are known to exist. Complete diversity exists between at least  
17 one plaintiff and one defendant.

18 8. **Personal Jurisdiction.** This Court has personal jurisdiction over Defendants  
19 because Defendants conduct substantial business in this District and in the State of California  
20 through its offering and servicing of credit products to consumers in California through its website,  
21 by phone, and by mail. In addition, Plaintiffs and the Class have suffered injury as a result of  
22 Defendants' acts in this District.

23 9. **Venue.** Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because  
24 a substantial part of the events or omissions giving rise to this action occurred in this District.

### 25 PARTIES

26 10. Plaintiff Sherene Buckles is and was at all relevant times a citizen of the State of  
27 California, residing in Pacific Grove, California. Ms. Buckles applied and was approved for her  
28 Quicksilver credit card on Capital One's website in February 2023.

1 11. Plaintiff Omar Montes is and was at all relevant times a citizen of the State of  
2 California, residing El Sobrante, California. Mr. Montes applied and was approved for Quicksilver  
3 credit card on Capital One’s website in December 2022.

4 12. Plaintiffs seek relief in their individual capacities and on behalf of Class of all  
5 others similarly situated.

6 13. Defendant Capital One Financial Corporation is a corporation organized and  
7 existing under the laws of the State of Delaware with its headquarters and principal place of  
8 business in McLean, Virginia.

9 14. Defendant Capital One, National Association is a national bank with its  
10 headquarters and principal place of business in McLean, Virginia, and is wholly owned by Capital  
11 One Financial Corporation.

12 **FACTS COMMON TO ALL CLAIMS**

13 **Capital One’s Deceptive Advertising of Sign-Up Bonuses**

14 15. Capital One consistently misrepresented to Plaintiffs and similarly situated Class  
15 Members that they would be paid a sign-up bonus if they applied for the Credit Cards and then  
16 spent a specified amount in a certain time frame.

17 16. Specifically, at the outset of the transaction, Capital One promised Plaintiffs and  
18 Class Members a sign-up bonus, ranging from \$150 to \$500, when they applied for the Credit  
19 Cards at credit level “excellent” or through a targeted offer. As shown below, the promised sign-  
20 up bonus is featured prominently on the Credit Cards’ offer pages<sup>1</sup>:

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22  
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27 <sup>1</sup> Quicksilver from Capital One, <https://www.capitalone.com/credit-cards/quicksilver/> (last  
28 visited Aug. 6, 2023); SavorOne Rewards from Capital One, <https://www.capitalone.com/credit-cards/savorone-dining-rewards/> (last visited Aug. 6, 2023).

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### Quicksilver from Capital One

Earn unlimited 1.5% cash back on every purchase, every day. Plus, a \$200 Cash Bonus.

See new cardmember offer details below.

[See if I'm Pre-Approved](#)

[Apply Now](#)

Credit Level: **EXCELLENT**  
 ★★★★★ [Read all 6,302 reviews](#)  
[View important rates and disclosures](#)

Unlimited Rewards	New Cardmember Offer	Low Intro APR	Annual Fee
Earn unlimited 1.5% cash back on every purchase, every day.	Earn a one-time \$200 cash bonus once you spend \$1,000 on purchases within 3 months from account opening <sup>1</sup>	0% intro APR for 15 months on purchases and balance transfers; 19.99% - 29.99% variable APR after that; 3% fee on the amounts transferred within the first 15 months	\$0



### SavorOne Rewards from Capital One

Earn unlimited 3% cash back on dining, entertainment, popular streaming services & at grocery stores <sup>1</sup>

[See if I'm Pre-Approved](#)

[Apply Now](#)

Credit Level: **EXCELLENT**  
 ★★★★★ [Read all 1,747 reviews](#)  
[View important rates and disclosures](#)

Unlimited Rewards	New Cardmember Offer	Low Intro APR	Annual Fee
Earn unlimited 3% cash back on dining, entertainment, popular streaming services and at grocery stores, plus 1% on all other purchases. <sup>1</sup>	Earn a one-time \$200 cash bonus once you spend \$1,000 on purchases within the first 3 months from account opening <sup>2</sup>	0% intro APR for 15 months on purchases and balance transfers; 19.99% - 29.99% variable APR after that; 3% fee on the amounts transferred within the first 15 months	\$0

17. Additionally, consumers who apply through targeted offers received by mail, email, or viewed on social media, or who choose to apply to the Credit Cards at credit level “excellent” are shown “Important Disclosures” on the actual application pages for the Credit Cards.<sup>2</sup> The

<sup>2</sup> Quicksilver Application, <https://tinyurl.com/2hmf8z7y> (last visited Aug. 6, 2023); SavorOne Rewards Application, <https://tinyurl.com/ntha9fw4> (last visited Aug. 6, 2023).

