

Exhibit A

PEREZ et al. v. DISCOVER BANK

**United States District Court
Northern District of California
Case No. 3:20-cv-06896-SI**

Settlement Agreement and Release

January 2024

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Iliana Perez (“Perez”), Josue Jimenez Magana (“Jimenez Magana”) and Emiliano Galicia Felix (“Felix” and, together with Perez and Jimenez Magana, the “Class Representatives”) on behalf of themselves and a class as defined below (collectively the “Class”), on the one hand, and defendant Discover Bank (“Discover” and, together with Class Representatives, the “Parties”) on the other. The Parties intend and agree to fully, finally and forever resolve, discharge and settle all claims of the Class asserted in the class action captioned *Perez v. Discover Bank*, Case No. 3:20-cv-06896-SI, pending in the United States District Court for the Northern District of California (the “Action”), subject to approval of the Court.

RECITALS

A. On or about July 22, 2020, Perez and Flavio Guzman Magana (“Guzman Magana”) initiated the Action by filing a putative class action complaint against Discover in the Superior Court of the State of California, County of San Mateo, in the action captioned *Perez v. Discover Bank*, Case No. 20-CIV-03045. They asserted a single claim for relief for violation of the Unruh Civil Rights Act, Cal. Civ. Code § 51 et seq., on behalf of a putative class defined as “All persons who applied for or attempted to apply for a financial product from Discover Bank but were denied full and equal consideration by Discover Bank on the basis of their immigration status.”

B. On October 2, 2020, Discover removed the Action to the United States District Court for the Northern District of California.

C. On December 7, 2020, Perez and Guzman Magana filed a first amended complaint against Discover, asserting claims for alienage discrimination in violation of 42 U.S.C. § 1981 and for discrimination on the basis of immigration status in violation of the Unruh Civil Rights Act on behalf of a putative nationwide class defined as “All persons who resided in the United States at

the relevant time they applied for or attempted to apply for a financial product from Discover Bank but were denied full and equal consideration by Discover Bank on the basis of alienage” and a putative subclass defined as “All persons who resided in California at the relevant time they applied for or attempted to apply for a financial product from Discover Bank but were denied full and equal consideration by Discover Bank on the basis of their immigration status.”

D. On July 23, 2021, Perez, Guzman Magana and Jimenez Magana filed a second amended complaint against Discover, asserting claims for alienage discrimination in violation of 42 U.S.C. § 1981 and for discrimination on the basis of immigration status in violation of the Unruh Civil Rights Act on behalf of a putative nationwide class defined as “All persons who resided in the United States at the relevant time they applied for or attempted to apply for a financial product from Discover Bank but were denied full and equal consideration by Discover Bank on the basis of alienage” and a putative subclass defined as “All persons who resided in California at the relevant time they applied for or attempted to apply for a financial product from Discover Bank but were denied full and equal consideration by Discover Bank on the basis of their immigration status.”

E. On September 23, 2021, the Court entered an Order granting Discover’s motion to compel arbitration, as a result of which Guzman Magana’s claims in this Action are currently stayed pending completion of arbitration of those claims. Guzman Magana is not a Settlement Class Member or a Class Representative, and nothing in this Agreement shall be deemed a waiver of his claims or Discover’s right to require arbitration of Guzman Magana’s claims in the event those claims are not dismissed as set forth herein.

F. On March 28, 2022, counsel for Plaintiffs notified Discover of their intention to file a Third Amended Complaint (“TAC”) adding Felix as a named plaintiff and proposed Class

Representative and sought Discover's consent. The case was stayed pending a decision on Discover's appeal prior to the filing of the proposed TAC.

G. Discover has denied and continues to deny each and every allegation of liability, wrongdoing and damages, as it has substantial factual and legal defenses to all claims and class allegations asserted in the Action. Discover has always maintained, and continues to maintain, that it has acted in accordance with all governing law. The Class Representatives maintain the strength of their positions. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member, any fault, liability, wrongdoing or damage, or any defenses that Discover has asserted or could in the future assert. Discover nonetheless has concluded that continuing to defend against the Action would be protracted, expensive and disruptive to its business. It therefore has decided that it is desirable to fully and finally settle the Action on the terms and conditions set forth herein to avoid the further expense, inconvenience and distraction of the Action and to dispel any related uncertainty.

H. The Class Representatives and Class Counsel recognize the expense and length of proceedings necessary to continue the litigation through further motion practice, trial and further appeals. They have taken into account the uncertainty and risk of the outcome of further litigation and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the settlement set forth in the Agreement is in the best interests of the Class and is fair, adequate and reasonable.

I. By this Agreement, and recognizing the consideration provided for under this Agreement, the Class Representatives and Class Counsel intend and agree to fully, finally and forever resolve, discharge and settle all claims of the Class.

J. This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of this Action on a class-wide basis. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is pled as a class action, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. In the event that Discover or the Class Representatives exercise a right herein to terminate or rescind this Agreement, the Court does not enter the Final Approval Order or the associated Judgment does not become Final for any reason, this Agreement shall be deemed null and void ab initio and shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever by anyone, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature and the mediation privilege. Notwithstanding the foregoing, Discover may use, offer, admit or refer to the Agreement and to the settlement reached therein where necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitration or other proceeding.

K. The Parties expressly reserve all rights, claims and defenses and do not waive any such rights, claims or defenses in the event that the Agreement is not approved for any reason. The Parties agree that they each retain and reserve all rights, and agree not to take a position to the contrary. The Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that Discover could not contest class certification and/or

proceeding collectively on any grounds if the Action were to proceed or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1. Definitions.

As used in all parts of this Agreement and the Exhibits hereto, the following terms have the meanings specified below:

1.1 “Action” means the civil action captioned *Perez v. Discover Bank*, originally filed in the Superior Court of the State of California, County of San Mateo, as Case No. 20-CIV-03045, and currently pending in the United States District Court for the Northern District of California as Case No. 3:20-cv-06896-SI.

1.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the settlement of the Action between them, all of which are subject to Court approval. It is understood and agreed that Discover’s obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

1.3 “Allocation Plan” means the formula by which Class Member payments shall be calculated.

1.4 “Attorneys’ Fees and Expenses” means such funds as awarded to Class Counsel to compensate them for their fees, costs and other expenses incurred in connection with the Action.

1.5 “Claim” means a written request, submitted via a Claim Form, by a Settlement Class Member to the Settlement Administrator, pursuant to the instructions set forth in the Claim Form, in substantially the form of Exhibit 3 to this Agreement. No more than one Claim per Settlement Class Member will be approved.

1.6 “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member must be postmarked and shall be at least thirty-five (35) days before the Final Approval Hearing. All Claims postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any settlement payment, absent the Parties’ written agreement otherwise. The Claim Deadline shall be no earlier than sixty (60) days after dissemination of the Notice and Text Message (the “Notice Date”).

1.7 “Claim Form” means the form used to submit a Claim, in the same or substantially the same form attached hereto as Exhibit 3.

1.7.1 “Class” or “Settlement Class” means:

All individuals who: (1) according to Discover’s records, applied for credit from Discover’s student, personal or home loan lines of business between July 22, 2018, and the date of preliminary approval and were either declined credit or received credit after meeting Discover’s requirement to have a United States citizen or lawful permanent United States resident co-signer; and (2) were recipients of valid and unexpired DACA, resided in the United States and were not citizens of the United States or lawful permanent United States residents at the time of the Discover loan application.

Excluded from the Class are Discover, all officers, directors and employees of Discover, and their legal representatives, heirs or assigns, and any Judges to whom the Action is assigned, their staffs and their immediate families.

1.8 “Class Counsel” means, collectively, Outten & Golden LLP and Mexican American Legal Defense and Educational Fund.

1.9 “Class Member” or “Settlement Class Member” means any person who is a member of the Settlement Class as defined herein and has not opted out of the Settlement.

1.10 “Class Representatives” means plaintiffs Iliana Perez, Josue Jimenez Magana and Emiliano Galicia Felix.

1.11 “Confidential” means “CONFIDENTIAL” pursuant to the Protective Order entered in this Action.

1.12 “Court” means the United States District Court for the Northern District of California.

1.13 “DACA” means Deferred Action for Childhood Arrivals, a policy of temporary deferral of deportation and exercise of prosecutorial discretion, as implemented by the June 15, 2012 memorandum from Secretary of Homeland Security Janet Napolitano, entitled “Exercising Prosecutorial Discretion with Respect to Individuals Who Came to the United States as Children.”

1.14 “Discover” means Discover Bank.

1.15 “Defense Counsel” means Discover’s counsel of record in the Action.

1.16 “Effective Date” means the date when all of the conditions set forth in Section 2 have occurred if Discover has not exercised its right of termination under Section 13 of this Agreement.

1.17 “Final” means five (5) business days after the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; and (iii) if no appeal is filed, the date of the expiration of time for the filing or noticing of any form of valid appeal or writ review from the Judgment. If the Judgment is set aside, modified or overturned by any court, including on appeal, and is not fully reinstated, the Judgment shall not become Final.

1.18 “Final Approval Hearing” means a hearing set by the Court to take place on or about the date which is at least fifty (50) days after the Opt-Out Deadline for the purpose of determining the fairness, adequacy and reasonableness of the settlement and entering Judgment.

1.19 “Final Approval Order” and “Judgment” mean the final approval order and judgment to be entered by the Court pursuant to this Agreement, in the same or substantially the same form as Exhibit 6 hereto, without material substantive changes thereto.

1.20 “Final Judgment” means the date that the Judgment becomes Final.

1.21 “Service Award” means an award by the Court to the Class Representatives in recognition of the time and effort they expended in their role as Class Representatives.

1.22 “Notice” means the notice provided to potential Settlement Class Members in the same or substantially the same form as Exhibit 1 (Email Notice) and Exhibit 2 (Text Message).

1.23 “Notice List” means the list of Class Members provided to Class Counsel by Discover, which shall be treated as Confidential pursuant to the terms of the Protective Order.

1.24 “Objection Deadline” means the date identified in the Preliminary Approval Order by which a Settlement Class Member must serve written objections to the settlement, if any, in accordance with Section 12 of this Agreement, to be able to object to the settlement. The Objection Deadline shall be no later than fifty (50) days prior to the Final Approval Hearing or as the Court may otherwise direct.

1.25 “Official Documentation” means a copy or copies of official United States Government documents showing that, at the time of a loan application with Discover, a Settlement Class Member was a recipient of valid and unexpired DACA, including but not limited to a Work Authorization Card containing the code “C-33” showing valid and unexpired DACA at the time of any denied application.

1.26 “Opt-Out Deadline” means the date identified in the Preliminary Approval Order by which a Request to Opt Out must be filed or submitted in writing to the Settlement Administrator in accordance with Section 11 of this Agreement in order for a person who would otherwise fall within the definition of the Settlement Class to be excluded from the Settlement Class. The Opt-Out Deadline shall be no earlier than forty-five (45) days after the mailing of the Notice and no later than fifty (50) days prior to the Final Approval Hearing, or as the Court may otherwise direct.

1.27 “Party” or “Parties” means the Class Representatives, on behalf of themselves and all Settlement Class Members, and Discover.

1.28 “Preliminary Approval Order” means an order to be executed and filed by the Court, preliminarily approving the settlement and directing notice to potential Settlement Class Members, in the same or substantially the same form as Exhibit 5 hereto.

1.29 “Programmatic Relief” means the relief set forth in Section 3.2 of this Agreement.

1.30 “Protective Order” means the Stipulated Protective Order entered in the Action on February 15, 2022, ECF No. 82.

1.31 “Released Claims” means any and all actions, causes of action, defenses, demands, objections, rights, offsets, setoffs, suits or claims of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary relief, sanctions or damage for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential or punitive damages, as well as any and all claims for treble damages, penalties, interest, whether suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that relate to or arise from the matters alleged in the Action, including without limitation any claims based on immigration status, alienage or lack of United States citizenship, including under 42 U.S.C. § 1981, the Unruh Civil Rights Act, Cal. Civ. Code

§ 51 et seq., or any other federal or state civil rights statutes, the Equal Credit Opportunity Act or the Fair Credit Reporting Act. It is the intention of the Class Representatives to provide a general release of all Released Claims against the Releasees for claims related to the denial of loan applications. “Released Claims” include both known claims as well as any unknown claims that any Releasers do not know or suspect to exist in their favor at the time of the entry of the Judgment, and which, if known by them, might have affected their settlement with and release of the Releasees, or might have affected their decision to opt out of the Settlement Class or to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representatives shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have to the fullest extent allowed by law, waived the provisions, rights, and benefits of any statute or principle of common law similar to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Releaser may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasers, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever settled and released to the fullest extent allowed by law any and all Released Claims, known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which then exist, or heretofore have existed,

upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, contract, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material term of the Settlement of which this release is a part.

1.32 “Releasees” and “Released Parties” includes all of the following: (1) Discover; (2) each of Discover’s past, present or future subsidiaries, parent companies, divisions, affiliates, partners or any other organizational units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, trustees and co-trustees, investment advisors, associates, investment bankers, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors and administrators of any person or entities in subparts (1) or (2) hereof, together with each of their respective predecessors, successors and assigns.

1.33 “Releasers” means the Class Representatives and all Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming by or through any or all of them.

1.34 “Request to Opt Out” means the written request from a Class Member that seeks to exclude that person from the Settlement Class and that complies with the requirements set forth in Section 11 of this Agreement.

