

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

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 :
 BRENDA EDWARDS, individually and on behalf of:
 all others similarly situated, :
 :
 Plaintiff, :
 vs. :
 MACY’S INC. and DEPARTMENT STORES :
 NATIONAL BANK :
 Defendant. :
 ----- X

Case No. 14CV-8616-CM-JLC

**DECLARATION OF
ROBYN L. WENTZEL**

I, Robyn L. Wentzel, declare and state as follows:

1. My name is Robyn L. Wentzel. I am of suitable age and discretion and competent to testify in court. I make this Declaration in support of the Motion, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., of Defendants Macy’s Inc. (“Macy’s”) and Department Stores National Bank (“DSNB”) (together, “Defendants”) to Compel Arbitration and Stay the Action (the “Motion”). The statements made by me in this Declaration are true and correct and are based upon my personal knowledge, facts learned during my investigation of this matter, and/or the business records of Defendants.

2. I have been employed by Macy’s or its predecessors/affiliates in different capacities for approximately 23 years. I began my employment with Macy’s on September 9, 1991. I am currently employed as the Director of Credit Marketing for Macy’s Credit and Customer Service (“MCCS”). MCCS is a wholly-owned subsidiary of Macy’s Retail Holdings, Inc. which in turn is a wholly-owned subsidiary of Macy’s, Inc. In connection with my employment, I have become, and am, familiar with the business operations and practices of Macy’s relating to Macy’s-branded credit card accounts, which are issued by DSNB. I have

access to the business records relating to the accounts of accountholders of Macy's-branded credit card accounts, including account opening documents, credit card account agreements and terms and conditions.

3. The exhibits to this declaration are all true and correct business records created and maintained by Defendants, or their affiliates, in the course of regularly conducted business activity, and as part of the regular practice of Defendants to create and maintain such records, and also were made at the time of the act, transaction, occurrence or event or within a reasonable time thereafter. The statements set forth in this declaration are true and correct to the best of my knowledge, information and belief. Except where based upon information provided by persons working under my direction and supervision, the statements contained herein are based on my personal knowledge or review of Defendants' records, including records pertaining to the Macy's-branded credit card account opened by Plaintiff Brenda Edwards ("Edwards"). If called as a witness, I am competent to testify to the statements contained herein.

4. On August 17, 2010, Ms. Edwards opened a Macy's-branded credit card account (the "Account") at a Macy's store located at 1655 Boston Rd., Springfield, Massachusetts 01129. Like any other credit card account, the Account is subject to written terms and conditions that are reflected in a Card Agreement, as amended from time to time. Attached hereto as Exhibit 1 is a true and correct copy of the Card Agreement in effect at the time Ms. Edwards opened the Account. Pursuant to Defendants' regular office practices and procedures, a copy of the Card Agreement was mailed to Ms. Edwards' address after the Account was opened.

5. Attached hereto as Exhibit 2 are copies of the transaction detail for periodic billing statements on the Account during the period from August 2010 through October 2010,

reflecting Ms. Edwards' use of the Account. Portions of Exhibit 2 have been redacted for privacy reasons.

6. At the time Ms. Edwards opened the Account, she also enrolled in DSNB's Credit Protection Program ("Credit Protection"), an optional debt deferral/cancellation benefit program provided by DSNB. Attached hereto as Exhibit 3 is a true and correct copy of a transaction record reflecting Ms. Edwards' signature and confirming her election to enroll in Credit Protection.

7. In accordance with Defendants' regular office practices and procedures in effect at the time, Ms. Edwards was mailed within five days of opening the Account the Credit Protection Program Terms and Conditions ("Credit Protection T&C"). Attached hereto as Exhibit 4 is a true and correct copy of an August 18, 2010 letter to Ms. Edwards, which included the Credit Protection T&C.


8. The August 18, 2010 letter, and the Credit Protection T&C, both provide that Ms. Edwards could cancel terminate her enrollment in Credit Protection and receive a refund with 30 days of the mailing of the Credit Protection T&C. I have reviewed Macy's records for the Account and there is no record Ms. Edwards requested within 30 days of the mailing of the Credit Protection T&C to cancel her enrollment in Credit Protection.

9. The Credit Protection T&C includes an arbitration provision. See Exhibit 4.

10. The Account is open and current.

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

Executed on December 15, 2014 at Mason, Ohio.


Robyn L. Wentzel

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

----- X

BRENDA EDWARDS, individually and on behalf of:
all others similarly situated,

Plaintiff,

vs.