1 Important Disclosures link to Capital One Application Terms, which explicitly state that sign-up  
2 bonuses will be paid if cardholders meet minimum spend requirements.<sup>3</sup>

3 18. Based on Capital One’s promised sign-up bonus, Plaintiffs and Class Members  
4 clicked the “See if I’m Pre-Approved” and/or “Apply Now” buttons. By applying for the SavorOne  
5 Rewards and Quicksilver credit cards, applicants risk a temporary decrease in their credit scores  
6 when Capital One conducts a “hard inquiry” and examines applicants’ credit files.

7 19. On the webpage Plaintiffs and Class Members are directed to after applying for the  
8 Credit Cards, and in the welcome emails, Capital One then indicated to Plaintiffs and Class  
9 Members that they had been approved for a “SavorOne Rewards” or “Quicksilver” Credit Card.  
10 But while Capital One indicated to Plaintiff and the Class Members that they had been approved,  
11 Capital One had, in fact, deceptively switched the applicable terms to those associated with “good”  
12 instead of “excellent” credit. While Capital One sets forth a different APR upon approval  
13 (increasing it from the 0% APR for the first fifteen months, associated with excellent credit),  
14 Capital One never mentioned to Plaintiffs and Class Members that were no longer eligible for the  
15 sign-up bonus. As such, Plaintiffs and Class Members, reasonably believed they had been  
16 approved for the Credit Cards with the associated sign-up bonus. Plaintiffs and Class Members  
17 then spent the amount required for the sign-up bonus in the specified time reasonably believing  
18 that they would still receive a sign-up bonus. Capital One’s misrepresentation that Plaintiffs and  
19 Class Members would receive a sign-up bonus were a substantial factor in Plaintiffs’ and Class  
20 Members’ decision to apply for the Credit Cards, and to meet the spending amount in the specified  
21 time frame.

22 20. As a result of Capital One’s deceptive and bad faith practice of luring customers in  
23 with the promise of a sign-up bonus and then switching the terms applicable in the process of  
24 approving Plaintiffs and Class Members and omitting that the sign-up bonus no longer applied,  
25 Plaintiffs and Class Members thus suffered economic harm—the difference between the full

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26 <sup>3</sup> See Quicksilver Application Terms, <https://tinyurl.com/2hmf8z7y> (follow “Download/Print”  
27 hyperlink) (last visited Aug. 6, 2023), attached as Exhibit 1; *see also* SavorOne Rewards  
28 Application Terms <https://tinyurl.com/ntha9fw4> (follow “Download/Print” hyperlink) (last  
visited Aug. 6, 2023), attached as Exhibit 2.

1 required spending amount paid with no sign-up bonus, and the required spending amount paid less  
2 the sign-up bonus that was promised out the outset.

3 **Consumer Complaints**

4 21. Dozens of consumers have submitted complaints to the Consumer Financial  
5 Protection Bureau (“CFPB”) about Capital One’s deceptive marketing of the Credit Cards.

6 22. Consumers have complained to the CFPB about Capital One’s deceptive practices,  
7 reporting that even when they notify Capital One that they have not received the promised sign-  
8 up bonus after meeting the minimum spend requirements on their Credit Cards, Capital One was  
9 unwilling to apply the terms under which these consumers applied for their Credit Cards.

10 a. “I applied for a Capital One Savor One card, on Capitol One 's website, when I was  
11 offered a promotion to receive {\$150.00} signup bonus for spending {\$500.00} in  
12 three months and 0 % APR for 15 months (starting at sign up, XX/XX/19) on all  
13 new purchases. I have spent the required {\$500.00} and they are refusing to honor  
14 the promotion. They say I didn't sign up under the promotion. I have asked them  
15 how their system says I signed up and they can't or won't give any specifics. I was  
16 careful to follow all the instructions for the promotion given on their web page. I  
17 asked if I somehow didn't qualify and they verified that the problem was not  
18 qualification, but that their computer said I didn't sign up for that promotion. They  
19 have also charged me interest on at least one billing cycle.”<sup>4</sup>