1.35 “Settlement” means the settlement of the Action as set forth in this Agreement.

1.36 “Settlement Administrator” means a third-party settlement administrator used to administer the Settlement. The Parties will jointly select the settlement administrator through a competitive bid process. Discover and Defense Counsel will solicit the bids after consultation with Class Counsel and select their preferred administrator, subject to reasonable approval by Class Counsel. Discover will pay for all Settlement Administration costs.

1.37 “Settlement Fund” means the funds that Discover shall pay under Section 3 of this Agreement. The Settlement Fund is for the benefit of the Settlement Class and will be used to pay Verified Claimants.

1.38 “Settlement Website” means the website to be established by the Settlement Administrator as set forth in Section 7.

1.39 “Verified Claim Form” means a Claim Form that is (a) fully completed and properly executed, (b) timely returned to the Settlement Administrator and (c) validated by the Settlement Administrator pursuant to the procedures set forth in this Agreement.

1.40 “Verified Claimant” means each Settlement Class Member who submits a Verified Claim Form.

2. Conditions and Effectiveness of Agreement.

2.1 This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. The Effective Date of this Agreement shall be the date when all of the following listed below shall have occurred.

2.2 Full Execution. The Parties have signed the Agreement.

2.3 CAFA Compliance. This Settlement shall be administered as if governed by 28 U.S.C. § 1715. Discover shall work with the Settlement Administrator to provide the notice to government officials under that statute, but in no event shall the Final Approval Hearing take place prior to the provision of effective notices and the expiration of the statutory time. The Final Approval Order shall make a finding that 28 U.S.C. § 1715 was fully complied with.

2.4 Court Approval. Court approval of this Agreement shall be sought in accordance with the following steps:

2.4.1 Motion for Preliminary Approval. Class Counsel will present a Motion for Preliminary Approval to the Court no later than January 9, 2023, including the Email Notice, Text Message and Claim Form in the same or substantially the same form as Exhibit 1, Exhibit 3 and Exhibit 2 hereto respectively, and the Preliminary Approval Order in the same or substantially the same form as Exhibit 5 hereto.

2.4.2 Certification of Class for Settlement Purposes. In connection with the proceedings for Preliminary and Final Approval, the Class Representatives shall seek orders (Preliminary and Final, respectively) certifying the Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure for purposes of this Settlement only.

2.4.3 Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in the same or substantially the same form as Exhibit 5 attached hereto, which shall among other things:

a. Preliminarily certify the proposed Class under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure for settlement purposes only;

b. Preliminarily approve this Agreement as fair, reasonable and adequate under Rule 23 of the Federal Rules of Civil Procedure subject to final determination by the Court;

c. Approve the appointment of the Class Representatives as representatives of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement;

d. Approve a form of Notice in the same or substantially the same form as Exhibit 1, Exhibit 2, and Exhibit 3 hereto to be provided to the individuals on the Notice List;

e. Direct the Settlement Administrator, within thirty (30) days after entry by the Court of the Preliminary Approval Order, to disseminate the Notice in the same or substantially the same form as Exhibit 1 and Exhibit 3 hereto to each individual on the Notice List by email and text message (and, where either an email address or phone number are unavailable, by mail). The Notice will include, as an attachment or link, the Claim Form in the form of Exhibit 3 to this agreement.

f. Direct the Settlement Administrator, within ten (10) days after entry by the Court of the Preliminary Approval Order, to establish the Settlement Website, which shall contain copies of the Agreement and Exhibits, including the Notice in the same or substantially the same form as Exhibit 1 and Exhibit 3 hereto;

g. Direct Class Counsel to file their motion for attorneys' fees and costs.

h. Schedule a Final Approval Hearing on final approval of this Settlement, including a hearing on the request for attorneys' fees and costs, at least one hundred and forty (140) days after entry of the Preliminary Approval Order;

i. Establish a procedure for Class Members to exclude themselves and set an Opt-Out Deadline, no later than fifty (50) days before the Final Approval Hearing, after which no Class Member shall be allowed to opt out of the Settlement and shall be bound to the terms of the Settlement;

j. Establish a procedure for Settlement Class Members to appear and/or object to the Settlement and set an Objection Deadline, no later than fifty (50) days before the Final Approval Hearing, after which no Settlement Class Member shall be allowed to object;

k. Require any attorneys representing Settlement Class Members, at the Settlement Class Member's expense, to file a notice of appearance;

l. Stay all proceedings in the Action against Discover, other than proceedings as may be necessary to carry out the terms and conditions of the Agreement;

m. Pending Final Approval, and upon expiration of the Opt-Out Deadline, bar each Settlement Class Member from maintaining, commencing, prosecuting or pursuing directly, representatively, or in any other capacity any Released Claim subsumed and covered by the Release in this Agreement in any court or arbitration forum;

n. Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and

o. Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

2.5 Notice to Class Members. The Settlement Administrator shall disseminate notice to the Settlement Class as directed by the Preliminary Approval Order and the terms of this Agreement.

2.6 Order of Final Approval and Judgment. The Court shall enter the Final Approval Order in the same or substantially the same form attached as Exhibit 6 hereto, which shall, among other things:

a. Find that the Court has personal jurisdiction over the Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action and that venue is proper;

- b. Finally approve the Settlement;
- c. Finally certify the Settlement Class for settlement purposes only;
- d. Find that the form and means of disseminating the Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and find that the Parties and procedures used complied with federal law so as to give full effect to the Settlement;
- e. Order payment of attorneys' fees and costs based on briefing by the Parties.
- f. Make the Releases in Section 10 of this Agreement effective as of the date of the Final Judgment;
- g. Bar the Class Representatives and all Settlement Class Members from filing, commencing, prosecuting, intervening in or participating in (as class members or otherwise) any action in any jurisdiction with respect to the Released Claims;
- h. Bar the Class Representatives and all Settlement Class Members from organizing or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Members but who have requested to be excluded from the Settlement Class, in pursuing any of the Released Claims (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims);
- i. Find that, by operation of the entry of the Judgment, the Class Representatives and all of the Settlement Class Members shall be deemed to have forever released, relinquished and discharged the Released Parties from any and all Released Claims;
- j. Authorize the Parties to implement the terms of this Agreement;

k. Retain jurisdiction relating to the administration, consummation, enforcement and interpretation of the Agreement, the Final Judgment and for any other necessary purpose; and

1. Issue related orders to effectuate the final approval of the Settlement and its implementation.

2.7 No Injunctive Relief. The Final Approval Order and Judgment shall not provide for any injunctive relief against the Parties.

2.8 Finality of Judgment. The Final Approval Order and Judgment have become Final, including expiration of the time for filing any appeal or other form of objection to the Final Approval Order, full and final resolution of any appeal or objection that may be filed, and expiration of the time for seeking review of that disposition through an appeal, *en banc* hearing, or higher level of review.

3. Settlement Consideration.

3.1 In consideration for the Releases set forth in Section 10, Discover will provide the following benefits.

3.2 Programmatic Relief.

3.2.1 Discover will review, and as appropriate amend, its lending policies and procedures for its student lending, personal lending and home loan lines of business to ensure that DACA applicants will be evaluated for credit eligibility on terms comparable to U.S. citizens. Notwithstanding the foregoing, each DACA applicant, taking into account their individual circumstances as well as investor requirements, must satisfy Discover's credit requirements and underwriting guidelines to determine whether the applicant is entitled to credit and, if so, the terms if qualified for credit. To the extent the government's DACA policies are ended, revoked, repealed or otherwise cease to exist or are unenforceable for any reason, Discover shall have no obligation

to extend credit pursuant to the terms of this settlement to former DACA recipients. Nothing in this paragraph is an admission either about Discover's current or past practices or an admission that the Agreement's terms are mandated by law or other requirement.

3.2.2 The relief set forth in this Section shall not operate as an injunction or otherwise provide any Settlement Class Member, governmental official or agency or any other person or entity with any right or power to seek direct enforcement of its terms, except a Settlement Class Member may seek relief from the Court as to a breach of the terms of this Agreement.

3.3 Settlement Monetary Consideration.

3.3.1 Within fourteen (14) days after the Effective Date, Discover will fund the Settlement Fund by depositing into an escrow account with the Settlement Administrator, the terms of which shall be subject to Discover's approval, the Settlement Fund amount of nine hundred seventy-nine thousand five hundred dollars (\$979,500). Under no circumstances shall Discover's total financial obligation to fund the Settlement Fund exceed nine hundred seventy-nine thousand five hundred dollars (\$979,500).

3.3.2 The Settlement Fund shall be used to pay all distributions to Settlement Class Members, as described in Section 5 of this Agreement, and Service Awards to the Class Representatives as described in Section 15 of this Agreement.

3.3.3 Individual Settlement Class Member payments shall be determined using the following Allocation Plan: Each California Class Member who submits a Claim shall be entitled up to Two Thousand Five Hundred Dollars (\$2,500). Each National (non-California) Class Member who submits a Claim shall be entitled up to Two Hundred Fifty Dollars (\$250). In the event that the total amount of Claims of California Class Members and National Class Members combined exceeds the amount for distribution in the Settlement Fund, California Class Members and National Class Members for Verified Claims will convert to a pro rata share, with each California Class

Member entitled to ten times the pro rata share as compared to the pro rata share for each National Class Member. In the event that the combined total payments to Settlement Class Members is less than the amount for distribution in the Settlement Fund, the remaining amount will be reallocated to class members based on the aforementioned allocation formula with no individual payment to exceed \$16,000.

3.3.4 Any residual amount, as a result of uncashed checks or otherwise, will be paid on a *cy pres* basis to The Dream.US. Payment to any *cy pres* recipient shall occur within 30 days after the last void date of any payments.

3.3.5 At least fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties the number of Settlement Class Members with Verified Claim Forms.

3.3.6 Following the Effective Date and Discover's satisfaction of its payment obligations, Class Counsel will execute and file an acknowledgement that Discover has satisfied the payment obligations under the Settlement Agreement.

4. Qualified Settlement Fund.

4.1 The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

4.2 Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Discover with that employer identification number on a properly completed and signed IRS Form W-9.

4.3 If requested by either Discover or the Settlement Administrator, the Settlement Administrator and Discover shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

4.4 Discover shall have no responsibility, financial obligation or liability whatsoever with respect to investment of QSF funds, payment of federal, state and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements or payment of the administrative, legal, accounting or other costs occasioned by the use or administration of the QSF.

4.5 The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state and local tax returns and information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state and local tax returns and information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

5. Claims Process and Payments from the Settlement Fund.

5.1 Payment to Settlement Class Members. Distributions from the Settlement Fund shall be disbursed to Verified Claimants.

5.2 Settlement Fund. To receive payment from the Settlement Fund, a Settlement Class Member must fully complete, execute and submit, per the instructions therein, the Claim Form. The Claim Form will be mailed with the Notice and will be posted on the Settlement Website. Pursuant to the instructions on the Claim Form, the Settlement Class Member must affirm:

- The individual applied for and was denied, rejected, declined, cancelled or determined ineligible for a loan from Discover during the applicable time period;
- Through a sworn written statement, that the individual had current and valid and unexpired DACA status, a United States address and a Social Security Number or ITIN at the time of the denied application for which the individual is making a claim.

5.2.1 The Settlement Administrator shall then confirm whether the individual submitting a Claim Form appears on the Notice List.

5.2.2 If there is reasonable suspicion regarding the claimed DACA status of any individual or group of individuals that submits a Claim Form, Class Counsel or Defense Counsel may, within fourteen (14) days after the Claim Deadline, direct the Settlement Administrator to contact any such individual and ask them to submit Official Documentation of their DACA status. The content of such Documentation Request is attached as Exhibit 4 hereto. The deadline for submission of Official Documentation shall be twenty-one (21) days after the Claim Deadline. If an individual fails to timely provide the requested Official Documentation, his or her Claim Form shall be denied as unverified.

5.2.3 After successful submission of a completed, executed Claim Form by an individual appearing on the Notice List, and the verification of authenticity by the Settlement Administrator if Official Documentation is requested, the Claim Form shall become a Verified Claim Form and the Settlement Class Member shall become a Verified Claimant.

5.2.4 Joint Borrowers. A Settlement Class Member may make only one claim, provided that both the primary borrower and a joint borrower may each make a claim if each is a Settlement Class Member.

5.2.5 Each Settlement Class Member who submits a Verified Claim Form demonstrating entitlement to payment from the Settlement Fund, as determined by and in the sole discretion of the Settlement Administrator, shall be eligible to receive a payment from the Settlement Fund, calculated pursuant to the Allocation Plan. Payments shall become void one hundred twenty (120) days following remittance. Any uncashed payments shall be paid to the *cy pres* recipient(s) pursuant to Section 3 within thirty (30) days after the last void date of any payments. A post-distribution accounting shall be filed with Court pursuant to the Procedural Guidance for Class Action Settlements in the United States District Court for the Northern District of California.

