

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**KEYONA HARRIS, JANE QUALLS,
PAMALA JACKSON, and RANDALL
MISNER**, individually, and on behalf of
others similarly situated,

Plaintiffs,

v.

DISCOVER PRODUCTS INC., a
corporation, and **DISCOVER FINANCIAL
SERVICES**, a corporation,

Defendants.

Case No.: 1:23-cv-05071

Hon. Franklin U. Valderrama

Mag. Sunil R. Harjani

JOINT STIPULATION OF CLASS/COLLECTIVE ACTION SETTLEMENT

IT IS HEREBY STIPULATED, by and between Plaintiffs Keyona Harris, Janee Qualls, Pamala Jackson and Randall Misner, on behalf themselves and the Settlement Class Members, on the one hand, and Defendants Discover Products, Inc. and Discover Financial Services, on the other hand, and subject to the approval of the Court, that the above-captioned civil action (the “Action”) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class/Collective Action Settlement and that the Court shall enter judgment, subject to the continuing jurisdiction of the Court as set forth below and to the definitions, recitals and terms set forth herein which by this reference become an integral part of this Agreement:

DEFINITIONS

1. “Agreement” means this Joint Stipulation of Class Action Settlement.
2. “Action” means *Keyona Harris, Janee Qualls, Pamala Jackson, and Randall Misner v. Discover Products, Inc., and Discover Financial Services*, Case No. 1:23:cv-05071, pending in the United States District Court for the Northern District of Illinois.
3. “Class Counsel” means the law firm of Sommers Schwartz, P.C.
4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

5. “Class Information” means information regarding Class Members that Defendants will compile in good faith from their records, if available, and provide to the Settlement Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member’s: (a) employee identification number; (b) full name; (c) last known mailing address; (d) last known mobile telephone number; (e) last known personal e-mail address; (f) Social Security Number; and (g) workweeks worked during the Class Period as an hourly Class Member of Defendants. The Class Information is confidential, and the Settlement Administrator may not disclose the Class Information to any person and/or entity, except as required by law or the provisions of this Agreement.

6. “Class Members” means all persons who have worked for Defendants Discover Products Inc. and Discover Financial Services as hourly call center employees during the Class Period.

7. “Class Member Information Sheet” means Class Member Information Sheet substantially in the form attached hereto as Exhibit D.

8. “Class Period” means the period from January 9, 2021 through May 31, 2025.

9. “Class Representatives” means Named Plaintiffs Keyona Harris, Janee Qualls, Pamala Jackson and Randall Misner, and Opt-in Plaintiff Danielle Carr.

10. “Class Representative Service Awards” means the amount that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Amount, in recognition of their efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release.

11. “Court” means the United States District Court for the Northern District of Illinois.

12. “Days” unless otherwise specified, shall mean calendar days. To the extent this Agreement provides that the Parties or Settlement Administrator, jointly or individually, will take any action within a specified number of days, such that the day to take the action falls on a Saturday, Sunday or federal holiday, that action need not be taken until the next day that is not a Saturday, Sunday or federal holiday.

13. “Defendants” means Discover Products Inc. and Discover Financial Services and any of their parents, subsidiaries, successors, assigns, affiliates and their officers, directors, and agents including Capital One Financial Corporation, Capital One Services, LLC, and Capital One, N.A., and all of their past, present, and future parents, subsidiaries and affiliated corporations, organizations and related entities

14. “Defense Counsel” or “Counsel for Defendants” shall mean Cozen O’Connor.

15. “Effective Date” means the latest of the following dates: (i) the date upon which the Court grants final approval of the Settlement if no Settlement Class members file objections to the Settlement; or (ii) if a Settlement Class Member files an objection to the Settlement, the

Effective Date shall be the date thirty-one (31) days after the date upon which the Court grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

16. “Final Approval Motion” means the motion to be filed by Class Counsel, after input and approval from Defense Counsel, with supporting documents and materials, seeking the Court’s final approval of the settlement and dismissal of the Litigation.

17. “FLSA Claims” means the claims alleged in this case under the Fair Labor Standards Act for unpaid overtime wages and/or liquidated damages.

18. “FLSA Opt-in Form” means the FLSA Opt-in Form substantially in the form attached as Exhibit B.

19. “FLSA Opt-in” means a Settlement Class Member who has already submitted an executed opt-in consent and joined the Action prior to this Agreement, or who submits an executed FLSA Opt-in Form subsequent to issuance of the Notice Packet.

20. “FLSA Opt-in Period” means the date sixty (60) days after the Settlement Administrator mails Settlement Notices to Settlement Class Members and is the last date on which Settlement Class Members may submit an executed FLSA Opt-in Form under this Agreement.