20 b. “Applied for the CapitalOne XXXX card using their link on their site that was  
21 supposed to give {\$200.00} cashback for spending {\$500.00} within 3 months of  
22 getting the card. I spent the {\$500.00} on the card after receiving it in the mail and  
23 I still didn't get the {\$200.00} sign up bonus after 2 months, so I called CapitalOne  
24 and their representative says the offer wasn't applied to my application, even though  
25 I used their link on their official site that displayed the offer ( https :  
26 //www.capitalone.com/credit-cards/savorone-dining-rewards/ ). This is blatant

27 \_\_\_\_\_  
28 <sup>4</sup> Complaint No. 3525163, CFPB, <https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/3525163> (Feb. 8, 2020).

1 false advertising and a very slimy business strategy to get people to sign up for their  
2 cards and ultimately not honor the advertised offer.”<sup>5</sup>

3 c. “I opened a Capital One Quicksilver credit card, and I did not receive the  
4 promotional terms. The promotional terms were supposed to be 0 % APR for 15  
5 months and a {\$200.00} sign-up bonus. I received neither of these items when I  
6 signed up for the card. I tried to resolve this through the company, and they were  
7 not helpful.”<sup>6</sup>

8 23. Consumers in online forums have also complained about Capital One’s deceptive tactics:

9 a. “Be careful when applying for these cards (or at least the SavorOne) that you don’t  
10 get bait-and-switched. I applied for the SavorOne for excellent credit with the \$200  
11 bonus offer. I was approved for the card, but it was apparently for a version without  
12 the bonus offer. I didn’t find this out until after the fact, and the approval screen  
13 contained no obvious sign that a bait-and-switch had occurred.”<sup>7</sup>

14 b. “I order a Quick Silver credit card from Capital One that offered a \$200 sign up  
15 bonus after I spent \$500 in 3 months. I met their requirement and never received  
16 the \$200. I called them 5 times and received incorrect information after wasting  
17 about 45 minutes per call. I finally talked to a supervisor (so she said) and I was  
18 told that I didn’t qualify for the \$200 and she couldn’t tell me why. I was never  
19 notified before I received the card that I didn’t qualify. Do not fall for Capital One’s  
20 bait and switch program and go with a reputable company’s credit card.”<sup>8</sup>

21 c. “Bait and Switch Advertising. I saw an ad and applied for the Capital One  
22 Quicksilver Card from a link. The offer was for a \$200 rebate after I charged the  
23

24 <sup>5</sup> Complaint No. 4950492, CFPB, <https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/4950492> (Nov. 26, 2021).

25 <sup>6</sup> Complaint No. 6592124, CFPB, <https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/6592124> (Feb. 20, 2023).

26 <sup>7</sup> Comment No. 1585878, <https://www.doctorofcredit.com/capital-one-savor-and-savorone-card-review-500-signup-bonus-and-4-dining-entertainment-category/> (Mar. 27, 2023).

27 <sup>8</sup> Comment by Alan, *Capital One Reviews*, CONSUMERAFFAIRS,  
28 [https://www.consumeraffairs.com/credit\\_cards/capital\\_one.htm?page=3](https://www.consumeraffairs.com/credit_cards/capital_one.htm?page=3) (Jan. 8, 2023).



1 first \$500. Capital One tells me I ‘applied for the wrong card’, even though there  
2 was only one link from the advertisement. I am closing the account. I believe  
3 businesses should live up to their advertisements.”<sup>9</sup>

4 d. “I have been working on my credit and was offered a Quicksilver card and promised  
5 200 after I spent 500 in 3 months. After several calls I was finally told that I did not  
6 qualify for this but was clearly told that if I qualify for the card I would get this  
7 \$200 credit. I canceled immediately and paid my balance.”<sup>10</sup>

8 e. “Be wary of the \$150 cash bonus offer on Quicksilver. I signed up with the offer  
9 (and have the physical letter to prove it) but CapOne refused to honor it.”<sup>11</sup>

10 24. Capital One’s practices are consistent, dating back at least as early as 2019 and  
11 continuing to the present day.

12 **NAMED PLAINTIFFS’ CLAIMS**

13 ***Plaintiff Buckles***

14 25. Plaintiff Sherene Buckles maintains a credit card account for a Capital One  
15 Quicksilver credit card.