5.3 Claim Review and Deficiency Process. Within ten (10) days following the Claim Deadline, the Settlement Administrator shall determine whether each Claim Form submitted is facially valid, in that it is in the form required, includes the required affirmations and information and was submitted in a timely fashion and properly signed by a Settlement Class Member appearing on the Notice List. Full compliance with the requirements of the terms of this Agreement and the Claim Form, along with submission of Official Documentation if requested, shall be necessary for the submission of a Verified Claim Form, and the absence of any of these requirements shall invalidate the proffered claim. The Parties retain the ability to request Official Documentation should they have reasonable suspicion that the Claimant did not have valid and unexpired DACA status, and the Settlement Administrator shall verify the Official Documentation by comparing the documentation received to samples of the Official Documentation mutually agreed upon by the Parties. All such claim criteria shall be strictly enforced. Any Settlement Class

Member's failure to provide any of the required affirmation and information shall result in the putative claim being deemed invalid. Claim Forms that do not meet the requirements as set forth in this Agreement and in the Claim Form instructions shall be rejected absent agreement by the Parties on a cure process or other reasonable remedial steps. This shall include but is not limited to any failure to provide complete and accurate information, any failure to make the required representations and attestations, any failure to provide required supporting documentation if requested to do so, any failure to fully execute the Claim Form and any failure to timely submit the Claim Form and Official Documentation. The Settlement Administrator shall have the authority to determine whether the submission of a Claim Form and Official Documentation, if requested, is complete and timely. The Settlement Administrator's determinations in this regard shall be final and non-appealable. The Settlement Administrator shall promptly send a notice to any Settlement Class Member who submits a deficient Claim, identifying the deficiency and informing the individual that Class Counsel is available to assist in addressing deficiencies. To be considered, any revised Claim Form and Official Documentation, if requested, or attempted cure of a Claim Form and Official Documentation must be mailed to the Settlement Administrator within ten (10) days after the date of the original notice of deficiency, and in no event shall a Claim Form be deemed timely if mailed more than twenty-one (21) days after the Claim Deadline. Any Settlement Class Member whose claim is rejected shall be barred from receiving payment under the Settlement from the Settlement Fund but shall in all other respects be bound by the terms of this Agreement and by the Order of Final Approval entered in the Action. No person shall have any claim against Releasees, Defense Counsel, the Class Representatives, Class Counsel, or the Settlement Administrator based on any eligibility determinations made in accordance with the Agreement.

5.4 The Settlement Administrator shall pay each Verified Claimant his or her respective payment according to the terms, conditions and procedures set forth in this Agreement and the Allocation Plan. Each Verified Claimant must properly and timely submit a Verified Claim Form, including a fully completed and properly executed Form W-9 (if required by the Settlement Administrator) and Official Documentation (if Official Documentation is requested), in order to be eligible to receive payment. Notwithstanding the foregoing, no payments will be due and payable until thirty (30) days after the Effective Date.

5.5 For each payment made pursuant to this Agreement, Discover, itself or through the Settlement Administrator, may report each payment to government authorities including the Internal Revenue Service as required by law. The Settlement Administrator further may issue a Form 1099 to each Settlement Class Member. Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings on any of the payments made pursuant to this Agreement. Discover makes no representations, and it is understood and agreed that Discover has made no representations, as to the taxability of any portions of the settlement payments to any Settlement Class Members or the payment of any Attorneys' Fees and Expenses or the payment of any Service Awards to the Class Representatives. The Notice will advise Class Members to seek their own tax advice, and the Class Representatives and Class Counsel agree that Class Members will have an adequate opportunity to seek such tax advice.

5.6 The Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the determination, administration, calculation, investment, allocation, distribution or payment of award amounts or distributions, the payment or withholding of taxes or any losses incurred in connection therewith. No person shall have any claim against

the Releasees, Class Counsel or any other agent designated pursuant to this Agreement based upon the distributions made substantially in accordance with this Agreement or any order of Court.

6. Retention and Duties of Settlement Administrator.

6.1 The Parties will jointly select the settlement administrator. Fees and costs of the Settlement Administrator shall be paid by Discover separate and apart from the Settlement Fund.

6.2 The Settlement Administrator shall administer the Settlement pursuant to the terms of this Agreement. The Settlement Administrator shall be responsible for providing notice (including data standardization and de-duplication of the Notice List, updating email or text message contact information and making reasonable efforts to update addresses for undeliverable Notices, drafting and submitting the CAFA notice, processing Claims, evaluating any Official Documentation requested and determination of Verified Claim Forms and Verified Claims, status reporting, creating and hosting a dual English-Spanish Settlement Website, deploying and operating a dual English-Spanish automated toll-free contact center and disbursing the Settlement Funds including payments to Verified Claimants. The Settlement Administrator shall have the authority to request from any Settlement Member any necessary documentation to verify a Claim Form or the Official Documentation, or pay a Verified Claim, in its reasonable judgment, if deems it necessary to do so before it issues a payment to that Settlement Class Member. Discover or Class Counsel may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as Discover or Class Counsel shall deem appropriate. The Settlement Administrator shall also be responsible for additional tasks that the Parties jointly agree are necessary to accomplish administration of the Settlement.

6.3 The Settlement Administrator shall not have any duties with respect to settlement administration apart from those expressly provided for in this Agreement.

6.4 The Parties will coordinate with the Settlement Administrator to provide notice to the Class as provided in this Settlement Agreement. Because the information about Settlement Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Discover will be used solely for the purpose of effecting this Settlement and otherwise shall comply with Discover's vendor and information security requirements. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

6.5 The Settlement Administrator shall complete and provide to Discover any W-9 forms necessary for Discover to implement this Settlement.

6.6 The Settlement Administrator shall provide to Discover and Class Counsel confirmation in writing upon its completion of the administration of the Settlement.

7. Notice to the Class and Settlement Website.

7.1 Subject to the Court's approval, the form of notice shall be in the same or substantially the same form as Exhibit 1 (Notice), Exhibit 3 (Claim Form) and Exhibit 2 (Text Message).

7.2 Within fourteen (14) days after the Court's entry of the Preliminary Approval Order, Discover shall provide the Settlement Administrator with the Notice List. The Settlement Administrator shall treat the Notice List as Confidential pursuant to the terms of the Protective

Order and Section 6.4 of this Agreement. Within fourteen (14) days after the Court's entry of the Preliminary Approval Order, Discover shall also provide Class Counsel with the Notice List, except that names and contact information (mailing addresses, email addresses and phone numbers) and the first four digits of a Social Security number may be redacted. Class Counsel shall treat the Notice List as Confidential pursuant to the terms of the Protective Order and Section 6.4 of this Agreement.

7.3 If, by entering an order approving the final forms of the notice, the Court provides authorization to send the Notice, Text Message and Claim Form in the same or substantially the same form as Exhibit 1, Exhibit 2 and Exhibit 3 to the individuals on the Notice List, the Settlement Administrator will email the Notice with the Claim Form (where an email address is available) and send the Text Message (where a phone number is available) to the individuals on the Notice List no later than thirty (30) days after the date of the Court's entry of the Preliminary Approval Order. Where an email address and phone number are not both available, the Settlement Administrator will send the Notice by U.S. First Class Mail as well. This Agreement and the Notice, Claim Form and Text Message in the same or substantially the same form as Exhibit 1, Exhibit 3 and Exhibit 2 shall also be posted on the Settlement Website.

7.4 Following the mailing of the Notice and sending of the Text Message, the Settlement Administrator shall provide counsel with written confirmation of the mailing.

7.5 Unless the Settlement Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this paragraph, that notice shall be deemed mailed and received by the individual to whom it was sent five (5) days after mailing. In the event that subsequent to the first mailing of a Notice, and prior to fourteen (14) days before the Opt-Out Deadline, the Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the Notice

and Claim Form to that address, and the Notice will be deemed mailed at that point. If any Notice is returned undeliverable, the Settlement Administrator will attempt one skip-trace and, if the skip-trace establishes an alternate address, the Settlement Administrator shall re-mail the Notice and Claim Form to that alternative address. The Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this paragraph shall be construed to extend the Opt-Out Deadline for any Class Member.

7.6 A reminder notice will be issued by email and text message where readily available 30 days after the mailing of the Notice, in the form attached hereto as Exhibit 7.

7.7 No later than thirty (30) days after the Effective Date, the Settlement Administrator, upon the approval of the Court to file under seal pursuant to the Protective Order (to protect the names, addresses, and other personal information of Class Members), will cause to be filed with the Court a list of the names and addresses of all Class Members to whom the Notice was sent. The Parties agree that the list of names and addresses of all Class Members shall not be used for any purpose other than to enforce the terms of this Agreement.

7.8 No later than the mailing of the Notice, the Settlement Administrator shall establish the Settlement Website, which shall contain copies of this Agreement and Exhibits including the Notice and Claim Form. The Settlement Administrator shall also post to the Settlement Website the entered Preliminary Approval Order, applications for Service Awards and Attorneys' Fees and Expenses, the entered Final Approval Order and any order approving Service Awards and Attorneys' Fees and Expenses. The Settlement Website shall remain open and accessible for at least one hundred twenty (120) days after the distribution of payments.

8. Covenants Not to Sue.

8.1 The Class Representatives, on behalf of themselves and the Settlement Class Members, covenant and agree: (1) not to file, commence, prosecute, intervene in, or participate in

(as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (2) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (3) that the foregoing covenants and this Agreement shall be a complete defense against the Class Representatives and the Settlement Class Members to any of the Released Claims against any of the Releasees.

9. Representations and Warranties.

9.1 The Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Class Representatives' Released Claims.

9.2 The Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.3 The Parties, and each of them on his, her or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever

in executing the Settlement Agreement by representations, statements or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Settlement Agreement. Each of the Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1 On the Effective Date, the Releasors, including but not limited to the Class Representatives, on their own behalf and on behalf of each Settlement Class Member, by operation of the release and the Judgment set forth in the Final Approval Order, do hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees of and from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim. The Parties agree that the Releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this paragraph, and that in that event, the Releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

10.2 The Releasors acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the release, that it is possible that unknown facts, losses or claims exist, and that known losses may have been underestimated in amount or severity. This was explicitly taken into account in connection with this Agreement. It is the Releasors' intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally

and forever settle and release each and every one of the Releasees from each and every Released Claim.

10.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement, and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Action or its Settlement in the form of the Notice or otherwise. The Release and agreements contained in this Section 10 shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.4 Promptly after the Effective Date, Settlement Class Members shall dismiss with prejudice all claims, actions or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and Discover learns of the action, Discover may provide notice to the Settlement Class Member of this Settlement and request dismissal of the action.

11. Opt-Out Rights.

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. In order to opt out, the Class Member must send to the Settlement Administrator, at the address listed in the Notice and on the Settlement Website, a written request to opt out that is postmarked no later than the Opt-Out Deadline, as specified in the Notice. The request to opt out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class”; and (e) affirm via sworn statement that the individual had valid and unexpired DACA status at the time he or she was denied a loan from Discover. If requested, the opt-out request must also include Official Documentation evidencing

the Settlement Class Member's valid and unexpired DACA status at the time of the denial of the application. Mass or class opt outs shall be void.

11.2 Any Settlement Class Member who does not opt out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class upon the expiration of the Opt-Out Deadline and shall be bound by all subsequent proceedings, orders and judgments.

11.2.1 Review Process. Prior to the Final Approval of the Settlement, the Settlement Administrator shall confirm that each Request to Opt Out is facially valid, in that it is in the form required, includes the required affirmations and information, was submitted in a timely fashion by a Settlement Class Member on the Notice List and otherwise meets the requirements of this Agreement. Full compliance with the requirements of the terms of this Agreement and the Request to Opt Out, along with submission of any Official Documentation, if requested, shall be necessary for the submission of a Request to Opt Out, and the absence of any of these requirements shall invalidate the request. The Settlement Administrator shall verify any Official Documentation requested by comparing the documentation received to samples of the Official Documentation mutually agreed upon by the Parties. All such criteria shall be strictly enforced. Requests to Opt Out that do not meet the requirements as set forth in this Agreement shall be rejected. This shall include but is not limited to any failure to provide complete and accurate information, any failure to make the required representations and attestations, any failure to provide required supporting documentation, any failure to fully execute the Request to Opt Out and any failure to timely submit the Request to Opt Out and Official Documentation requested. The Settlement Administrator shall have the authority to determine whether the submission of a Request to Opt Out and Official Documentation is complete and timely. The Settlement Administrator's determinations in this regard shall be final and non-appealable.

11.3 Any Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this Section, even if the person desiring to opt out of the Settlement Class (a) files or has filed a separate action against any of the Released Parties or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.4 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.5 The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within ten (10) business days after the Opt-Out Deadline.

11.6 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

12. Objections.

12.1 Overview. Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

12.2 Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Notice and Preliminary Approval Order. The written objection must be sent to the Clerk of Court no later than the Objection Deadline.

12.3 Form of Objection. The requirements to assert a valid written objection shall be set forth in the Notice and on the Settlement Website, and, to be valid, the written objection must be

made in writing and include: (a) the case name and number; (b) the name, address and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the reasons for the objection; (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (e) a sworn statement affirming that the individual had valid and unexpired DACA status and was denied a loan from Discover. If requested, the objection must also include the Official Documentation showing valid and unexpired DACA status at the time of the denial of the application. The Notice will instruct the Settlement Class Member to send any requested Official Documentation only to the Settlement Administrator, to ensure that Official Documentation is not placed on file on the public docket or otherwise disclosed to the public.

12.4 Waiver of Objection. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Notice and consistent with this Section shall be deemed to have waived any such objection, subject to a final determination by the Court, and shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

12.5 Review Process. Prior to the Final Approval of the Settlement, the Settlement Administrator shall confirm that each Objection meets the requirements set forth in this Agreement, including that each Objection is in the form required, that each Objection is signed and includes the required affirmations and information, that each Objection was submitted in a timely fashion, that each claimant is a Member of the Settlement Class and has submitted Official Documentation, if requested. The Settlement Administrator shall verify any requested Official Documentation by comparing the documentation received to samples of the Official Documentation mutually agreed upon by the Parties. All such criteria shall be strictly enforced.