MACY'S INC. and DEPARTMENT STORES
NATIONAL BANK

Defendant.

Case No. 1:14-cv-08616-CM-JLC

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PROOF OF SERVICE

I, Marcos D. Sasso, counsel for Defendants Department Stores National Bank and Macy's Inc., hereby certify that a copy of the foregoing DECLARATION OF ROBYN L. WENTZEL was served by the Court's CM/ECF system and/or First Class Mail on December 17, 2014, on the following:

Angela M. Edwards
Law Office of Angela Edwards
72 Canterbury Circle
East Longmeadow, MA 01028
(413) 214-8870
angelaedwards@charter.net

*Counsel for Plaintiff Brenda Edwards
Case No. 1:14-cv-08616-CM-JLC
(Via ECF)*

Lance A. Raphael
Consumer Advocacy Center, P.C
180 W. Washington Street, Suite 700
Chicago, IL 60602
(312) 782-5808
(312)-377-9930 (fax)
lance@caclawyers.com

Aron David Robinson
Law Office of Aron Robinson
180 W. Washington St Suite 700
Chicago, IL 60602
312 857-9050
312 857-9054 (fax)
adroblaw@aol.com

Lee Scott Shalov
McLaughlin and Stern, LLP
260 Madison Ave
New York, NY 10016
212-448-1100
212-448-0066 (fax)
lshalov@mclaughlinstern.com

Wade Christopher Wilkinson
McLaughlin and Stern, LLP
260 Madison Ave
New York, NY 10016
212-448-1100
212-448-0066 (fax)
wwilkinson@mclaughlinstern.com

Stacy M. Bardo
25 East Washington
Suite 1805
Chicago, IL 60602

(Via First Class Mail)

By: /s/Marcos S. Sasso
Marcos D. Sasso (Admitted Pro Hac Vice)

EXHIBIT 4

DEPARTMENT STORES NATIONAL BANK ("DSNB") CREDIT PROTECTION PROGRAM (the "PROGRAM")
DEBT CANCELLATION AMENDMENT TO DEPARTMENT STORES NATIONAL BANK CREDIT CARD AGREEMENT (the "Amendment")

GENERAL TERMS AND CONDITIONS

The DSNB Credit Card Agreement ("CCA") shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in the CCA agreed to by Primary Accountholder, who is the person whose name appears first on the Account billing statement. In this Amendment "you" or "yours" means either, Primary Accountholder, or Primary Accountholder and Joint Accountholder, if any. "We," "us" or "our" means DSNB. A Joint Accountholder is automatically enrolled in the Program when the Primary Accountholder enrolls in the Program, if they both satisfy the eligibility requirements for the Program as set forth below. A complete explanation of the eligibility requirements, conditions and exclusions are listed in the Program Protection Terms and Conditions below.

Your purchase of the Program is optional. Your decision will not affect your application for the DSNB credit card or your eligibility for credit.

Debt Cancellation" refers to our forgiveness or cancellation of the Eligible Debt Amount (as defined below in Sections 1.4, 2.4, 3.4, 4.3, 5.3, 6.3, 7.3 and 8.4) portion of your New Balance due to the occurrence of a Debt Cancellation Event, as defined below.

"Debt Cancellation Period" refers to the period of time during which you are eligible for Debt Cancellation in accordance with the terms and conditions of a protected event. A purchase billed by us on a deferred basis is not included in the New Balance unless we have assessed a monthly Program fee on the deferred purchase amount.

Effective Date" means the date your Enrollment is approved by us and becomes effective. The Effective Date is shown on your Enrollment Confirmation letter.

"Program Administrator" refers to the company retained by us to provide Program services to you. The Program Administrator's toll-free telephone number and address is provided in the Program Administrator section below.

Joint Accountholder is only eligible for Loss of Life, Terminal Medical Condition and Critical Injury protection under this Amendment if the Primary Accountholder elects protection hereunder. The terms of each type of protection, including the limitations on and exclusions from each type of protection, are set forth in detail in this Amendment. You should review these terms carefully.

This Amendment is issued in consideration of your payment of the monthly Program fee. The monthly Program fee is based on a rate of \$1.89 per \$100 of your New Balance at the end of a billing period. We may change the rate in the future, but will notify you before any rate increase goes into effect and you will have an opportunity to cancel prior to the implementation of any rate increase. The fee is included in your Account principal amount, but no interest charge will be assessed on your Program fee. Your Amendment will be automatically cancelled on the date you are more than 90 (ninety) days past due in making the Minimum Payment Due as shown on the Statement.