16 26. Ms. Buckles signed up for the account on Capital One’s website in February 2023  
17 after receiving an offer in the mail.

18 27. In applying for the Quicksilver card and signing up for the account, Ms. Buckles  
19 relied upon representations made by Capital One, both on its website and in its mailed offer, that  
20 she would receive a sign-up bonus of \$200 if she spent \$500 in the first three billing cycles.

21 28. Based on the promise of a sign-up bonus, Ms. Buckles applied for the Quicksilver  
22 card offering with the sign-up bonus, was directed to a screen informing her that she had been  
23 approved for the Quicksilver card, and received a welcome email indicating the same.

24 \_\_\_\_\_  
25 <sup>9</sup> Comment from James, *Capital One Reviews*, CONSUMERAFFAIRS,  
[https://www.consumeraffairs.com/credit\\_cards/capital\\_one.htm?page=3](https://www.consumeraffairs.com/credit_cards/capital_one.htm?page=3) (Sept. 21, 2022).

26 <sup>10</sup> Comment from Randy, *Capital One Reviews*, CONSUMERAFFAIRS,  
[https://www.consumeraffairs.com/credit\\_cards/capital\\_one.htm?page=3](https://www.consumeraffairs.com/credit_cards/capital_one.htm?page=3) (Aug. 28, 2021).

27 <sup>11</sup> Debating to get capital one quicksilver, REDDIT,  
28 [https://www.reddit.com/r/CreditCards/comments/74qjon/debating\\_to\\_get\\_capital\\_one\\_quicksilver/](https://www.reddit.com/r/CreditCards/comments/74qjon/debating_to_get_capital_one_quicksilver/) (last visited Aug. 10, 2023).

1           29.     The targeted offer that Ms. Buckles received and applied for had the same terms  
2 and conditions as the “excellent credit” option, although Ms. Buckles did not see the words  
3 “excellent credit” on the application landing page.

4           30.     Although Capital One indicated that she had been approved, the Terms and  
5 Conditions that apply to Ms. Buckles’ Quicksilver card, which are available to her in her online  
6 Capital One account, disclose that her APR is not 0% for the first fifteen months, but omit any  
7 information about the sign-up bonus. Ms. Buckles thus had no reason to believe that she had been  
8 approved on terms that made her ineligible for the sign-up bonus.

9           31.     Ms. Buckles spent \$500 in the first three billing cycles because she reasonably  
10 believed that she would receive a \$200 cash sign-up bonus. To date, Ms. Buckles has not received  
11 the sign-up bonus Capital One advertised.

12           32.     Capital One’s offer of a sign-up bonus was a substantial factor in causing Ms.  
13 Buckles to apply for the Quicksilver card. Capital One’s misleading offer was also a substantial  
14 factor in causing Ms. Buckles to spend \$500 on her Quicksilver card in the first three billing cycles.  
15 If Ms. Buckles had known that she would not receive a sign-up bonus with the Quicksilver card,  
16 she would not have applied for the Quicksilver card and would not have spent \$500 on her  
17 Quicksilver card.

18 ***Plaintiff Montes***

19           33.     Plaintiff Omar Montes maintains a credit card account for a Capital One  
20 Quicksilver credit card.

21           34.     Mr. Montes signed up for the account on Capital One’s website in December 2022  
22 after receiving a targeted offer on Instagram.

23           35.     In applying for the Quicksilver card and signing up for the account, Mr. Montes  
24 relied upon representations made by Capital One, both on its website and in its Instagram  
25 advertisement, that he would receive a sign-up bonus of \$200 if he spent \$500 in the first three  
26 billing cycles.

27           36.     Based on the promise of a sign-up bonus, Mr. Montes applied for the Quicksilver  
28 card offering with the sign-up bonus and was directed to a screen informing him that he had been

1 approved for the Quicksilver card.

2 37. The targeted offer that Mr. Montes received and applied for was offered the same  
3 terms and conditions as the “excellent credit” option, although Mr. Montes did not see the words  
4 “excellent credit” on the application landing page.

5 38. Although Capital One indicated that he had been approved, the Terms and  
6 Conditions that apply to Mr. Montes’ Quicksilver card, which are available to him in his online  
7 Capital One account, disclose that his APR is not 0% for the first fifteen months after opening his  
8 account, but omit any information about the sign-up bonus. Mr. Montes thus had no reason to  
9 believe that he had been approved on terms that made him ineligible for the sign-up bonus.