21. “FLSA Payment Pool” means eighty-five percent (85%) of the Net Settlement Amount, which amount shall be used to exclusively satisfy the FLSA Settlement Payments.

22. “FLSA Released Claims” means all FLSA Claims for unpaid wages and/or liquidated damages that have been alleged or could have been alleged, including straight time, overtime, double-time, premium pay, minimum wages, and all other forms of wages; and any other monies, penalties or interest.

23. “FLSA Settlement Payment” means the amount payable from the FLSA Payment Pool to each Settlement Class Member who properly opts into the Action under the terms of this Agreement for resolution of the FLSA Released Claims, which comprises a portion of the Individual Settlement Amount.

24. “Gross Settlement Fund” means Fifteen Million Dollars and Zero Cents (\$15,000,000.00), which sum includes the Individual Settlement Amount (including all required withholdings from Individual Settlement Amount), Class Counsel Award, the Class Representative Service Awards, Settlement Administration Costs, employee employment taxes and contributions, and interest. In addition to the Fifteen Million Dollars and Zero Cents (\$15,000,000.00) Gross Settlement Fund, Defendants shall be responsible for paying any lawfully required employer share of payroll taxes associated with the Individual Settlement Amount. At no time and for no reason whatsoever shall Defendants be responsible for contributing more than \$15,000,000.00 under this Agreement except for funding its portion of the payroll taxes as set forth herein.

25. “Individual Settlement Amount” means the total amount payable from the Net Settlement Amount to each eligible Settlement Class Member to resolve all claims, including the FLSA Claim and the Rule 23 Claims. This will be paid in two checks: one paying for the FLSA Settlement Payment, and the other paying for the Rule 23 Settlement Payment.

26. “Net Settlement Amount” means the Gross Settlement Fund, less Class Counsel Award, the Class Representative Service Award, and Settlement Administration Costs.

27. “Notice of Settlement” and “Settlement Notice” means the Notice of Class/Collective Action Settlement substantially in the form attached hereto as Exhibit A.

28. “Notice Packet” means the Notice of Settlement, FLSA Opt-in Form, Request for Exclusion Form, Class Member Information Sheet, and self-addressed, stamped envelope for return to the Settlement Administrator.

29. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either Plaintiffs or Defendants, individually.

30. “Plaintiffs” or “Named Plaintiffs” means Keyona Harris, Janee Qualls, Pamala Jackson and Randall Misner.

31. “Preliminary Approval Motion” means the motion to be filed by Class Counsel, after input and approval from Defense Counsel, seeking the entry of the Preliminary Approval Order.

32. “Released Parties” means Defendants, and their affiliates and related entities, including, without limitation, their past, present, and/or future direct and/or indirect parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, clients, directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, affiliates, divisions, attorneys, and personal or legal representatives.

33. “Request for Exclusion” means the Request for Exclusion Form substantially in the form attached as Exhibit C.

34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Settlement Notices to Settlement Class Members and is the last date on which Settlement Class Members may submit a Request for Exclusion and/or objection to the Settlement.

35. “Rule 23 Payment Pool” means fifteen percent (15%) of the Net Settlement Amount, which amount shall be used to exclusively satisfy the Rule 23 Settlement Payments.

36. “Rule 23 Released Claims” means all claims for unpaid wages that have been alleged or that could have been alleged in the Action including all of the following claims for relief: (a) that Defendants allegedly failed to pay and/or properly pay all wages due, including

straight time, overtime, double-time, premium pay, minimum wages, and all other forms of wages; (b) that Defendants allegedly owe other monies or penalties under any other state wage and hour laws (including without limitation the state wage laws of the following states: Arizona, California, Illinois, Maryland, Nevada, New Jersey, North Carolina, Ohio and Pennsylvania); and (c) that Defendants are responsible for the payment of damages, penalties, interest, and other amounts recoverable under said causes of action, including without limitation the following claims based on or reasonably relating to claims asserted or alleged in the action: claims for unpaid wages (including claims for regular wages, overtime, regular rate calculations, gap time, off-the-clock or unpaid time) under state wage and hour laws, and state common law theories, including without limitation breach of contract and unjust enrichment. The Released Claims also include all claims that Plaintiffs and the Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Awards pursuant to this Agreement. The period of the Release shall extend commensurate with that of the Class Period, as defined above.

37. "Rule 23 Settlement Payment" means the amount payable from the Net Settlement Amount to each eligible Settlement Class Member for resolution of the Rule 23 Released Claims, which comprises a portion of the Individual Settlement Amount.

38. "Settlement" means the disposition of the Action pursuant to this Agreement.

39. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement.

40. "Settlement Administrator" means Atticus Administration, LLC.

41. "Settlement Class Members" means all current and former hourly Class Members who worked for Defendants in the United States at any time from January 9, 2021 through May 31, 2025, who submitted a FLSA Opt-in Form, and/or did not submit a timely and valid Request for Exclusion as provided in this Agreement.