The Settlement Administrator shall have the authority to determine whether the Objection meets the requirements of this Agreement and was submitted timely and whether the Official Documentation is valid. The Settlement Administrator's determinations in this regard shall be final and non-appealable.

12.6 Within seven (7) business days after the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made, and the Court may seek *in camera* review of Official Documentation if requested.

12.7 Appearance. Subject to approval of the Court, any Settlement Class Member who submits a written objection in accordance with this Section and the Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable. The Notice will request that if the objecting Settlement Class Member files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline, such notice shall include copies of any papers, exhibits or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

13. Termination.

13.1 In the event that the Settlement set forth in this Agreement is not approved without changes by the Court or, if one of the conditions upon which the Agreement is based is not satisfied, or if the Court determines that it lacks jurisdiction to approve the Settlement, or if there is a court order from another court that takes jurisdiction over some or all of the Claims, or if there is a regulatory determination that frustrates the purpose of and protection of the Settlement, or in the event that the Effective Date does not occur, no further payments shall be made by Discover to

anyone in accordance with the terms of this Agreement, the Parties will bear their own costs and fees with regard to the efforts to obtain Court approval and this Agreement shall be deemed null and void with no effect on the Action whatsoever. Reductions in the amount of the requested Service Award or Attorneys' Fees and Expenses shall not be deemed a substantial change necessitating termination of the Settlement.

13.2 Failure of the Court to enter the Preliminary Approval or Final Approval Order in its entirety or in a similar form without material changes thereto as determined by Discover, Class Counsel or the Class Representatives will be grounds for Discover, Class Counsel or the Class Representatives to terminate the Settlement and the terms of this Agreement. If any material portion of the Agreement or the Final Approval Order is vacated, modified or otherwise altered on appeal, Discover, Class Counsel or the Class Representatives may, in their sole discretion, within fourteen (14) calendar days of such appellate ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect.

13.3 In the event that more than 100 Settlement Class Members exclude themselves from the Settlement Class, Discover shall have the absolute discretionary right (but not the obligation) to terminate the Settlement and this Agreement, and, in such case, each and every one of Discover's obligations under this Agreement shall cease to be of any force and effect, and this Agreement and any orders entered into in connection therewith shall be vacated, rescinded, cancelled and annulled. If Discover exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, this Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or in any other proceeding. Discover must exercise

this option pursuant to this paragraph at least seven (7) days prior to the Final Approval Hearing, by giving written notice of such exercise to Class Counsel.

13.4 If one of the Parties exercises a right herein to terminate or rescind this Agreement or this Agreement is not approved by the Court pursuant to the proposed Final Approval Order, then this Agreement, the conditional Settlement Class certification provided herein, the Settlement proposed herein (including any modifications made with the consent of the Parties) and any action taken or to be taken in connection therewith shall be terminated and shall become null and void and have no further force or effect; the Preliminary Approval Order shall be vacated; the Parties shall be restored to their respective positions existing prior to the execution of this Agreement without prejudice; and the Parties' rights and obligations with respect to the use of this Agreement and the Settlement contemplated hereby will be subject to Section 14 hereof. In addition, neither this Agreement, the preliminary certification of the Settlement Class, the Preliminary Approval Order nor any other document in any way relating to any of the foregoing, shall be relied on, referred to or used by anyone in any way for any purpose in connection with any further proceedings in this Action and/or any action, lawsuit, arbitration or proceeding involving a Released Claim.

14. Certification of Settlement Class For Settlement Purposes.

14.1 After entry of the Preliminary Approval Order, and no later than thirty-five (35) days before the Final Approval Hearing, or such shorter time as allowed by the Court, the Class Representatives shall move for Final Approval of the Settlement, an award of attorneys' fees and costs an award of service payments and entry of Final Judgment and shall request that the preliminary certification of the Settlement Class for settlement purposes be made final.

14.2 If the Settlement is not granted final approval and the Final Approval Order is not entered in the same or substantially the same form as Exhibit 6 hereto, the certification of the

above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class in this or any other action can be or have been satisfied. In such circumstances, Discover reserves and shall have all rights to challenge certification of any class for any purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

15. Attorneys' Fees and Expenses and Service Awards.

15.1 Attorneys' Fees and Expenses.

15.1.1 Any application for Attorneys' Fees and Expenses shall be filed within thirty (30) calendar days of entry of the Preliminary Approval Order.

15.1.2 Discover will not object to Class Counsel seeking an award of Attorneys' Fees and Expenses as allowed by this Agreement; however, Discover may challenge the amount of the Attorneys' Fees and Expenses sought. Class Counsel agree that the amounts of Attorneys' Fees and Expenses awarded shall compensate them for all legal work and costs in the Action up to and including the date of Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of Final Judgment. The Settlement shall not be contingent on the Court awarding or failing to award Attorneys' Fees and Expenses in any amount.

15.1.3 The procedure for and the grant or denial or disallowance by the Court of the application for Attorneys' Fees and Expenses is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses or any appeal from any order relating thereto or reversal or modification thereof will not operate to terminate or cancel this Agreement.

15.1.4 Within fourteen (14) days after the Effective Date or entry of an order approving the application for Attorneys' Fees and Expenses (whichever is later), Discover shall make payment of the Attorneys' Fees and Expenses awarded by the Court to the Settlement Administrator, to be distributed pursuant to wire instructions in writing from Class Counsel. In accepting this payment, the Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment and method of payment under this Agreement are in full satisfaction of any and all claims, rights and demands that Class Counsel, the Class Representatives or the Settlement Class had, have or may claim to have in the future for attorneys' fees, costs, expenses or any other payment in connection with this Action or this Agreement, up to the date of Final Judgment. Discover shall have no responsibility for allocation or distribution of the award among Class Counsel.

15.1.5 A Form 1099 for this payment will be filed. Class Counsel shall cooperate with the Settlement Administrator to provide all information necessary to process the payment including completing any requested tax forms (e.g., IRS Form W-9 and applicable tax identification numbers). The Settlement Administrator and Discover shall have no responsibility for, and no liability whatsoever with respect to, any tax obligations or any allocation among the Class Representatives and Class Counsel, and/or any other person who may assert some claim thereto, of any award, payment or credit issued or made in this Action or pursuant to this Agreement, including but not limited to any award or payment pursuant to this Section 15. Class Counsel and the Class Representatives shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this Section 15. No Party shall be deemed the prevailing party for any other purposes of the Action.

15.2 Service Awards to Class Representatives. Class Counsel shall be entitled, subject to Court approval, to apply to the Court for Service Awards to the Class Representatives in

recognition of the time and effort they expended in their role as class representatives in an amount not to exceed \$8,000 per Class Representative. The Service Awards shall be paid from the Settlement Fund.

15.2.1 Within fourteen (14) days after the Effective Date, entry of an order approving the application for the Service Awards to the Class Representatives and the Class Representatives' submission of a Form W-9 to the Settlement Administrator, Discover shall pay the Service Awards to the Settlement Administrator, to be distributed pursuant to payment instructions in writing from Class Counsel. Class Counsel shall be responsible for delivering payment on the Service Awards to the Class Representatives after receipt of payment from the Settlement Administrator. A Form 1099 for the payment of any Service Award will be filed.

16. Stay of Discovery and Other Proceedings.

16.1 To the extent the Action has not already been stayed by the Court, upon execution of this Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Action.

16.2 Upon the Effective Date, and notwithstanding any of the other provisions in this Agreement, Discover shall have no obligation to preserve documents and evidence with respect to Released Claims, and the Class Representatives and Class Counsel shall not pursue any spoliation claims or other actions or sanctions against Discover with respect to documents or evidence related to the Released Claims.

17. Return/Destruction of Discovery Materials.

17.1 The Parties agree that the terms of the Protective Order govern the dealings of the Parties with respect to materials produced in discovery in this Action and shall continue in force after the Effective Date of the Settlement. Accordingly, within sixty (60) days of the Effective Date, the Parties and their counsel of record, and any consultants or experts retained by the Parties

or their counsel of record, shall use their best efforts to locate all Confidential and Attorney's Eyes Only Discovery Material (as the terms are defined in the Protective Order) produced in the Action and return such Confidential and Attorney's Eyes Only Discovery Material to counsel of record for the producing party or destroy all originals or reproductions (whether in electronic, hard copy, or other form) of the Confidential and Attorney's Eyes Only Discovery Material subject to the exceptions contained in paragraph 13 of the Protective Order. The Parties acknowledge that their duty to return or destroy all Confidential and Attorney's Eyes Only Discovery Material is a continuing duty and the Parties agree to return or destroy any such material found in the future.

17.2 Within sixty (60) days after the Effective Date, Class Counsel shall make written certification that they have used their best efforts to search for all Confidential Information, that they have instructed the Class Representatives, Discover and all consultants or experts to return or destroy Confidential Information, and that, to the best of their knowledge, they have retained no originals or copies of any Confidential Information. The Parties acknowledge that their duty to return or destroy all Confidential Information is a continuing duty, and the Parties agree to return or destroy any such information found in the future.

17.3 Notwithstanding this Section, the Parties shall be excused from any duty to return or destroy Confidential and Attorney's Eyes Only Discovery Material to the extent necessary to comply with outstanding court orders or with judicial and non-judicial subpoenas, civil investigative demands or other compulsory process.

17.4 The Court shall retain jurisdiction to ensure compliance with the Protective Order.

18. Media, Confidentiality, and Non-Disparagement.

18.1 The Parties, including their Counsel, agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Settlement Agreement is filed in connection with the Class Representatives' motion for preliminary approval. The Parties agree that

upon filing of the preliminary approval motion they shall not make any public statements inconsistent with the statements made in their publicly filed motion seeking the Court's approval of the settlement.

18.2 The Parties agree that any press releases must be approved by the Parties and such approval will not be unreasonably withheld with a response to be provided within three (3) business days of receiving a copy of the proposed press release.

18.3 Neither Plaintiffs nor Class Counsel will make any disparaging statements (oral or written), directly or indirectly, to the media or general public about Discover related to this case or settlement. Similarly, neither Discover nor Defense Counsel will make any disparaging statements (oral or written), directly or indirectly, to the media or general public about the Class Representatives related to this case or settlement. Disparaging statements are statements that are false, misleading or contradict the Parties' representations in the settlement agreement as to admissions of liability.

19. Notices.

19.1 All notices (other than the notice to Class Members) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Ossai Miazad
Outten & Golden LLP
1225 New York Ave NW
Suite 1200B
Washington, DC 20005
om@outtengolden.com

All notices to Discover or Defense Counsel shall be sent to Defense Counsel c/o:

Julia B. Strickland, Esq.
Steptoe LLP

2029 Century Park East, 18th Floor
Los Angeles, CA 90067
jstrickland@steptoe.com

20. Miscellaneous Provisions.

20.1 Cooperation. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

20.2 No Admission. The Agreement compromises claims that are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement and the other terms of the Agreement were negotiated in good faith by the Parties and at arm's length with the assistance of a mediator and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that Discover could not contest (or is estopped from contesting) class certification and/or proceeding collectively on any grounds if this Action were to proceed, and this Agreement shall not be deemed an admission by or ground for estoppel against Discover that class certification and/or proceeding collectively in the Action is proper or cannot be contested on any grounds.

20.3 Exhibits. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.4 Amendment/Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of (including by their attorneys) all Parties or their respective successors-in-interest. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class which they deem appropriate.

20.5 Entire Agreement. The Agreement and the related documents entered at the time of this Agreement or referenced herein constitute the entire agreement among the Parties hereto concerning the Settlement of the Action. No representations, warranties or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each Party shall bear its own costs and attorney fees.

20.6 Authority. Each person executing the Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so. The Parties agree that electronic signatures for each Party are acceptable.

20.7 Counterparts. The Agreement may be executed in one or more counterparts, including by signature transmitted by facsimile or by email in PDF format. All executed counterparts and each of them shall be deemed to be one and the same instrument.

20.8 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors and assigns of the Parties hereto.

20.9 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the conduct that is the subject of the Releases, or the funds (or remainder of funds) paid or used in the Settlement. There are no third-party beneficiaries created or implied. The terms of this Agreement shall not be binding on any third-party purchaser of loans or assets subject to this Agreement.

20.10 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement until such time that the Court enters an order dismissing the Action with prejudice.

20.11 Governing Law. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to its choice-of-law principles.

20.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party, and the canon of contract interpretation to the contrary shall not be applied.

20.13 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement.

20.14 No Collateral Attack. The Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after the Final Judgment is entered.

20.15 Dispute Resolution. In the event a Party, a Settlement Class Member or any individual claiming to be a Class Member raises a dispute as to an individual's membership in the Class or the determination of the Class Member's distribution, the Parties shall meet and confer in an effort to resolve the dispute.