10 39. Mr. Montes spent \$500 in the first three billing cycles because he reasonably  
11 believed that he would receive a \$200 cash sign-up bonus. To date, Mr. Montes has not received  
12 the sign-up bonus Capital One advertised.

13 40. Capital One’s offer of a sign-up bonus was a substantial factor in causing Mr.  
14 Montes to apply for the Quicksilver card. Capital One’s misleading offer was also a substantial  
15 factor in causing Mr. Montes to spend \$500 on his Quicksilver card in the first three billing cycles.  
16 If Mr. Montes had known that he would not receive a sign-up bonus with the Quicksilver card, he  
17 would have not have applied for the Quicksilver card and would not have spent \$500 on his  
18 Quicksilver card.

19 **CLASS ACTION ALLEGATIONS**

20 41. Plaintiffs incorporate and reallege the above paragraphs.

21 42. Plaintiffs bring this action on behalf of themselves and the members of the proposed  
22 Class, which consists of:

23 All Capital One accountholders who reside in California and who, from the  
24 beginning of the applicable statutory period through present, signed up for a  
25 Quicksilver or SavorOne Rewards credit card that offered a sign-up bonus but did  
26 not receive the sign-up bonus despite timely meeting any spending requirement.

27 43. Plaintiffs reserve the right to modify or amend the definitions of the proposed Class  
28 before the Court determines whether certification is appropriate.

44. Excluded from the Class are Capital One, its parents, subsidiaries, affiliates,

1 officers and directors, any entity in which Capital One has a controlling interest, and any legal  
2 representative, heir, or assign of Capital One. Also excluded from the Class are any federal, state  
3 or local governmental entities, any judicial officer presiding over the action and the members of  
4 his/her immediate family and judicial staff, and any juror assigned to this action.

5 45. The members of the Class are so numerous that joinder is impractical. The Class  
6 consists of thousands of members, the precise number which is within the knowledge of and can  
7 be ascertained only through Capital One's records.

8 46. There are numerous questions of law and fact common to the Class which  
9 predominate over any questions affecting only individual members of the Class.

10 47. Among the questions of law and fact common to the Class are:

- 11 a. Whether Capital One's offer of sign-up bonuses is likely to mislead consumers;
- 12 b. Whether Capital One's offer of sign-up bonuses for the Credit Cards were and are  
13 false and misleading;
- 14 c. Whether the facts Capital One failed and continued to fail to disclose in its  
15 advertising were and are material;
- 16 d. Whether reliance on Capital One's misrepresentations and omissions is presumed;
- 17 e. Whether Capital One's acts alleged herein were unlawful;
- 18 f. Whether consumers suffered and continue to suffer damage as a result of Capital  
19 One's acts alleged herein;
- 20 g. The extent of the damages suffered by consumers as a result of Capital One's acts  
21 alleged herein;
- 22 h. Whether Capital One's acts alleged herein were and are unfair;
- 23 i. Whether Capital One breached the implied duty of good faith and fair dealing with  
24 members of the Class by engaging in the conduct alleged herein;
- 25 j. Whether Capital One should be enjoined from continuing to advertise as alleged  
26 herein.

27 48. Plaintiffs' claims are typical of the claims of other members of the Class, in that  
28 they arise out of the same wrongful Capital One policies and practices. Plaintiffs have suffered the

1 harm alleged and have no interests antagonistic to the interests of any other member of the Class.

2 49. Plaintiffs are representatives who will fully and adequately assert and protect the  
3 interests of the Class and have retained counsel who are experienced in prosecuting class actions.  
4 Accordingly, Plaintiffs are adequate representatives and will fairly and adequately protect the  
5 interests of the Class.

6 50. A class action is superior to all other available methods for the fair and efficient  
7 adjudication of this lawsuit because individual litigation of the claims of all members of the Class  
8 is economically unfeasible and procedurally impracticable.

9 51. While the aggregate damages sustained by the Class are in the millions of dollars,  
10 the individual damages incurred by each member of the Class resulting from Capital One's  
11 wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of  
12 individual members of the Class prosecuting their own separate claims is remote, and, even if  
13 every member of the Class could afford individual litigation, the court system would be unduly  
14 burdened by individual litigation of such cases.

15 52. Capital One has acted or refused to act on grounds that apply generally to the Class,  
16 thereby making appropriate final injunctive and corresponding declaratory relief with respect to  
17 the Class as a whole.