42. "Workweek" shall mean the FLSA workweek used by Defendants, *i.e.*, Monday 12:00 A.M. to Sunday 11:59 P.M.

RECITALS

43. Class/Collective Certification. The Parties stipulate and agree to class and collective certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class and collective certification shall immediately be revoked without prejudice and the Settlement Class/Collective immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class/collective certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class/collective should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class/collective should be certified in any other lawsuit nor shall be

admissible or used for any other purpose. In such an event, any and all information provided by Defendants under this Agreement shall be immediately destroyed and/or returned to counsel for Defendants.

44. Procedural History. Plaintiffs filed a Collective and Class Action Complaint on August 2, 2023, asserting collective claims under the Fair Labor Standards Act (FLSA), class claims under the state wage laws of Illinois and Ohio, and class claims under state common law theories of breach of contract and unjust enrichment, and seeking recovery of unpaid straight time and overtime wages, liquidated damages, and attorneys' fees.

a. On Plaintiffs' motion, the Court conditionally certified an FLSA collective in an order dated February 14, 2025.

b. Prior to notice being sent to the FLSA collective, the Parties entered into discussions concerning voluntarily staying the Action (including tolling the statute of limitations with respect to the various wage claims of the putative class members) so that the Parties could attempt to resolve the Action by way of mediation. The Parties ultimately agreed to such a stay (which the Court approved) and Defendants provided Class Counsel with certain pre-mediation discovery materials, including without limitation Class Members' timekeeping and payroll data. The Parties agreed to have their own third party experts conduct an analysis of a random sampling of the Class Members' timekeeping and payroll records.

c. On or about May 26, 2025, Defendants instituted a new company-wide timekeeping practice pursuant to which the alleged off-the-clock work asserted by Plaintiffs in this Action can no longer be performed off-the-clock by Defendants' customer service representatives.

d. The Parties participated in a mediation of this matter on September 25, 2025, which was conducted by Michael Russell, and, in the following weeks, reached a settlement of the entirety of the claims asserted in the Action.

45. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their claims through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have also taken into account the extensive settlement negotiations conducted and their review of the significant amount of documents including timekeeping and payroll records of the Plaintiffs and a sampling of Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members.

46. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendants have been and, unless this Settlement is made, will continue to

be devoted to the defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Despite continuing to contend that Defendants are not liable for any of the claims set forth by Plaintiffs and Settlement Class Members, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the entirety of claims as set forth in the Action. Defendants have claimed and continue to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims with the Parties being represented by experienced wage and hour counsel. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted.

47. Settlement Class Members' Claims. Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

TERMS OF THE AGREEMENT

48. Release As To Settlement Class Members. As of the Effective Date, Settlement Class Members will release the Released Parties from their Rule 23 Released Claims for the Class Period. Additionally, all FLSA Opt-ins will release the Released Parties from the FLSA Released Claims in exchange for their FLSA Settlement Payment. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this Action and that are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, fully, finally, and forever settled and released all of the Released Claims as defined above.

49. General Release (As to Plaintiffs and Opt-in Plaintiff Danielle Carr Only). In exchange for the consideration set forth in this Agreement, Plaintiffs and Opt-in Plaintiff Danielle Carr, for themselves and their heirs, successors and assigns, do hereby waive, release, acquit, and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, that exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all claims based on: common law, tort, contract, unjust enrichment, unpaid wages, statute, personal injury, emotional distress, invasion of privacy, defamation, fraud, *quantum meruit*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, other state wage and hour laws, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act of 1993, and

any and all claims arising under any federal, state, or other governmental statute, law, regulation, or ordinance. These general releases are intended and shall be construed as broadly as possible and are intended to cover any and all claims that may be permissibly waived and released against Defendants.

Plaintiffs and Opt-in Plaintiff Danielle Carr may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but expressly agrees to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, that exist or may exist at the time of executing of this Agreement, including, but not limited to, any and all claims relating to or arising from their employment with Defendants. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

50. Tax Liability. The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties or their counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold the Parties and their counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of certain of such payments as not subject to withholding or deduction for payroll and employment taxes. In the event that any taxing authority looks to Defendants for payment of taxes, interest, or penalties in connection with the Individual Settlement Amounts made pursuant to this Agreement (excepting only Defendants' share of employer payroll taxes and other required employer withholdings), Settlement Class Members agree to indemnify and hold Defendants harmless from payment of any such taxes, interest, penalties or other expenses incurred in connection with such payments.