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DATED: January 5, 2024

CLASS REPRESENTATIVE
ILIANA PEREZ

Iliana Perez

ILIANA PEREZ

DATED: January _____, 2024

CLASS REPRESENTATIVE
JOSUE JIMENEZ MAGANA

JOSUE JIMENEZ MAGANA

DATED: January _____, 2024

CLASS REPRESENTATIVE
EMILIANO GALICIA FELIX

EMILIANO GALICIA FELIX

DATED: January _____, 2024

DISCOVER BANK

By: _____

Its: _____

DATED: January ____, 2024

CLASS REPRESENTATIVE
ILIANA PEREZ

ILIANA PEREZ

DATED: January 12, 2024

CLASS REPRESENTATIVE
JOSUE JIMENEZ MAGANA

Josue Jimenez Magana

JOSUE JIMENEZ MAGANA

DATED: January ____, 2024

CLASS REPRESENTATIVE
EMILIANO GALICIA FELIX

EMILIANO GALICIA FELIX

DATED: January ____, 2024

DISCOVER BANK

By: _____

Its: _____

DATED: January ____, 2024

CLASS REPRESENTATIVE
ILIANA PEREZ

ILIANA PEREZ

DATED: January ____, 2024

CLASS REPRESENTATIVE
JOSUE JIMENEZ MAGANA

JOSUE JIMENEZ MAGANA

DATED: January 11, 2024

CLASS REPRESENTATIVE
EMILIANO GALICIA FELIX



EMILIANO GALICIA FELIX

DATED: January ____, 2024

DISCOVER BANK

By: _____

Its: _____

DATED: January ____, 2024

CLASS REPRESENTATIVE
ILIANA PEREZ

ILIANA PEREZ

DATED: January ____, 2024

CLASS REPRESENTATIVE
JOSUE JIMENEZ MAGANA

JOSUE JIMENEZ MAGANA

DATED: January ____, 2024

CLASS REPRESENTATIVE
EMILIANO GALICIA FELIX

EMILIANO GALICIA FELIX

DATED: January 9, 2024

DISCOVER BANK

By: 

Its: EVF

Exhibits

Exhibit 1 – Email Notice

Exhibit 2 – Text Message

Exhibit 3 – Claim Form

Exhibit 4 – Official Documentation Request

Exhibit 5 – Preliminary Approval Order

Exhibit 6 – Final Approval Order

Exhibit 7 – Reminder Notice

Exhibit 1

Perez et al. v. Discover Bank
[Case No. 3:20-cv-06896-SI]

United States District Court
Northern District of California

If you were a recipient of Deferred Action for Childhood Arrivals (“DACA”) when you applied for a student loan, personal loan or home loan from Discover between July 22, 2018, and [the date of preliminary approval], you could get a cash payment from this class action settlement.

This is a court-authorized notice. This is not a solicitation from a lawyer.

Individuals with DACA status who sought and were denied loans (the “Plaintiffs”) from Discover Bank (“Discover”) sued Discover under federal civil rights law (Section 1981 of the Civil Rights Act of 1866) and California civil rights law (the Unruh Civil Rights Act), alleging that Discover discriminated against them because of their alienage and immigration status by denying them loans or extending them loans only after they met Discover’s requirement to have a U.S. citizen or permanent resident co-signer. The Plaintiffs and Discover have now settled this lawsuit. As part of the settlement, Discover will change its lending practices for its student loan, personal loan and home loan lines of business to make credit available to current and valid DACA recipients on terms comparable to U.S. citizens. Discover will also make cash payments to certain DACA recipients who were denied credit from Discover or received credit only after meeting Discover’s requirement to have a U.S. citizen or permanent resident co-signer.

- If you live anywhere in the United States other than California, you may be eligible for a cash payment of up to \$250. If you live in California, you may be eligible for a cash payment of up to \$2,500.
- You are receiving this notice because Discover’s records have identified you as a potential DACA recipient who sought a student loan, personal loan or home loan from Discover and was denied (or approved with a co-signer who was a U.S. citizen or permanent resident) due to your immigration status between July 22, 2018, and [date of preliminary approval]. **Because Discover’s records do not identify which applicants had or have DACA, you must establish your eligibility to be a class member and receive payment.**
- Your rights and options, and the deadlines to exercise them, are explained in this notice. To demonstrate your eligibility and either stay in the class or exclude yourself, you must act before [DATE].
- Visit the settlement website at [WEBSITE] for additional details about the settlement. You may also get additional information by calling the Settlement Administrator at XXX-XXX-XXXX.
- Your legal rights may be affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

SUBMIT A CLAIM AND BE PREPARED TO DEMONSTRATE YOUR ELIGIBILITY	<p>If you applied for credit from Discover’s student, personal or home loan lines of business and were either declined credit or received credit after meeting Discover’s requirement to have a U.S. citizen or permanent resident co-signer, <i>and</i> were a recipient of valid and unexpired DACA status at the time of your application, you may demonstrate your eligibility to receive up to \$250 or, if you lived in California, up to \$2,500 by completing the enclosed Claim Form.*</p> <p>If you did not have DACA status at the time you were denied any of the above credit, then you are not a part of this settlement, cannot submit a Claim Form, and you will receive no settlement money, but you also will not be bound by any judgment or settlement.</p> <p>To submit a claim, you need to complete and submit the enclosed form on or before [DATE]. The Claim Form requires that you affirm (1) that you applied for and were denied (or approved with a U.S. citizen or permanent resident co-signer) a student loan, personal loan or home loan from Discover (2) between July 22, 2018, and [DATE], (3) you were a recipient of current and valid DACA status when you applied and had a Social Security number and a United States address and (4) that, upon request, you will provide official documentation of your current, valid and unexpired DACA status or your valid and unexpired DACA status at the time of your denied application for which you are making a Claim through an I-787 approval notice or a work authorization card containing the code “C-33,” or through other documentation agreed to by the Parties. You can submit your Claim Form via U.S. mail, email to [e-mail address] or online at: [WEBSITE].</p>
DO NOTHING	<p>If you do nothing, you will not receive any payment and will not be able to sue Discover separately about the same legal claims in this lawsuit.</p>
EXCLUDE YOURSELF	<p>If you wish to exclude yourself (“opt out”) from the settlement, you must follow the directions outlined in Paragraph 10 below. If you exclude yourself, you will receive no payment and you cannot object to the settlement. Your exclusion request must be postmarked no later than [DATE].</p>
OBJECT	<p>You may write to the Court about why you believe the settlement is not fair or reasonable. You must object in writing in order to appear at the Fairness Hearing to speak to the Court about the fairness of the settlement. Your written objection must be postmarked no later than [DATE].</p>

*You may submit this form online at [WEBSITE]

The Court in charge of this case still has to decide whether to give final approval to the settlement.
For more information, visit [WEBSITE]

Payments to Class Members who submit claim forms, as described above, will be made if the Court approves the settlement and after appeals, if any, are resolved.

BASIC INFORMATION

1. Why did I get this notice and what is this lawsuit about?

This lawsuit claims that Discover unlawfully discriminated against DACA recipients who applied for student, personal and home loans. This settlement provides different relief for people who lived in or outside California at the time they applied for a loan and were declined credit (or received credit with a U.S. citizen or permanent resident co-signer) due to the different protections available under California and federal laws.

Discover denies Plaintiffs' claims and maintains that its policies complied with the law. The Court has not decided in either Plaintiffs' or Discover's favor.

The Parties have now settled this lawsuit, and a Settlement Administrator has sent this notice. As part of the settlement, Discover has agreed to change its lending policies for its student loan, personal loan and home loan lines of business to make DACA recipients eligible for loans on terms comparable to U.S. citizens and to make cash payments to members of the Settlement Class.

Discover's records show that you may have: (1) submitted an application to Discover for a student loan, personal loan or home loan (during the time period covered by this case); (2) had a U.S. address at the time of your application(s); and (3) were denied credit or received credit after meeting Discover's requirement to have a U.S. citizen or permanent resident co-signer. **Discover's records do not indicate who had DACA status at the time of these applications, which means that you and others receiving this notice may need to demonstrate that you had such status to receive cash payments.**

The Court ordered that you be sent this notice because the proposed settlement may apply to you and you have a right to know about it and all your options before the Court decides whether to approve the settlement.

2. Why is this a class action and who is involved?

In a class action, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. All those people together are the "Class" or "Class Members." The Class Representatives and Class Members together are the "Plaintiffs," and in this case Discover is the "Defendant." One court resolves the issues for everyone in the Class.

3. Why is there a settlement?

The Court did not decide in either Plaintiffs' or Discover's favor. Both sides believe they would have won this lawsuit, but there was no ruling in favor of either party. Instead, both sides agreed to a settlement, which avoids the costs, delays and uncertainties associated with a trial and ensures that Class Members get a payment. Plaintiffs and Plaintiffs' lawyers think the settlement is the best result for all Class Members and that the terms and conditions of the settlement are fair, reasonable and adequate.

WHO IS IN THE SETTLEMENT

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

For more information, visit [\[WEBSITE\]](#)

You are a member of the Settlement Class if you: (1) applied for credit from Discover's student, personal or home loan lines of business between July 22, 2018, and [date of preliminary approval] and were either declined credit or received credit after meeting Discover's requirement to have a United States citizen or lawful permanent United States resident co-signer; and (2) were a recipient of valid and unexpired DACA status, resided in the United States and were not a citizen of the United States or a lawful permanent United States resident at the time of the Discover loan application.

If you did not have DACA status when you applied for a loan from Discover, you are not a Class Member and your rights are not affected by this settlement.

If you are not sure whether you qualify as a Class Member, you can contact the Settlement Administrator at the email address identified on the first page of this Notice.

WHAT YOU GET FROM THE SETTLEMENT

5. What does the Settlement provide?

The Settlement provides cash payments and changes to Discover's lending policies. First, Discover has agreed to change its lending policies for its student loan, personal loan and home loan lines of business so that DACA recipients are evaluated for loan eligibility on the same terms as U.S. citizen applicants as long as the applicant satisfies Discover's credit requirements and underwriting guidelines.

Second, Discover has agreed to make cash payments to Class Members who timely submit a verified Claim Form. Discover has agreed to pay those Class Members in California who timely submit a verified Claim Form up to \$2,500 and to pay those Class Members outside of California who timely submit a verified Claim Form up to \$250. In the event that the total amount of Claims of California Class Members and National Class Members combined exceeds the amount available in the Settlement Fund, each Class Member will receive a pro rata share, with California Class Members entitled to ten times the pro rata share as compared to non-California Class Members. In the event that the combined total payments to Settlement Class Members is less than the amount for distribution in the Settlement Fund, the remaining amount will be reallocated to class members based on this same allocation formula, but no individual payment will be more than \$16,000.

Remainder of Funds and Cy Pres: The maximum amount in the Settlement Fund for the class is \$979,500, including Service Awards of \$8,000 for each of the three Class Representatives. Any amount left in the Settlement Fund after making payments to Class Members and paying the Service Awards to the Class Representatives will be distributed to The Dream.US.

Attorneys' Fees and Costs and Settlement Administration: Discover has agreed to pay an additional amount (to be determined by the Court) to cover Class Counsel's attorneys' fees and costs and to cover the cost of administering the settlement.

6. How can I make a claim, and when will I get my payment?

To receive a payment under the settlement, you must send in a Claim Form, which is attached to this Notice. Please read the instructions and certification carefully, fill out the applicable form completely and accurately, and submit the form and any documents when requested. **Claim Forms must be sent to the Settlement Administrator, postmarked no later than [DATE] or submitted online pursuant to the instructions at [WEBSITE] by [DATE].**

For more information, visit [WEBSITE]

You must complete the entire Claim Form and submit any required documentation to the Settlement Administrator. Failure to do so may result in the denial of your Claim, which means that you will not receive a cash payment from this settlement.

Once the deadline for making claims has passed, the Court will hold a hearing on [insert fairness hearing date], to decide whether to approve the settlement. If the Court approves the settlement and there are no appeals, checks may be mailed around [insert approximate date]. However, because it is always possible for there to be unexpected delays or appeals, it is possible that the payments will be delayed by a year or more, or that an appeals court will determine that the payments cannot be made.

We will provide regular updates of the status of the Settlement at [WEBSITE]. If your contact information changes, please submit your new contact information to the Settlement Administrator or Class Counsel via the website.

7. What am I giving up to get a payment?

If the Court grants final approval of the settlement, all Class Members who do not opt out of the Settlement are giving up (also called “releasing”) their right to sue Discover for any claims based on immigration status, alienage or lack of United States citizenship. This release includes, but is not limited to, claims under Section 1981 of the Civil Rights Act of 1866 and the Unruh Civil Rights Act and both known and unknown claims. Class Members will give up these rights whether or not they choose to submit a Verified Claim Form.

The full text of the release is set forth in the Settlement Agreement, which is available on the settlement website at [WEBSITE].

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court has decided that the lawyers at Outten & Golden LLP and the Mexican American Legal Defense and Educational Fund are qualified to represent you and all Class Members. These lawyers have been designated as “Class Counsel” based on a determination that they are capable and experienced in handling complex discrimination class actions.

You can contact Class Counsel at:

OUTTEN & GOLDEN LLP
Ossai Miazad
1225 New York Avenue NW
Suite 1200B
Washington, DC 20005

Chauniqua D. Young
Rebecca L. Pattiz
685 Third Avenue, 25th Floor
New York, New York 10017

[email@outtengolden.com]

[phone number]

For more information, visit [WEBSITE]

9. How will the lawyers be paid?

Class Counsel will submit an application to the Court to recover their attorneys' fees and costs. Discover will not object to Class Counsel seeking an award of attorneys' fees and costs but may challenge the amount of the attorneys' fees and costs sought. The award of attorneys' fees and costs will be paid by Discover separate and apart from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to be able to sue Discover for the claims that are covered by the release in this lawsuit, you must exclude yourself from the Class. This process is also sometimes referred to as "opting out."

10. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator with the following information: (1) the case name; (2) your name and address; (3) your signature; (4) a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class"; and (5) an affirmation via sworn statement that you were denied a loan or received a loan with a U.S. citizen or permanent resident co-signer and held valid and unexpired DACA status at the time of your application. If you are asked to do so, you must also provide either (1) a copy of your I-797 approval notice for an I-821D application or (2) a work authorization card containing the code "C- 33," or other documentation agreed upon by the Parties that shows valid and unexpired DACA status at the time of your loan application. Your exclusion request must be postmarked no later than [DATE], 2024, and must be mailed or emailed to the Settlement Administrator at:

[Claims Admin]
Perez v. Discover
[address]
[email address]

If you ask to be excluded, you will not receive a settlement payment and you cannot object to the Settlement.

If your request for exclusion is late or deficient, you will still be considered a part of the Settlement Class, you will be bound by the settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

OBJECTING TO THE SETTLEMENT

If you remain in the class, you can tell the Court that you do not agree with the Settlement or some part of it, such as the Class Representatives' requests for payment of Service Awards or Class Counsels' request for attorneys' fees.

11. How do I tell the Court I don't like the Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different

For more information, visit [WEBSITE]

settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing and submitted to the Settlement Administrator at the following address:

[Claims Admin]
Perez v. Discover
[address]
[email address]
[website]

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections must include: (a) the case name and number (*Perez v. Discover*, Case Number 3:20-cv-06896-SI); (b) the name, address and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the reasons for the objection; (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (e) an affirmation via a sworn statement that the individual had valid and unexpired DACA status and was denied a student loan, personal loan and/or home loan from Discover or received a loan after meeting Discover's requirement to have a U.S. citizen or permanent resident co-signer. In addition to the Settlement Administrator, objections must be submitted to the Court either by mailing them to the Clerk of Court, United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing them in person at that location. Objections must be filed or postmarked on or before [DATE].

Additionally, if you choose to make a written objection, you may be requested to send to the Settlement Administrator either a copy of (1) an I-797 approval notice for an I-821D application, (2) a Work Authorization Card containing the code "C-33" or (3) other documentation agreed upon by the Parties to show valid and unexpired DACA status at the time of your loan application. **DO NOT SEND THESE DACA/WORK AUTHORIZATION DOCUMENTS TO THE COURT.**

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

12. When and where will the Court decide whether to approve the Settlement?

The Court plans to hold a fairness hearing [either by video conference or at [insert time and date], at the United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, in Courtroom 1. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who wish to speak at the hearing, if any. The Court may also decide how much to pay Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. The fairness hearing may be postponed without further notice to the Class. If you plan to attend the hearing, you should check [WEBSITE] or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that

For more information, visit [WEBSITE]

the date has not been changed.

13. Do I have to come to the hearing?

No. Class Counsel represent you and will answer any questions the Court may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but it is not necessary.

14. May I speak at this hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter to the Clerk of the United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, stating: “Notice of Intention to Appear at the Fairness Hearing in *Perez v. Discover*, Case No. 3:20-cv-06896-SI.” Your letter must include copies of any papers, exhibits or other evidence that you intend to present to the Court.

You cannot speak at the hearing if you have opted out or excluded yourself, because the case no longer affects you.

GETTING MORE INFORMATION

15. Are there more details about the Settlement?

This Notice is intended to be a summary of the terms of the Settlement. The Settlement Agreement, the operative Complaint and this Notice are all available at [WEBSITE].

You may also obtain this information by contacting the Settlement Administrator at [insert email address] or class counsel at Outten & Golden LLP email address or at [phone number] or by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Dated: [DATE]

For more information, visit [WEBSITE]

Exhibit 2

CLASS LAWSUIT TEXT MESSAGE

If you were a recipient of Deferred Action for Childhood Arrivals (DACA) when you applied for a student loan, personal loan or home loan from Discover, you may be entitled to a payment from a class action settlement. For more information about your rights, please visit [\[WEBSITE\]](#) or contact the Settlement Administrator at [\[WEBSITE\]](#).

Exhibit 3

Perez et al. v. Discover Bank
Class Action Settlement

You may be eligible to receive a cash payment if you were a recipient of Deferred Action for Childhood Arrivals (DACA) at the time you applied for a student loan, personal loan or home loan from Discover Bank and were denied or approved only after meeting Discover's requirement to have a U.S. citizen or permanent resident co-signer, between July 22, 2018, and [DATE].

Please read these instructions carefully.

Instructions

- 1. The purpose of the attached form.** To receive money from this Settlement, you must sign and submit the Claim Form either (a) online at [website], (b) by email to [email address] or (c) by mail to [mailing address]. To be valid, your completed Claim Form must be postmarked or received by [deadline]. If you do not sign and submit a Claim Form by [deadline], you will receive no money from this Settlement.
- 2. This is confidential.** All information you provide will be kept confidential. This information will be viewed only by: (a) the Court-appointed Settlement Administrator; (b) Class Counsel; (c) Discover and its attorneys; and (d) the Court, if the Court requests it.
- 3. Completeness.** To receive money from this Settlement, you must complete the Claim Form and be prepared to submit documentation supporting your eligibility upon request.

Claim Form

Discover’s records indicate that you applied for a student loan, personal loan and/or home loan from Discover between July 22, 2018 and [Preliminary Approval Date], and were either declined credit or received credit after meeting Discover’s requirement to have a U.S. citizen or permanent resident co-signer, and that you may be a DACA recipient. (For purposes of this form, each application for a student loan, personal loan and/or home loan from Discover during this time period is referred to as an “Eligible Application.”)

If you were a recipient of DACA at the time of an Eligible Application, you may be eligible for a settlement payment. To be eligible for this payment, you must provide your address and the last four digits of your Social Security Number or ITIN and sign and date the following sworn statement:

Print your name, address, and last 4 digits of SSN or ITIN:

Name: _____

Address: _____

Last 4 digits of SSN or ITIN: ____ _

Sign and date the following statement:

I declare under penalty of perjury that I applied to Discover for a student loan, personal loan or home loan between July 22, 2018 and [Preliminary Approval Date] and was denied the loan or received the loan only after meeting Discover’s requirement to have a U.S. citizen or permanent resident co-signer. I further declare that, at the time of such Eligible Application for which I am seeking to make a claim, I had valid, unexpired DACA status, a U.S. address and a valid Social Security number or ITIN. I further declare that, if it is requested from me, I can provide documentary proof of either current, valid and unexpired DACA or valid and unexpired DACA at the time of an Eligible Application for which I am making this Verified Claim. Specifically, upon request, I can provide either a copy of (1) an I-797 Notice of Action approving an I-821D request for Consideration for Deferred Action for Childhood Arrivals or (2) a Work Authorization Card containing the code “C-33.” I understand that intentionally submitting false information on this Claim Form is a violation of the law.

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

Your signature

Date

To receive money from the settlement, you must send this Claim Form and a signed copy of the attached Form W-9 to the Settlement Administrator by [DATE] using one of the following methods: (1) by submitting the Claim Form and W-9 online using the link for the website below; (2) by email to the email address below; or (3) or by U.S. Mail postmarked by [DATE] to the address below:

SETTLEMENT ADMINISTRATOR
[address]
[email address]
[website]

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More information, including copies of the Notice sent to you by e-mail, text message, and/or mail, is available at [website]. Please read the Notice carefully before completing this form.

This Claim Form, the attached Form W-9 and any further documentation requested from you will be kept confidential and will not be disclosed to the public or revealed on the court docket.

[Attach Form W-9 and Instructions here, see <https://www.irs.gov/pub/irs-pdf/fw9.pdf>]

Exhibit 4

Perez v. Discover Bank
c/o [CLAIMS ADMIN]
[ADDRESS]
Toll-free: [PHONE NO.]
[WEBSITE]

[DATE]

Dear XXXX,

You recently received a court-authorized notice regarding the class action settlement in *Perez v. Discover Bank*, No. 3:20-cv-06896-SI (N.D. Cal.) and submitted a claim form. You were informed in the notice and affirmed in your claim form that you could be asked to provide official documentation regarding your DACA status to receive a cash payment from the settlement. This notice requires you to provide that official documentation.

You may satisfy this requirement by submitting a copy of either (1) an I-797 Notice of Action approving an I-821D request for Consideration for Deferred Action for Childhood Arrivals or (2) a Work Authorization Card containing the code “C-33” to show your valid and unexpired DACA status at the time you applied for credit. You may either e-mail a legible scan of one of these documents to us at [EMAIL] or mail a copy to *Perez v. Discover Bank*, c/o [CLAIMS ADMIN]. These documents must be received by no later than [DATE] for your claim to be processed.

We understand that these documents contain sensitive personal information and can assure you that they will be kept highly confidential and will not be shared with third parties or filed publicly with the Court. If you have any concerns related to the document validation process, please contact counsel for plaintiffs at:

OUTTEN & GOLDEN LLP
Ossai Miazad
1225 New York Ave NW
Suite 1200B
Washington, DC 20005

Chauniqua D. Young
Rebecca L. Pattiz
685 Third Avenue, 25th Floor
New York, New York 10017

Telephone: [telephone number]
Email: email@outtengolden.com

Sincerely,

Exhibit 5

1 WHEREAS, plaintiffs Iliana Perez, Josue Jimenez Magaña and Emiliano Galicia Felix
2 (together, “Plaintiffs”) and defendant Discover Bank (“Discover”) (together, the “Parties”) have
3 agreed, subject to Court approval following notice to the proposed Settlement Class (as described
4 in Paragraph 6 below) and a final approval hearing, to settle this Action upon the terms and
5 conditions set forth in the Settlement Agreement and Release dated January 12, 2024 (the
6 “Settlement Agreement”);

7 WHEREAS, for purposes of this Order, capitalized terms shall have the meaning ascribed
8 to them in the Settlement Agreement;

9 WHEREAS, on [REDACTED], 2024, a hearing was held on the motion of Plaintiffs to:
10 (1) conditionally certify the Settlement Class; (2) preliminarily approve the parties’ proposed class
11 action settlement; (3) appoint Plaintiffs Iliana Perez, Josue Jimenez Magaña and Emiliano Galicia
12 Felix as the Class Representatives, their counsel as counsel for the Settlement Class and
13 [REDACTED] as Settlement Administrator; (4) set the deadlines for filing claims, written
14 exclusions or objections to the Settlement; (5) approve the forms of notice to the Settlement Class
15 and the claim form; and (6) schedule a hearing on the final approval of the Settlement on
16 [REDACTED], 2024 (the “Preliminary Approval Motion”);

17 NOW, THEREFORE, based upon this Court’s review of the Settlement Agreement and all
18 of the files, records and proceedings herein, and it appearing to the Court, upon preliminary
19 examination, that the Settlement Agreement and Settlement appear fair, reasonable and adequate,
20 and within the range of possible approval, and that a hearing should and will be held after notice to
21 the Settlement Class to confirm that the Settlement Agreement and Settlement are fair, reasonable
22 and adequate and to determine whether the settlement should be approved and final judgment
23 entered in this Action based upon the Settlement Agreement;

24 IT IS HEREBY ORDERED:

25 1. **Nature of Action.** Plaintiffs allege that Discover engaged in lending discrimination
26 on the basis of alienage or immigration status in violation of federal and California law by
27 excluding DACA recipients from access to a variety of consumer credit products. Discover
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1 disputes and denies all of Plaintiffs' claims and contends that it has fully complied with all
2 applicable laws at issue in this matter.

3 2. **Settlement.** The Parties have negotiated a potential settlement of the Action to
4 avoid the expense, uncertainties and burden of protracted litigation and to resolve the Released
5 Claims (as defined in the Settlement Agreement) against Discover and the Releasees.

6 3. **Review.** The Court has carefully reviewed the Settlement Agreement, including the
7 plan of allocation and the release of claims, as well as the files, records and proceedings to date in
8 the Action. The Court has also reviewed the declaration of Ossai Miazad in support of preliminary
9 approval.

10 4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and
11 over all parties to the Action, including all Members of the Settlement Class, and venue in this
12 Court is proper.

13 5. **Preliminary Approval.** Based on the review the Court has conducted, the Court
14 does hereby preliminarily approve the Settlement Agreement and the Settlement set forth therein as
15 fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing
16 described below. The Court finds on a preliminary basis that the Settlement as set forth in the
17 Settlement Agreement: (1) falls within the range of reasonableness and was the product of
18 informed, good faith, arms' length negotiations between the Parties and their counsel; and (2)
19 therefore meets the requirements for preliminary approval. The Court finds and concludes that the
20 assistance of an experienced mediator in the settlement process supports the finding that the
21 Settlement is non-collusive.

22 6. **Settlement Class.** The Court conditionally certifies, for settlement purposes only
23 (and for no other purpose and with no other effect upon the Action, including no effect upon the
24 Action should the Settlement Agreement not receive Final Approval or should the Effective Date
25 not occur), the following Settlement Class:

26 All individuals who: (1) according to Discover's records, applied for
27 credit from Discover's student, personal or home loan lines of
28 business between July 22, 2018, and the date of preliminary approval

1 and were either declined credit or received credit after meeting
2 Discover's requirement to have a United States citizen or lawful
3 permanent United States resident co-signer; and (2) were recipients
4 of valid and unexpired DACA, resided in the United States and were
5 not citizens of the United States or lawful permanent United States
6 residents at the time of the Discover loan application.

7 Excluded from the Settlement Class are Discover and all officers, directors and employees of
8 Discover and their legal representatives, heirs or assigns and any Judges to whom the Action is
9 assigned and their staffs and immediate families.