The Total New Balance in your Statement is payable in accordance with the terms of the CCA, unless a Debt Cancellation Event has occurred and the related request is approved.

The cancellation of your obligation to repay all or a portion of your outstanding Account obligations may be taxable as income to the Primary Accountholder's Joint Accountholder's estate/survivors or the Primary Accountholder or Joint Accountholder. This Program is NOT insurance. It is recommended that you contact an accountant or other qualified financial tax advisor concerning any specific tax impact of Debt Cancellation under the Program.

You have the right to terminate this Amendment and receive a refund of the monthly Program fee, or a portion thereof, paid under this Amendment by giving either written notice to the Program Administrator at the address provided in the Program Administrator section below, or providing such notice to the Program Administrator by telephone at the toll-free number provided in the Program Administrator section below. If you provide notice within 30 (thirty) days from the day we mail this Amendment to you, you are eligible for a full refund of the monthly Program fee. If you or we terminate this Amendment, any refund may, at our option, be applied toward the New Balance due under the CCA.

PROGRAM PROTECTION TERMS AND CONDITIONS

PROTECTION FOR THE PRIMARY ACCOUNTHOLDER ONLY: If elected, the Credit Protection Program provides the Primary Accountholder with:

Involuntary Unemployment Protection

- 1.1 Debt Cancellation Due to Involuntary Unemployment.** Debt Cancellation due to your Involuntary Unemployment is only available to the Primary Accountholder. To qualify for this protection, you must have been employed full-time (but not self-employed) and work at least 30 (thirty) hours per week, in a non-seasonal occupation on the date of unemployment. "Involuntary Unemployment" occurs when you suffer an entire loss of employment for at least 90 (ninety) consecutive days due to one of the following: (a) an individual or mass layoff; (b) a general strike; (c) a unionized labor dispute; (d) a lockout; (e) an involuntary termination of your employment not due to willful or criminal misconduct. If Involuntary Unemployment occurs within 60 (sixty) days after the Effective Date, all fees paid by you for the Program will be refunded or applied to your Account, and

this Amendment will be deemed void. You must continue to make your monthly payments until the Program Administrator receives and approves your Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves your request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount.

- 1.2 Notice of Involuntary Unemployment Requirements.** To obtain Debt Cancellation for Involuntary Unemployment, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. You must provide the Debt Cancellation Request Form, and any additional information reasonably requested by the Program Administrator, including a letter from your employer, following the 90 (ninety) day waiting period but prior to 120 (one hundred twenty) days following the first day of your Involuntary Unemployment (the "Debt Cancellation Period"). After the initial Debt Cancellation Request Form has been furnished and the Program Administrator has approved your request for Debt Cancellation, you must thereafter provide Debt Cancellation Request Forms to the Program Administrator throughout the Debt Cancellation Period on a monthly basis, or as otherwise requested by the Program Administrator. We have the right to request that you provide the Debt Cancellation Request Form as often as reasonably necessary for us to evaluate whether your Involuntary Unemployment is continuing. Failure to furnish such proof with your Debt Cancellation Request Form shall not invalidate or reduce the amount of cancelled debt, provided that you furnish such proof as soon as reasonably possible and in no event later than 1 (one) year after the Debt Cancellation Period.

- 1.3 Exclusions.** Notwithstanding the foregoing, you will not be eligible for Debt Cancellation if your Involuntary Unemployment is caused by or results from any of the following: (a) your voluntary forfeiture of employment, salary, wages or other employment income; (b) your resignation; (c) your retirement; (d) your involuntary termination of employment as the result of willful or criminal misconduct; (e) scheduled termination of your employment pursuant to an employment contract; (f) termination of seasonal employment; (g) a Disability, as defined in this Amendment, whether caused by illness, accident or pregnancy; (h) your imprisonment; or (i) a reduction in number of hours worked that does not result in total elimination of employment income. You will not be eligible for Involuntary Unemployment Debt Cancellation if (aa) you had notice, either orally or in writing, of pending unemployment within 90 (ninety) days prior to the Effective Date; or (bb) your Involuntary Unemployment commenced prior to the period beginning 60 (sixty) days after the Effective Date. You will not be eligible for Debt Cancellation due to Involuntary Unemployment if you are receiving or are eligible to receive disability benefits from some other source.