18 53. The prosecution of separate actions by members of the Class would create a risk of  
19 establishing inconsistent rulings and/or incompatible standards of conduct for Capital One. For  
20 example, one court might enjoin Capital One from performing the challenged acts, whereas  
21 another might not. Additionally, individual actions may be dispositive to the interests of the Class,  
22 although certain members of the Class are not parties to such actions.

23 **FIRST CAUSE OF ACTION**  
24 **Breach of Contract Including Breach of the Covenant of Good Faith and Fair Dealing**  
**(By Plaintiffs and on Behalf of the Class)**

25 54. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth  
26 above and incorporate them at this point by reference as though set forth in full.

27 55. Plaintiffs and members of the Class and Defendants have contracted for financial  
28 services, as embodied in the Capital One Application Terms made available to applicants for the

1 Credit Cards.

2 56. The Capital One Application Terms include the representations Defendants made  
3 regarding issuing a sign-up bonus when Plaintiffs and fellow members of the Class signed up for  
4 the Credit Cards.

5 57. Defendants did not issue the sign-up bonus to Plaintiffs and members of the Class.

6 58. Therefore, Defendants breached the terms of the Application Terms that form the  
7 contract with Plaintiffs and fellow members of the Class.

8 59. Additionally, under the laws of California, Virginia, and the states in which  
9 Defendants do business and has personal accountholders, good faith is an element of every  
10 contract. Whether by common law or statute, all such contracts impose upon each party a duty of  
11 good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and  
12 discharging performance and other duties according to their terms, means preserving the spirit—  
13 not merely the letter—of the bargain. Put differently, the parties to a contract are mutually  
14 obligated to comply with the substance of their contract in addition to its form. Evading the spirit  
15 of the bargain and abusing the power to specify terms constitute examples of bad faith in the  
16 performance of contracts.

17 60. Subterfuge and evasion violate the obligation of good faith in performance even  
18 when an actor believes their conduct to be justified. Bad faith may be overt or may consist of  
19 inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the  
20 spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms,  
21 and interference with or failure to cooperate in the other party's performance.

22 61. Defendants have breached the covenant of good faith and fair dealing in the  
23 Application Terms by failing to issue the sign-up bonus to Plaintiffs and members of the Class.

24 62. Instead of exercising that discretion in good faith and consistent with Plaintiffs'  
25 reasonable expectations, Defendants abuses any discretion afforded to it by the Application Terms  
26 by not issuing the sign-up bonus.

27 63. By exercising their discretion to enrich themselves by gouging their customers,  
28 Defendants consciously and deliberately frustrate the agreed common purpose of the contract and

1 disappoints the reasonable expectations of Plaintiffs and members of the Class, thereby depriving  
2 them of the benefit of their bargain.

3 64. Plaintiffs and members of the Class have performed all, or substantially all, of the  
4 obligations imposed on them under the contract.

5 65. Plaintiffs and members of the Class have sustained damages as a result of  
6 Defendants' breach of contract and breach of the covenant of good faith and fair dealing.

7 **SECOND CAUSE OF ACTION**  
8 **Violations of California Business and Professions Code section 17500**  
9 **(By Plaintiffs and on Behalf of the Class)**

10 66. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth  
11 above and incorporate them at this point by reference as though set forth in full.

12 67. Defendants' acts alleged herein violate California Business and Professions Code  
13 section 17500. Defendants acted knowingly, recklessly, and in conscious disregard of the true facts  
14 in perpetuating its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

15 68. Plaintiffs and the Class have been misled and unfairly induced to apply for and  
16 meet a minimum spend requirement on the Credit Cards. As a result of Defendants' false and  
17 misleading sign-up bonus and practices, misrepresentations, and omissions, Plaintiffs and  
18 members of the Class applied for the Credit Cards and spent the required amount to obtain the  
19 sign-up bonus and thus have been harmed in the amount of the difference between the full required  
20 spending amount paid with no sign-up bonus, and the required spending amount paid less the sign-  
21 up bonus that was promised at the outset.

22 **THIRD CAUSE OF ACTION**  
23 **Violations of California Business and Professions Code section 17200**  
24 **(By Plaintiffs and on Behalf of the Class)**

25 69. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth  
26 above and incorporate them at this point by reference as though set forth in full.