10 The Court finds, for settlement purposes only, that class certification under Federal Rule of
11 Civil Procedure 23(a) and (b)(3) is appropriate in that, in the settlement context: (1) the Members
12 of the Settlement Class are so numerous that joinder of all Settlement Class Members in the class
13 action is impracticable; (2) there are questions of law and fact common to the Settlement Class
14 which predominate over any individual question; (3) the claims of the Class Representatives are
15 typical of the claims of the Settlement Class; (4) the Class Representatives will fairly and
16 adequately represent and protect the interests of the Settlement Class Members because their
17 interests are co-extensive with those of the Settlement Class Members, and they have retained
18 experienced counsel to represent them and the Settlement Class Members; (5) common questions
19 of law and fact appear to predominate over questions affecting only individual Settlement Class
20 Members; and (6) a class action is superior to other available methods for the fair and efficient
21 adjudication of the controversy.

22 7. **Designation of Class Representatives and Class Counsel.** The Court finds and
23 concludes that Iliana Perez, Josue Jimenez Magaña and Emiliano Galicia Felix have claims typical
24 of and are adequate representatives of the members of the Class they propose to represent. The
25 Court hereby appoints each of them to serve as Class Representatives for the Settlement Class. The
26 Court finds and concludes that Outten & Golden LLP and the Mexican American Legal Defense
27 and Educational Fund have extensive experience in prosecuting discrimination and civil rights class
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1 actions. The Court hereby appoints Outten & Golden LLP and the Mexican American Legal
2 Defense and Educational Fund as Class Counsel.

3 8. **Final Approval Hearing.** The Final Approval Hearing shall be held before this
4 Court on [REDACTED], 2024, at [REDACTED].m., in Courtroom 1 of the Phillip Burton Federal
5 Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, California
6 94102, to determine, among other things: (1) whether the proposed Settlement of the Action on the
7 terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and
8 should be approved by the Court; (2) whether a Final Approval Order and Judgment should be
9 entered by the Court; (3) whether Settlement Class Members should be bound by the Release set
10 forth in the Settlement Agreement; (4) any amount of fees and expenses that should be awarded to
11 Class Counsel and any award to the Class Representatives for their representation of and service to
12 the Settlement Class. The Court will consider any Settlement Class Member's objections to the
13 Settlement and/or any application by Class Counsel for payment or reimbursement of attorneys'
14 fees, costs and expenses and any application for an award to the Class Representatives and rule
15 upon such other matters as the Court may deem appropriate. The Parties shall include the date of
16 the Final Approval Hearing in the Notice to be mailed to the Settlement Class. The Final Approval
17 Hearing may be postponed, adjourned or continued by order of the Court without further notice to
18 the Settlement Class.

19 9. **Class Notice.**

20 (a) The Court approves the form, substance and requirements of the Notice,
21 Claim Form, Text Message, Reminder Notice and Official Documentation Request attached hereto
22 as Exhibits A through E. The Court finds that the Notice meets the requirements of Rule 23 of the
23 Federal Rules of Civil Procedure and due process. The Notice is based on the model forms
24 supplied by the Federal Judicial Center and the Northern District of California's Procedural
25 Guidance for Class Action Settlements, and it fairly, plainly, accurately and reasonably informs
26 potential Settlement Class Members of appropriate information about: (1) the nature of this action,
27 the definition of the Settlement Class, the identity of Class Counsel and the essential terms of the
28 Settlement, including the plan of allocation and the programmatic relief, and includes the address

1 for a website maintained by the Settlement Administrator that has links to the notices, motions for
2 approval and for attorneys' fees and any other important documents in the case; (2) Plaintiffs'
3 forthcoming application for the Plaintiffs' Service Awards and an award of Class Counsel's
4 Attorneys' Fees and Expenses; (3) how Settlement Class Members' individual settlement payments
5 will be calculated; (4) this Court's procedures for final approval of the Settlement; (5) how to
6 submit a Claim Form or object to or opt out of the Settlement; (6) how to obtain additional
7 information regarding this Action and the Settlement; and (7) the date of the Final Approval
8 Hearing and notice that the date may change without further notice to the Settlement Class and that
9 Settlement Class Members may check the settlement website or the Court's PACER site to confirm
10 the of the Final Approval Hearing.

11 (b) The Court further finds and concludes that the proposed plan for distributing
12 the Notice is a reasonable method calculated to reach all individuals who would be bound by the
13 Settlement. Under this plan, the Settlement Administrator will distribute the Notice to all
14 individuals on the Notice List by e-mail and text message to their last known readily available e-
15 mail addresses and phone numbers. Where either an email address or phone number is not readily
16 available, the Settlement Administrator will distribute the Notice by U.S. First Class Mail to the
17 individual's last known mailing address (if available). There is no additional method of
18 distribution that is cost-effective and would be reasonably likely to notify potential Settlement
19 Class Members who may not otherwise receive Notice under this proposed distribution plan. In
20 addition, the Settlement Administrator will send reminder notices by email and text message
21 (where the email address and phone number are readily available) to individuals who have not
22 submitted a claim form as the response deadline approaches.

23 (c) The Court further finds and concludes that the Notice List may contain
24 individuals with and without DACA status who were denied the applicable types of credit by
25 Discover. The Court finds that, because the Notice List may also contain individuals without
26 DACA status, it may be necessary for Settlement Class Members to demonstrate that they have
27 DACA status and that the proposed Notice plan does so in a reasonable method by requiring, upon
28 request, the submission of Official Documentation no later than twenty-one (21) days after the

1 Claims Deadline. The Court further finds that the Settlement contains reasonable protections to
2 maintain the confidentiality of such Official Documentation, including ensuring that Settlement
3 Class Members submit it only to the Settlement Administrator, which will treat it as confidential.
4 (“Official Documentation” means a copy or copies of official United States Government
5 documents showing that, at the time of a loan application with Discover, a Settlement Class
6 Member was a recipient of valid and unexpired DACA, including but not limited to a Work
7 Authorization Card containing the code “C-33” showing valid and unexpired DACA at the time of
8 any denied application.)

9 (d) The Court finds that the proposed Notice and Notice plan are the most
10 practicable under the circumstances and are reasonably calculated, under all the circumstances, to
11 apprise potential Settlement Class Members of the pendency of the Action, to apprise potential
12 Settlement Class Members of their right to exclude themselves from the proposed Settlement Class
13 and to apprise Settlement Class Members of their right to object to the proposed Settlement and
14 their right to appear at the Final Approval Hearing. The Court further finds that the Notice
15 constitutes due, adequate and sufficient notice to all persons entitled thereto and that it meets the
16 requirements of due process and Federal Rule of Civil Procedure 23.

17 10. **Settlement Administrator.** The Court approves [REDACTED] to serve as
18 Settlement Administrator and supervise and administer the notice procedure, as more fully set forth
19 below:

20 (a) No later than ten (10) days after the entry of this Order, the Settlement
21 Administrator shall establish the Settlement Website, which shall contain copies of the Settlement
22 Agreement and Exhibits, including the Notice, Claim Form and Text Message.

23 (b) No later than thirty (30) days after the entry of this Order (the “Notice
24 Mailing Date”), the Settlement Administrator shall email the Notice with the Claim Form (where
25 an email address is readily available) and send the Text Message (where a phone number is readily
26 available) to individuals on the Notice List. Where an email address and phone number are not
27 both available, the Settlement Administrator will send the Notice by U.S. First Class Mail as well.

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1 (c) Following the mailing of the Notice, the Settlement Administrator shall
2 provide counsel with written confirmation of the mailing.

3 (d) No later than 30 days after the Notice Mailing Date, the Settlement
4 Administrator shall send a reminder notice by email and text message (where an email address and
5 phone number are readily available).

6 (e) The Settlement Administrator shall otherwise carry out its duties as set forth
7 in the Settlement Agreement and this Order.

8 11. **Class Action Fairness Act.** The Court finds that the Settlement Administrator has
9 provided notice of the proposed settlement in conformity with 28 U.S.C. § 1715 and that
10 Discover’s obligations under the Class Action Fairness Act are satisfied.

11 12. **Submission of Claim Forms.** Settlement Class Members who wish to receive
12 payment under the Settlement shall complete, sign and return their Claim Forms in accordance with
13 the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be
14 postmarked no later than fifty (50) days before the Final Approval Hearing. If requested, any
15 Official Documentation required to support a Claim Form must be submitted no later than twenty-
16 one (21) days after the Claim Deadline. Any Settlement Class Member who does not timely and
17 validly submit a Verified Claim Form within the time provided shall be barred from receiving
18 payment under the Settlement, unless otherwise ordered by the Court, but shall nevertheless be
19 bound by any Final Judgment entered by the Court.

20 13. **Exclusion from the Class.** Any Settlement Class Member may, upon request, be
21 excluded from (or “opt out” of) the Settlement Class. To opt out, the Settlement Class Member
22 must send to the Settlement Administrator, at the address listed in the Notice and on the Settlement
23 Website, a written request to opt out that is postmarked no later than the opt-out deadline specified
24 in the Notice. The request to opt out must: (a) identify the case name; (b) identify the name and
25 address of the person requesting exclusion; (c) be personally signed by the person requesting
26 exclusion; (d) contain a statement that indicates a desire to be excluded from the Settlement Class,
27 such as “I hereby request that I be excluded from the proposed Settlement Class”; and (e) affirm via
28 sworn statement that the individual had valid and unexpired DACA status at the time he or she was

1 denied a loan from Discover. If requested, the opt-out request must also include Official
2 Documentation evidencing the Settlement Class Member's valid and unexpired DACA status at the
3 time of the denial of the application. Mass or class opt outs shall be void.

4 14. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class
5 Counsel and Defense Counsel with a list of all timely requests to opt out within ten (10) business
6 days after the Opt-Out Deadline.

7 15. **Entry of Appearance.** Any member of the Settlement Class who does not exclude
8 himself or herself from the Settlement Class may enter an appearance in the Action, at his or her
9 own expense, individually or through counsel of his or her own choice. If he or she does not enter
10 an appearance, he or she will be represented by Class Counsel.

11 16. **Binding Effect on Class.** All Settlement Class Members who do not exclude
12 themselves from the Settlement Class by properly and timely submitting a request to opt out shall
13 be bound by all determinations and judgments in the Action, whether favorable or unfavorable to
14 the Settlement Class.

15 17. **Written Objections.** Any Settlement Class Member who wishes to object to the
16 Settlement may do so by sending a written objection to the Clerk of the United States District Court
17 for the Northern District of California, Phillip Burton Federal Building and United States
18 Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, no later than fifty (50)
19 days prior to the Final Approval Hearing. To be valid, the objection must include: (1) the case
20 name and number (Perez v. Discover Bank, Case Number 3:20-CV-06896-SI); (2) the name,
21 address and telephone number of the Settlement Class Member objecting and, if represented by
22 counsel, of his/her counsel; (3) the reasons for the objection; and (4) a statement of whether he/she
23 intends to appear at the Final Approval Hearing, either with or without counsel; and (5) a sworn
24 statement that the individual had valid and unexpired DACA status and was denied credit or
25 received credit only after meeting Discover's requirement to have a U.S. citizen or permanent
26 resident co-signer. If requested, the Objection must also affirm that Official Documentation has
27 been provided to the Settlement Administrator. The Court shall have the ultimate determination of
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1 whether an Objection has been appropriately made, and the Court may seek in camera review of
2 Official Documentation if requested.

3 18. **Appearance of Objectors at Final Approval Hearing.** Any Settlement Class
4 Member who files and serves a written objection in accordance with Paragraph 17 of this Order
5 may appear, in person or by counsel, at the Final Approval Hearing to show cause why the
6 proposed Settlement should not be approved as fair, adequate and reasonable. Any Settlement
7 Class Member intending to appear must file with the Clerk of the Court, no later than fifty (50)
8 days prior to the Final Approval Hearing, a notice of intention to appear that includes copies of any
9 papers, exhibits or other evidence that the objector will present to the Court in connection with the
10 Final Approval Hearing. Any Settlement Class Member who does not file a notice of intention to
11 Appear in accordance with this Paragraph shall not be entitled to appear at the Final Approval
12 Hearing.

13 19. **Service of Motion for Final Approval.** The motion in support of final approval of
14 the Settlement shall be filed and served no later than thirty-five (35) calendar days prior to the Final
15 Approval Hearing. Any responsive papers shall be filed and served no later than fourteen (14)
16 calendar days prior to the Final Approval Hearing.

17 20. **Fees, Expenses and Awards.** Class Counsel's application for Attorneys' Fees and
18 Expenses shall be filed and served no later than thirty (30) calendar days after entry of this Order.
19 Discover may challenge the amount of the Attorneys' Fees and Expenses sought. Neither Discover
20 nor the Releasees shall have any responsibility for any application for Attorneys' Fees and
21 Expenses submitted by Class Counsel, and such matters will be considered separately from the
22 fairness, reasonableness and adequacy of the Settlement. At or after the Final Approval Hearing,
23 the Court will determine whether any application for Attorneys' Fees and Expenses and any
24 Service Awards to the Class Representatives for their service to the Settlement Class should be
25 approved. Any orders or proceedings relating thereto shall not affect the finality of the Judgment
26 approving the Settlement Agreement and the Settlement.

27 21. **Releases.** If the Settlement is finally approved, the Releasers shall release the
28 Releasees from all Released Claims.