- 1.4 Amount of Debt Cancellation.** The amount of Debt Cancellation for Involuntary Unemployment shall equal the New Balance on the date that your Involuntary Unemployment began (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Involuntary Unemployment are excluded from the calculation of the Eligible Debt Amount due to your Involuntary Unemployment, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Involuntary Unemployment, you will be re-eligible for Debt Cancellation due to a new Involuntary Unemployment after you have been actively at work at least 90 (ninety) consecutive days.

2. Employer-Approved Leave of Absence Protection

- 2.1 Debt Cancellation Due to Leave of Absence.** Debt Cancellation due to your Employer-approved Leave of Absence is only available to the Primary Accountholder. The following definitions apply: Leave of Absence means your employer-approved absence from full-time employment without pay for at least 90 (ninety) consecutive days due to one of the following: (a) the birth of your child; (b) adoption of your child; (c) provision of care due to accident or sickness of a family member; or (d) recall of Primary Accountholder to active military status. To qualify for Debt Cancellation under this Leave of Absence provision, you must obtain a letter from your employer stating that you have been granted an unpaid Leave of Absence from work stating the reason for the Leave of Absence. You must continue to make your monthly payments as scheduled in accordance with the CCA until the Program Administrator receives and approves your Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves your request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount.

- 2.2 Notice of Leave of Absence Requirements.** To obtain Debt Cancellation for Leave of Absence, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. You must provide the Debt Cancellation Request Form and any additional information reasonably requested by the Program Administrator following the 90 (ninety) day waiting period but prior to 120 (one hundred twenty) days following the first day of your Leave of Absence (the "Debt Cancellation Period"). The Debt Cancellation Request Form must include a letter from your employer stating that you have been granted an unpaid Leave of Absence from work stating the reason for the Leave of Absence. After the initial Debt Cancellation Request Form has been furnished and the Program Administrator has approved your request for Debt Cancellation, you must thereafter provide Debt Cancellation Request Forms to the Program Administrator

throughout the Debt Cancellation Period on a monthly basis, or as otherwise requested by the Program Administrator. We have the right to request that you provide the Debt Cancellation Request Form as often as reasonably necessary for us to evaluate whether your Leave of Absence is continuing. Failure to furnish such proof with your Debt Cancellation Request Form shall not invalidate or reduce the amount of cancelled debt, provided that you furnish such proof as soon as reasonably possible and in no event later than 1 (one) year after the Debt Cancellation Period.

- 2.3 Exclusions.** Notwithstanding the foregoing, you will not be eligible for Debt Cancellation based on Leave of Absence if (a) your employer denies your request for Leave of Absence; or (b) if you fail to provide a written letter from your employer; or (c) if you are self-employed.

- 2.4 Amount of Debt Cancellation.** The amount of Debt Cancellation for Leave of Absence shall equal the New Balance on the date that your Leave of Absence began (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date that Leave of Absence began are excluded from the calculation of the Eligible Debt Amount due to your Leave of Absence, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Leave of Absence, you will be re-eligible for Debt Cancellation due to a new Leave of Absence after you have been actively at work at least 90 (ninety) consecutive days.

3. Disability Protection

- 3.1 Debt Cancellation Due to Disability.** Debt Cancellation due to your Total Disability is only available to the Primary Accountholder. The following definitions apply: A "Sickness" is an illness or disease that first manifests itself after the Effective Date and that requires the continuous care of a Physician. An "Injury" is an accidental bodily injury occurring after the Effective Date that requires the continuous care of a Physician. "Physician" means a doctor of medicine or osteopathy, other than yourself, licensed in one or more states of the United States, the District of Columbia, Guam or Puerto Rico. A "Disability" is when, due to Sickness or Injury, you are unable to perform the principal duties of your occupation, as such existed at the time the Sickness or Injury occurred. A "Total Disability" occurs when you suffer a Disability lasting at least 90 (ninety) consecutive days, and are under the continuous treatment of a Physician who verifies your Disability in writing. When you suffer a Total Disability, you must continue to make your monthly payments in accordance with the CCA until the Program Administrator receives and approves your Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves your request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount.

- 3.2 Notice of Disability Requirements.** To obtain Debt Cancellation for Total Disability, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. You must provide the Debt Cancellation Request Form, and any additional information reasonably requested by the Program Administrator, including medical records, more than 90 (ninety) days but less than 120 (one hundred twenty) days after the Disability date (the "Debt Cancellation Period"). After the initial Debt Cancellation Request Form has been furnished and the Program Administrator has approved your request for Debt Cancellation, you must thereafter provide Debt Cancellation Request Forms to the Program Administrator throughout the Cancellation Period on a monthly basis, or as otherwise requested by the Program Administrator. We have the right to request that you provide the Debt Cancellation Request Form as often as reasonably necessary for us to evaluate whether your Total Disability is continuing. Failure to furnish such proof with your Debt Cancellation Request Form shall not invalidate or reduce the amount of cancelled debt, provided that you furnish such proof as soon as reasonably possible and in no event later than 1 (one) year after the Debt Cancellation Period.