27 70. Defendants have engaged in business acts and practices that, as alleged above,  
28 constitute unfair competition in violation of Business and Professions Code section 17200.  
Specifically, Defendants' acts alleged herein are unfair and likely to deceive the general public.

71. As a result of Defendants' false and misleading sign-up bonus and practices,

1 misrepresentations, and omissions, Plaintiffs and members of the Class applied for the Credit  
2 Cards and spent the required amount to obtain the sign-up bonus and thus have been harmed in the  
3 amount of the difference between the full required spending amount paid with no sign-up bonus,  
4 and the required spending amount paid less the sign-up bonus that was promised at the outset.

5 72. If Defendants are permitted to continue to engage in the unlawful, unfair, and  
6 fraudulent advertising for the Credit Cards described above, their conduct will engender further  
7 injury, expanding the number of injured members of the public beyond its already large size, and  
8 will tend to render any judgment at law, by itself, ineffectual. Under such circumstances, Plaintiffs  
9 and the Class have no adequate remedy at law that Defendants will continue to engage in the  
10 wrongful conduct alleged herein, thus engendering a multiplicity of judicial proceedings. Plaintiffs  
11 and the Class request and are entitled to injunctive relief, enjoining Defendant from continuing to  
12 engage in the unfair, unlawful, and fraudulent advertising described herein.

13 **FOURTH CAUSE OF ACTION**  
14 **Unjust Enrichment**  
**(By Plaintiffs and on Behalf of the Class)**

15 73. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth  
16 above and incorporate them at this point by reference as though set forth in full.

17 74. This claim is pled in the alternative to the first cause of action.

18 75. Plaintiffs and members of the Class conferred a monetary benefit on Defendants by  
19 signing up for and then using their Credit Cards to purchase services or goods.

20 76. Defendants had knowledge of this benefit when they accepted money from  
21 Plaintiffs and members of the Class.

22 77. Plaintiffs and members of the Class used their Credit Cards to make purchases of  
23 services or goods with the expectation of receiving sign-up bonuses. Defendants receive a financial  
24 benefit from each dollar charged on a Credit Card.

25 78. Defendants failed to provide the sign-up bonus, and as a result, Plaintiffs and  
26 members of the Class overpaid Defendants as a part of the services they purchased.

27 79. Defendants affirmatively misrepresented to Plaintiffs and members of the Class that  
28 they would receive sign-up bonuses.



1 80. Under principles of equity and good conscience, Defendants should not be  
2 permitted to retain the money belonging to Plaintiffs and members of the Class because Defendants  
3 failed to provide the sign-up bonus that they paid for but did not receive. Defendants wrongfully  
4 accepted and retained these benefits to the detriment of Plaintiffs and members of the Class.

5 81. Defendants' enrichment at the expense of Plaintiffs and the members of the Class  
6 is and was unjust.

7 82. As a result of Defendants' wrongful conduct, as alleged above, Plaintiffs and  
8 members of the Class are entitled under the unjust enrichment laws of California to restitution and  
9 disgorgement of all profits, benefits, and other compensation obtained by Defendants, plus  
10 attorneys' fees, costs, and interest thereon.

11 **PRAYER FOR RELIEF**

12 Wherefore, Plaintiffs pray for a judgment:

- 13 A. Certifying the Class as requested herein;
- 14 B. Requiring Defendants to restore all monies that Defendants acquired from Plaintiffs  
15 and the Class as a result of its false advertising and unfair, unlawful, and fraudulent  
16 business acts and practices;
- 17 C. Interest on all such sums restored at the maximum legal rate;
- 18 D. Enjoining Defendants from continuing to employ unfair methods of competition  
19 and commit unfair and deceptive acts and practices alleged in this complaint and any other  
20 acts and practices proven at trial;
- 21 E. Awarding Plaintiffs and the proposed Class members damages;
- 22 F. In the alternative to damages, awarding restitution and disgorgement of  
23 Defendants' revenues to Plaintiffs and the proposed members of the Class;
- 24 G. Awarding attorneys' fees and costs; and
- 25 H. Providing such further relief as may be just and proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiffs hereby demand a trial by jury of all issues so triable.  
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Date: August 10, 2023

By: /s/ Annick M. Persinger

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Capital One Hit with Class Action Over Allegedly 'Deceptive' Quicksilver, SavorOne Rewards Credit Card Sign-Up Bonuses](#)

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