1 22. **Use of Order.** This Order, the fact that a settlement was reached and the Settlement
2 Agreement and any of its provisions, related negotiations, statements or proceedings shall not be
3 construed as, offered as, admitted as, received as, used as or deemed to be an admission or
4 concession of any liability or wrongdoing whatsoever or a breach of any duty on the part of
5 Discover. This Order is not a finding of the validity or invalidity of any of the claims asserted or
6 defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached or
7 the Settlement Agreement or any of its provisions, related negotiations, statements or proceedings
8 relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action
9 or in any judicial, administrative, regulatory, arbitration or other proceeding, by any person or
10 entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement
11 Agreement.

12 23. **Continuance of Final Approval Hearing.** The Court reserves the right to continue
13 the date of the Final Approval Hearing without further notice to the Settlement Class Members and
14 retains jurisdiction to consider all further applications arising out of or connected with the proposed
15 Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by
16 the Parties, if appropriate, without further notice to the Settlement Class.

17 24. **Termination of Settlement.** If the Settlement Agreement fails to become effective
18 or is terminated or deemed null and void as provided in Section 13 of the Settlement Agreement,
19 then this Order may not be introduced as evidence or referred to in any actions or proceedings by
20 any person or entity and shall be treated as vacated *nunc pro tunc* and each party shall be restored
21 to his, her or its respective position in this Action as of the date of execution of the Settlement
22 Agreement.

23 25. **No Merits Determination.** By entering this Order, the Court does not make any
24 determination as to the merits of this case.

25 26. **Authority.** The Court hereby authorizes the Parties to take such further steps as
26 necessary and appropriate to establish the means necessary to implement the terms of the
27 Settlement Agreement.

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1 27. **Retention of Jurisdiction.** This Court retains exclusive jurisdiction over the Action
2 to consider all further matters arising out of or connected with the Settlement Agreement and the
3 Settlement.

4 28. **Stay of Proceedings.** All proceedings in this Action are stayed until further Order
5 of this Court, except as may be necessary to implement the Settlement or comply with the terms of
6 the Settlement Agreement. Pending final determination of whether the Settlement should be
7 approved, all Settlement Class Members who do not timely and validly exclude themselves from
8 the Settlement Class, and anyone who purports to act on their behalf, are enjoined from
9 commencing, maintaining or participating in any action or proceeding in any court or tribunal
10 asserting any of the Released Claims, either directly or in a representative or any other capacity.

11 **IT IS SO ORDERED.**

12 Dated:

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Hon. Susan Illston
United States District Judge

Exhibit 6

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ILIANA PEREZ, JOSUE JIMENEZ)
MAGAÑA, and EMILIANO GALICIA FELIX,)
individuals, on behalf of themselves and all)
others similarly situated,)
Plaintiffs,)
v.)
DISCOVER BANK, a Delaware corporation,)
Defendant.)

Case No. 3:20-cv-06896-SI
[Assigned to Hon. Susan Illston]

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 This matter came before the Court for hearing on the motion of plaintiffs Iliana Perez, Josue
3 Jimenez Magaña and Emiliano Galicia Felix (together, “Plaintiffs” or the “Class Representatives”)
4 for final approval of the Settlement set forth in the Settlement Agreement and Release dated
5 January 12, 2024 (the “Settlement Agreement”), between Plaintiffs and defendant Discover Bank
6 (“Discover”).

7 Upon review and consideration of the Settlement Agreement, the papers filed with the
8 Court and the presentations made to the Court at the Final Approval Hearing,
9 IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

10 1. **Definitions.** This Order and Judgment incorporates by reference the definitions in
11 the Settlement Agreement, and all capitalized terms used but not defined herein shall have the same
12 meaning as in the Settlement Agreement.

13 2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and
14 over all parties to the Action, including all Settlement Class Members, and venue in this Court is
15 proper.

16 3. **No Merits Determination.** The purpose of this settlement is to achieve an
17 enforceable judgment on claims asserted by plaintiffs. By entering this Order, the Court does not
18 make any determination as to the merits of this case.

19 4. **Settlement Class.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the
20 Court certifies, for settlement purposes only, the following Settlement Class:

21 All individuals who: (1) according to Discover’s records, applied for credit from Discover’s
22 student, personal or home loan lines of business between July 22, 2018, and the date of preliminary
23 approval and were either declined credit or received credit after meeting Discover’s requirement to
24 have a United States citizen or lawful permanent United States resident co-signer; and (2) were
25 recipients of valid and unexpired DACA, resided in the United States and were not citizens of the
26 United States or lawful permanent United States residents at the time of the Discover loan
27 application.

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1 Excluded from the Settlement Class are Discover, all officers, directors and employees of Discover,
2 and their legal representatives, heirs or assigns, and any Judges to whom the Action is assigned,
3 their staffs and their immediate families.

4 The Court finds, for settlement purposes only, that class certification under Federal Rule of Civil
5 Procedure 23(b)(3) is appropriate in that, in the settlement context: (1) the Settlement Class
6 Members are so numerous that joinder of all Settlement Class Members is impracticable; (2) there
7 are questions of law and fact common to the Settlement Class that predominate over any individual
8 questions; (3) the claims of the Class Representatives are typical of the claims of the Settlement
9 Class; (4) the Class Representatives will fairly and adequately represent and protect the interests of
10 the Settlement Class Members because their interests are co-extensive with those of the Settlement
11 Class Members, and they have retained experienced counsel to represent them and the Settlement
12 Class Members; and (5) a class action is superior to other available methods for the fair and
13 efficient adjudication of the controversy.

14 5. **Designation of Class Representatives and Class Counsel.** The Court confirms the
15 prior appointments of the Class Representatives as representatives for the Settlement Class and
16 Class Counsel as counsel for the Settlement Class in this Action.

17 6. **Settlement Approval.** Pursuant to Federal Rule of Civil Procedure 23, the Court
18 hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement
19 is, in all respects, fair, reasonable and adequate. The Court further finds that the Settlement is the
20 result of good-faith, arm's-length negotiations between experienced counsel representing the
21 interests of the Parties. Accordingly, the Settlement is hereby finally approved in all respects, there
22 is no just reason for delay, and the Parties are directed to perform its terms.

23 7. **Dismissal with Prejudice.** The Court hereby dismisses this Action with prejudice
24 as to Plaintiffs and all Settlement Class Members except those who have timely and properly
25 excluded themselves from the Settlement Class. Exhibit A, attached hereto, sets forth the names of
26 those individuals who have timely and properly excluded themselves from the Settlement Class.

27 8. **Releases.** The Releases set forth in Section 10 of the Settlement Agreement,
28 together with the definitions in Sections 1.1-1.40 relating thereto, are expressly incorporated herein

1 in all respects and made effective as of the date of this Order and Judgment. Without limiting the
2 foregoing, on the Effective Date, the Releasors, including but not limited to the Class
3 Representatives, on their own behalf and on behalf of each Settlement Class Member, shall be
4 deemed to have fully, finally, conclusively, irrevocably and forever released, settled, compromised,
5 relinquished and discharged any and all of the Releasees of and from any and all Released Claims
6 (including both known and unknown claims).

7 9. **Permanent Injunction.** The Releasors, including the Class Representatives and all
8 Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever
9 barred and enjoined from filing, commencing, prosecuting, intervening in or participating in (as
10 class members or otherwise) any action in any jurisdiction with respect to the Released Claims.
11 The Class Representatives and all Settlement Class Members are further barred and enjoined from
12 organizing or soliciting the participation of Settlement Class Members, or persons who would
13 otherwise fall within the definition of Settlement Class Members but who have requested to be
14 excluded from the Settlement Class, in pursuing any of the Released Claims (including by seeking
15 to amend a pending complaint or counterclaim to include class allegations, or seeking class
16 certification in a pending action in any jurisdiction based on or relating to any of the Released
17 Claims).

18 10. **Approval of Class Notice.** The Court finds that the form and means of
19 disseminating notice to the Settlement Class as provided for in the Order Preliminarily Approving
20 Settlement constituted the best notice practicable under the circumstances and was directed to
21 Settlement Class Members in accordance with the Court's Order Preliminarily Approving
22 Settlement. The notice provided due and adequate notice of these proceedings to all Settlement
23 Class Members entitled to such notice and satisfied the requirements of Federal Rule of Civil
24 Procedure 23 and of constitutional due process.

25 11. **Attorneys' Fees and Expenses.** Plaintiffs and Class Counsel have moved for an
26 award of attorneys' fees, costs and expenses under Cal. Civ. Code § 52(a) and 42 U.S.C. § 1988(b)
27 in the amount of \$ [REDACTED]. Discover does not challenge Plaintiffs' and Class Counsel's
28 entitlement to fees, costs and expenses as a result of the Settlement. Discover has challenged this

1 application with respect to the amount of attorneys' fees, costs and expenses sought. The Court has
2 considered this application separately from the Motion for Final Approval of the Settlement. The
3 Court finds that an award of \$ [REDACTED] in attorneys' fees, costs and expenses is fair and
4 reasonable, and the Court approves of Class Counsel's attorneys' fees, costs and expenses in this
5 amount.

6 12. **Class Representative Service Awards.** The Court further finds that service awards
7 for Plaintiffs Iliana Perez, Josue Jimenez Magaña and Emiliano Galicia Felix in the amount of
8 \$ [REDACTED] each is fair and reasonable, and the Court approves of the service awards in this
9 amount. The Court directs the Settlement Administrator to disburse the service awards to Plaintiffs
10 Iliana Perez, Josue Jimenez Magaña and Emiliano Galicia Felix as provided in the Settlement
11 Agreement.

12 13. **Use of Order.** This Order, the fact that a settlement was reached and the Settlement
13 Agreement and any of its provisions, related negotiations, statements or proceedings shall not be
14 construed as, offered as, admitted as, received as, used as or deemed to be an admission or
15 concession of any liability or wrongdoing whatsoever or a breach of any duty on the part of
16 Discover. This Order is not a finding of the validity or invalidity of any of the claims asserted or
17 defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached or
18 the Settlement Agreement or any of its provisions, related negotiations, statements or proceedings
19 relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action
20 or in any judicial, administrative, regulatory, arbitration or other proceeding, by any person or
21 entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement
22 Agreement.

23 14. **Continuing Jurisdiction.** Without affecting the finality of this Order and Judgment
24 in any way, this Court hereby retains continuing jurisdiction over: (1) the implementation,
25 administration, enforcement and interpretation of the Settlement Agreement and this Order and
26 Judgment; and (2) all parties to this Action and the Settlement Class Members for the purpose of
27 enforcing and administering the Settlement and this Order and Judgment.

28

1 15. **Termination of Settlement.** If the Settlement Agreement fails to become effective
2 or is terminated or deemed null and void as provided in Section 13 of the Settlement Agreement,
3 then certification of the Settlement Class shall be automatically vacated, each party shall be
4 restored to his, her or its respective position in this Action as of the date of execution of the
5 Settlement Agreement and this Order may not be introduced as evidence or referred to in any
6 actions or proceedings by any person or entity and shall be treated as vacated *nunc pro tunc* (except
7 Paragraph 13 shall remain in effect).

8 16. **Claim Review and Deficiency Process.** The Settlement Administrator shall
9 validate each Claim Form as directed in Section 5 of the Settlement Agreement. Full compliance
10 with the requirements of the terms of the Settlement Agreement and the Claim Form shall be
11 necessary for the submission of a Verified Claim. The Settlement Administrator shall have the
12 authority to determine whether the submission of a Claim Form and Official Documentation, if
13 requested, is complete and timely. The Settlement Administrator's determinations in this regard
14 shall be final and nonappealable. Any Settlement Class Member whose claim is rejected shall be
15 barred from receiving payment under the Settlement for that Claim but shall in all other respects be
16 bound by the terms of the Agreement and by this Order and Judgment.

17 17. **Reasonable Extensions.** Without further order of this Court, the Parties may agree
18 to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19 18. **Class Action Fairness Act Notice.** Discover has provided notification through the
20 Settlement Administrator to all appropriate federal and state officials regarding the Settlement as
21 required by 28 U.S.C. § 1715.

22 19. **Class Notice List.** No later than thirty (30) days after the Effective Date, the
23 Settlement Administrator shall file with this Court, under seal pursuant to the Protective Order
24 entered in this litigation, a list of the names and addresses of all Members of the Class to whom the
25 Class Notice was sent.

26 20. **Implementation of the Settlement Agreement.** The Parties are hereby authorized
27 and directed to implement the terms of the Settlement Agreement.

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21. **Entry of Final Judgment.** The Court finds that there is no just reason for delay and directs immediate entry of this Order and Judgment by the Clerk of the Court.

IT IS SO ORDERED.

Dated:

Hon. Susan Illston
United States District Judge

Exhibit 7

REMINDER

DISCOVER DACA LENDING DISCRIMINATION LAWSUIT

Within the past month, you should have received a notice explaining that you may be eligible to participate in a class action settlement involving lending discrimination claims against Discover on behalf of individuals who were recipients of DACA. If you did not receive or no longer have the notice, please contact [Settlement Administrator] or visit [website].

IMPORTANT: Our records indicate that you have not yet submitted a Claim Form. If you would like to participate in the Settlement, you must complete a Claim Form and mail or email it to:

[Insert Settlement Administrator Address and Contact Information]

You can also submit the Claim Form at [insert website address].

YOUR CLAIM FORM MUST BE SUBMITTED NO LATER THAN [END OF CLAIM PERIOD].