- 3.3 Exclusions.** Notwithstanding the foregoing, you will not be eligible for Debt Cancellation if your Total Disability is caused by or results from any of the following: (a) normal pregnancy or childbirth; (b) an intentionally self-inflicted Injury, whether you are sane or insane; (c) flight in non-scheduled aircraft; (d) war, declared or undeclared, including any act of war; or (e) foreign travel or residence.

- 3.4 Amount of Debt Cancellation.** The amount of Debt Cancellation for Total Disability shall equal the New Balance on the date that your Total Disability began (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Total Disability are excluded from the calculation of the Eligible Debt Amount due to your Total Disability, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Total Disability, you will be re-eligible for Debt Cancellation due to a new Disability after you have been actively at work at least 90 (ninety) consecutive days.

4. Hospitalization Protection

- 4.1 Debt Cancellation Due to Hospitalization.** Debt Cancellation due to your Hospitalization is only available to the Primary Accountholder. Hospitalization means that you are admitted to a hospital due to a medical condition and remain a patient at the hospital for at least 30 (thirty) consecutive days. The term "Hospital" includes any licensed medical hospital or chiropractic hospital, acute care facility, convalescent nursing facility, residential drug, psychiatric or hospice facility. You must require continuous care by a Physician for at least 30 (thirty) days. You must continue to make your monthly payments as scheduled until the Program Administrator receives and approves your Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below.

If the Program Administrator approves your request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount.

- 4.2 Notice of Hospitalization Requirements.** To obtain Debt Cancellation for Hospitalization, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. You must provide the Debt Cancellation Request Form, and any additional information reasonably requested by the Program Administrator, including hospital records following the 30 (thirty) day waiting period but prior to 120 (one hundred twenty) days following the first day of your Hospitalization. After the initial Debt Cancellation Request Form has been furnished and the Program Administrator has approved your request for Debt Cancellation, you must thereafter provide Debt Cancellation Request Forms to the Program Administrator throughout the Debt Cancellation Period on a monthly basis, or as otherwise requested by the Program Administrator. We have the right to request that you provide the Debt Cancellation Request Form as often as reasonably necessary for us to evaluate whether your Hospitalization is continuing. Failure to furnish such proof with your Debt Cancellation Request Form shall not invalidate or reduce the amount of cancelled debt, provided that you furnish such proof as soon as reasonably possible and in no event later than 1 (one) year after the Debt Cancellation Period.

- 4.3 Amount of Debt Cancellation.** The amount of Debt Cancellation for Hospitalization shall equal the New Balance on the date that your Hospitalization began (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Hospitalization are excluded from the calculation of the Eligible Debt Amount due to your Hospitalization, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Hospitalization, you will be re-eligible for Debt Cancellation due to a new Hospitalization at the expiration of 90 (ninety) consecutive days following the date of your release from the immediately preceding Hospitalization.

5. Nursing Home Care Protection

- 5.1 Debt Cancellation Due to Nursing Home Care.** Debt Cancellation due to your Nursing Home Care is only available to the Primary Accountholder. Nursing Home Care means that you are confined to a licensed nursing home while under continuous care by a Physician for at least 30 (thirty) consecutive days. You must continue to make your monthly payments as scheduled until the Program Administrator receives and approves your Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves your request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount.

- 5.2 Notice of Nursing Home Care Requirements.** To obtain Debt Cancellation for Nursing Home Care, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. You must provide the Debt Cancellation Request Form, and any additional information reasonably requested by the Program Administrator, including nursing home records following the 30 (thirty) day waiting period but prior to 120 (one hundred twenty) days following the first day of your confinement to the nursing home. After the initial Debt Cancellation Request Form has been furnished and the Program Administrator has approved your request for Debt Cancellation, you must thereafter provide Debt Cancellation Request Forms to the Program Administrator throughout the Debt Cancellation Period on a monthly basis, or as otherwise requested by the Program Administrator. We have the right to request that you provide the Debt Cancellation Request Form as often as reasonably necessary for us to evaluate whether your Nursing Home Care is continuing. Failure to furnish such proof with your Debt Cancellation Request Form shall not invalidate or reduce the amount of cancelled debt, provided that you furnish such proof as soon as reasonably possible and in no event later than 1 (one) year after the Debt Cancellation Period.

- 5.3 Amount of Debt Cancellation.** The amount of Debt Cancellation for Nursing Home Care shall equal the New Balance on the date that your Nursing Home Care began (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Nursing Home Care are excluded from the calculation of the Eligible Debt Amount due to your Nursing Home Care, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Nursing Home Care, you will be re-eligible for Debt Cancellation due to a new confinement to Nursing Home Care at the expiration of at least 90 (ninety) consecutive days following the date of your release from the immediately preceding confinement to Nursing Home Care.

PROTECTION FOR PRIMARY ACCOUNTHOLDER AND JOINT ACCOUNTHOLDER: The Credit Protection Program provides the following protection to you, the Primary Accountholder, and your Joint Accountholder with:

6. Loss of Life Protection

- 6.1 Debt Cancellation Due to Loss of Life Protection.** Debt Cancellation due to Loss of Life is available to the Primary Accountholder and Joint Accountholder, if any. If you die while the Program is in effect ("Loss of Life"), your estate/survivors will not be responsible to pay the Eligible Debt Amount, as defined in Section 6.3 below. After the Loss of Life, your estate/survivors must continue to make the monthly payments in accordance with the CCA until the Program Administrator receives and approves the Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves the request for Debt Cancellation, we will cancel the obligation to pay the Eligible Debt Amount.

Case 1:14-cv-08616-CM-JLC Document 26-1 Filed 12/17/14 Page 21 of 21

Exhibit 4
Page 21

- 6.2 **Notice of Loss of Life Requirements.** To obtain Debt Cancellation for Loss of Life, the Program Administrator must approve your request for Debt Cancellation after your submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. The Debt Cancellation Request Form and any additional information reasonably requested by the Program Administrator, including a certified copy of the death certificate, must be provided to the Program Administrator within 90 (ninety) days of the Loss of Life date. If the death certificate has not been issued within such 90 (ninety) day period, however, the death certificate must be provided within a reasonable time after its issuance. The Loss of Life Debt Cancellation request will not be considered until the Program Administrator has received the death certificate.
- 6.3 **Amount of Debt Cancellation.** The amount of Debt Cancellation for Loss of Life shall equal the New Balance on the date of your death (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Loss of Life are excluded from the calculation of the Eligible Debt Amount due to Loss of Life, and your estate/survivors will remain obligated to pay such amounts. Upon Debt Cancellation due to Loss of Life under the Program, we will terminate all other protections under the Program. In the event of the Joint Loss of Life of both the Primary Accountholder and Joint Accountholder, we will cancel the Eligible Debt Amount only.
- Terminal Medical Condition Protection**
- 7.1 **Debt Cancellation Due to Terminal Medical Condition.** Debt Cancellation due to Terminal Medical Condition is available to the Primary Accountholder and Joint Accountholder, if any. If you provide acceptable medical proof that you have received a medical diagnosis certified by a Physician that you have a medical condition that will cause your death in 6 (six) months or less, then your estate/survivors will not be responsible to pay the Eligible Debt Amount, as defined in Section 7.3 below. The Physician certifying that you have a life expectancy of 6 (six) months or less must be licensed to practice medicine and may not be you or a member of your immediate family. You or your estate/survivors must continue to make the monthly payments in accordance with the CCA until the Program Administrator receives and approves the Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves the request for Debt Cancellation, we will cancel the obligation to pay the Eligible Debt Amount.
- 7.2 **Terminal Medical Condition Requirements.** To obtain Debt Cancellation for Terminal Medical Condition, the Program Administrator must approve the request for Debt Cancellation after the submission of a Debt Cancellation Request Form at the address provided in the Program Administrator section below. The Debt Cancellation Request Form and any additional information reasonably requested by the Program Administrator, including the medical records with the diagnosis of a terminal condition with a life expectancy of less than 6 (six) months, must be provided to the Program Administrator within 90 (ninety) days of the diagnosis date.
- 7.3 **Amount of Debt Cancellation.** The amount of Debt Cancellation for Terminal Medical Condition shall equal the New Balance on the date of the diagnosis of the terminal condition (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of the diagnosis of the terminal condition are excluded from the calculation of the Eligible Debt Amount due to a diagnosis of Terminal Medical Condition, you or your estate/survivors will remain obligated to pay such amounts. Upon Debt Cancellation due to a diagnosis of a Terminal Medical Condition under the Program, we will terminate all other protections under the Program. In the event both the Primary Accountholder and Joint Accountholder receive a diagnosis of Terminal Medical Condition, we will cancel the Eligible Debt Amount only with respect to the first diagnosed Accountholder.
- Critical Injury Protection**
- 8.1 **Debt Cancellation Due to Critical Injury.** Debt Cancellation due to Critical Injury defined as Loss of Limb/Eyesight/Hearing ("Dismemberment") is available to the Primary Accountholder and Joint Accountholder, if any. If you become dismembered while the Program is in effect, you will not be responsible to pay the Eligible Debt Amount, as defined in Section 8.4 below. After the Dismemberment, you must continue to make the monthly payments in accordance with the CCA until the Program Administrator receives and approves the Debt Cancellation Request Form. To obtain a Debt Cancellation Request Form, you may contact us at the address or telephone number listed in the Program Administrator section below. If the Program Administrator approves the request for Debt Cancellation, we will cancel your obligation to pay the Eligible Debt Amount. Dismemberment means that as a result of a bodily injury, you have suffered 1 (one) of the following permanent losses: (a) had 1 (one) or both hands cut off above the wrist joint; (b) had 1 (one) or both feet cut off at or above the ankle joint; (c) suffered the total and permanent loss of sight of 1 (one) or both eyes; or (d) suffered the total and permanent loss of hearing in 1 (one) or both ears, and the loss occurred within 365 (three hundred sixty-five) days following the event which caused the injury.
- 8.2 **Notice of Critical Injury Requirements.** To obtain Debt Cancellation for Dismemberment, the Program Administrator must approve the request for Debt Cancellation after your submission of the Debt Cancellation Request Form at the address provided in the Program Administrator section below. The Debt Cancellation Request Form and any additional information reasonably requested by the Program Administrator, including medical records from a licensed Physician certifying the cause and extent of Dismemberment, must be provided to the Program Administrator within 90 (ninety) days of the Dismemberment Date

- 8.3 **Exclusions.** Notwithstanding the foregoing, you will not be eligible for Debt Cancellation if your Dismemberment is caused by or results from: (a) sickness, or treatment for sickness; (b) infections, unless the infection results solely from an accidental bodily injury; or (c) intentionally self-inflicted wounds.
- 8.4 **Amount of Debt Cancellation.** The amount of Debt Cancellation for Dismemberment shall equal the New Balance on the date that your Dismemberment occurred (the "Eligible Debt Amount") in an amount not to exceed a total of \$10,000 (ten thousand dollars), the Program limit. Any unpaid late fees and any additions to the Account debt after the date of Dismemberment are excluded from the calculation of the Eligible Debt Amount due to your Dismemberment, and you will remain obligated to pay such amounts. Upon cancellation of the Eligible Debt Amount due to Dismemberment, you will be re-eligible for Debt Cancellation due to a new Dismemberment following the expiration of 90 (ninety) consecutive days following the date of the immediately preceding Dismemberment. In the event both the Primary Accountholder and Joint Accountholder suffer a Dismemberment, we will cancel the Eligible Debt Amount only.

TERMINATION OF AMENDMENT AND REFUNDS

You have the right to terminate this Amendment at any time upon written notice to us. You must deliver your termination notice to either our Program Administrator or us. The Program Amendment will terminate on the earliest to occur of the following: (1) the date we receive your termination notice; (2) a default under the terms of the CCA; (3) you are more than 90 (ninety) days past due in making the Minimum Payment Due as shown on the Statement; (4) the Eligible Debt Amount is cancelled as a result of Loss of Life or Terminal Medical Condition; or (5) we terminate the Amendment with 30 (thirty) days written notice. In the event the date of termination of this Amendment falls within the first 15 (fifteen) days of an Account month, we will consider the Program fee for that month to be unearned. If the termination date does not fall within the first 15 (fifteen) days of a month, we will consider the entire Program fee for that month to be earned, as well as all Program fees paid during prior months.

PHYSICAL EXAMINATION AND AUTOPSY

While a request for Debt Cancellation is pending, we have the right, at our own expense, to examine your person and the nature of your request for Debt Cancellation due to Terminal Medical Condition, Critical Injury, Disability, or Hospitalization or to require an autopsy if not forbidden by law, if Loss of Life Debt Cancellation protection is requested.

PROGRAM ADMINISTRATOR

To qualify for Debt Cancellation, you or someone on your behalf must file a Debt Cancellation Request Form with the Program Administrator in accordance with the requirements of this Amendment. To receive a Debt Cancellation Request Form, you may call or write the Program Administrator's Customer Care Center by calling toll free at 1-877-268-7857, 7:00 A.M. to 10:00 P.M. Eastern Time, Monday through Friday, 9:00 A.M. to 6:00 P.M. on Saturday and 9:00 A.M. to 4:00 P.M. on Sunday except on Federal Banking holidays. Written correspondence and other documents should be sent via U.S. mail to:

Credit Protection Program
Customer Care Center
PO Box 2510
Roswell, GA 30077-9930

ARBITRATION

This Amendment to the CCA takes place in and substantially affects interstate commerce. Any dispute, controversy, benefit requests, demands, losses, damages, actions or causes of action that you or your beneficiary, including their respective heirs, personal representatives, successors and assigns (each referred to in this Arbitration section as "claimant") arising out of or relating in any way to this Amendment, or to the solicitation for and/or sale of this Amendment, shall be settled by arbitration under the provision of the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. Such arbitration shall be governed by the rules of the American Arbitration Association. The arbitration shall be conducted at our home office or such other location upon which both the claimant and we agree. The arbitration panel shall consist of three arbitrators, 1 (one) selected by us, 1 (one) selected by the claimant and 1 (one) selected by the arbitrators previously selected.

If we, a claimant, or a third party have any dispute that is directly or indirectly related to a dispute governed by this arbitration provision, the claimant and we agree to consolidate all such disputes.

The arbitration shall be binding upon the claimant and us. Any award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. The claimant and we give up the right to seek remedies in court, including the right to a jury trial. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration expenses shall be borne by the losing party, or by both parties in such proportion as the arbitration may decide.

If this arbitration section or any terms thereof are deemed by any court of competent jurisdiction to be legally unenforceable, we and you agree that such a ruling shall not affect the enforceability of the remainder of these arbitration terms and/or this Amendment.

Customer Care Center
P.O. Box 2510
Roswell, GA 30077-9930

F8-25781

August 18, 2010

|||||.....
4-25695-18
Protected Macy's Accountholder
Brenda J Edwards

You now have an extra measure of protection thanks to your Credit Protection Program!

Congratulations

You, along with thousands of others, now have added control over your finances by knowing that your Macy's credit card balance will be cancelled in certain times of need, such as the loss of your job involuntarily or your becoming unable to work due to a covered disability. These unfortunate things happen to people everyday without warning—now you have an extra measure of protection.

Protection You Deserve

We have enclosed the Credit Protection Program Terms and Conditions of this optional debt cancellation program for your review and safekeeping. Your benefits are fully described within this document. The charge for your monthly fee will appear on your Macy's billing statement as CREDIT PRO 1-877-268-7857. If you cancel within 30 days of our mailing these program materials to you, we will refund any fee billed to your account.

Your Enrollment Is Confirmed

To confirm, we have added your enrollment to our records as follows:

Protected Primary Accountholder: Brenda J Edwards
Protected Joint Accountholder: No Joint Accountholder
Protected Account Number ending with: 4731
Enrollment Date: August 17, 2010
Fee Per \$100 Of New Balance: \$1.89

NEED TO REQUEST BENEFITS OR HAVE A QUESTION?
Call toll-free **1-877-268-7857**
7:00 a.m. to 10:00 p.m. Eastern Time, Monday – Friday, 9:00 a.m. to 6:00 p.m. on Saturday and 9:00 a.m. to 4:00 p.m. on Sunday

The Macy's credit card is issued by Department Stores National Bank.

* Protection benefits are subject to terms, conditions, exclusions and limitations. Please read the following pages carefully for a complete explanation of the program.

1 **Involuntary Unemployment Protection**
cancels your New Balance up to \$10,000*

2 **Leave of Absence Protection**
cancels your New Balance up to \$10,000 for an employer-approved unpaid leave*

3 **Disability Protection**
cancels your New Balance up to \$10,000*

4 **Hospitalization Protection**
cancels your New Balance up to \$10,000*

5 **Nursing Home Care Protection**
cancels your New Balance up to \$10,000*

6 **Loss of Life Protection**
cancels the New Balance up to \$10,000 should either you or your joint accountholder suffer loss of life*

7 **Terminal Medical Condition Protection**
cancels your New Balance up to \$10,000 should either you or your joint accountholder suffer a terminal medical condition*

8 **Critical Injury Protection**
cancels your New Balance up to \$10,000 should either you or your joint accountholder suffer a covered critical injury*