51. Tax Advice Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice; (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

52. Settlement Administration. No more than fifteen (15) business days after the Court grants preliminary approval of this Agreement, Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing Notice Packets to Class Members. Each party shall have full and equal access to the Settlement Administrator which shall use its best efforts to timely respond to any inquiries from either party.

a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No more than fourteen (14) calendar days after receiving the Class Information from Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members by regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Settlement Class Member received the Settlement Notice. The Settlement Administrator will inform counsel for the Parties, via-Email, when these notices are mailed.

b. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address within five (5) business days of the date of the return of the Settlement Notices. If an updated mailing address is identified, the Settlement Administrator will resend the Settlement Notices to the Settlement Class Member. Settlement Class Members to whom Settlement Notices are resent after having been returned undeliverable to the Settlement Administrator will have fourteen (14) calendar days thereafter or until the Response Deadline has expired, whichever is later, to mail, fax, or email the FLSA Opt-in Form and Request for Exclusion. Settlement Notices that are resent will inform the recipient of this adjusted deadline. The date of the postmark on the FLSA Opt-in Form and Request for Exclusion, either based on the date on the return envelope, the date of the fax stamp, or the date of the email transmission, will be the exclusive means used to determine whether a Settlement Class Member has timely returned his/her FLSA Opt-in Form or Request for Exclusion on or before the adjusted deadline. A FLSA Opt-in Form or Request for Exclusion will be deemed valid only if it is signed by the Settlement Class Member and postmarked, faxed, or email stamped on or before the adjusted deadline. If a Settlement Class Member's Settlement Notice is returned to the Settlement Administrator more than once as non-deliverable, then an additional Settlement Notice will not be re-mailed. The objection deadline shall not be extended for any reason, including non-receipt or delayed receipt of the Notice Packet.

c. Notice by E-mail and Text. In addition to First Class U.S. Mail, the Settlement Administrator shall issue the Notice Packets to all Class Member by e-mail and shall also send a text message to all Class Members. The text message shall state the following and provide the Class Members with a hyperlink to access the Notice Packet documents: You are a Class Member in a lawsuit for alleged unpaid wages named *Harris et al. v. Discover Products, Inc. et al.* You are eligible for monetary proceeds from the Parties' Settlement. To learn more about

your rights, including important deadlines, visit the settlement administration website by clicking this link: SPECIFIC WEBSITE LINK TO BE PROVED BY SETTLEMENT ADMINISTRATOR.

d. Reminder Notice. Thirty (30) calendar days after issuance of the Notice Packets, the Settlement Administrator will issue one (1) reminder notice to the Class Members via e-mail and text message. No other e-mail or text message notices shall be provided after this reminder notice for any reason.

e. Notice Packets. The Notice Packets, substantially in the form attached as Exhibits A, B and C, shall identify the number of workweeks worked by each Class Member during the Covered Period.

f. Website. The Settlement Administrator shall maintain a website that includes links to all important case documents including the Motion for Preliminary Approval, the Parties' Settlement Agreement, the Notice Packet documents, and Plaintiffs' Motion for Final Approval and Attorneys' Fees.

g. Disputes Regarding Workweeks. Class Members will have the opportunity, should they disagree with Defendants' records and the number of workweeks reflected on their Class Member Information Sheets, to provide documentation and/or a written explanation demonstrating an alternative number of workweeks worked. Class Members must inform the Settlement Administrator within thirty (30) calendar days of the postmark date of the Settlement Notice if they dispute the number of workweeks worked as reflected in the Class Member Information Sheets. The written dispute must be referred to as a "Dispute" and must: (a) state the class member's name, address, telephone number, and last four digits of his or her social security number; (b) be signed by the class member; (c) state the information the class member is challenging; (d) state his or her belief as to the correct number of workweeks worked; (e) explain why the class member believes Defendants' records are mistaken and attach any documents or evidence in support of his/her contentions; (f) be postmarked, faxed, or emailed within thirty (30) calendar days of the postmark of the Settlement Notice; and (g) returned to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with Class Counsel and Defense Counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Amount under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Amount shall be binding upon the Settlement Class Member and the Parties. Defendants' records will be presumed correct unless the Class Member provides admissible documentation that shows Defendants' records are incorrect.

h. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of Illinois. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the disputes without the necessity of involving the Court.

i. Exclusions. Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Settlement Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope, fax stamp, or date of the email transmission on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who submits a valid and timely Request for Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to, appeal or otherwise comment on the Settlement. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. In the interest of clarity, this only applies to the Rule 23 Class Members. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a final list of the Class Members who have timely submitted written Requests for Exclusion and Class Counsel with a final list of identifying employee identification numbers (but not names) of Class Members who have timely submitted a Request for Exclusion. Defense Counsel will provide those names to be noted on the Court's order or judgment. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement. Class Counsel reserves the right to encourage Class Members to participate in the Settlement.

j. Objections. The Notice Packet shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. No extensions of time for the submission of objections will be given for any reason. The postmark date shall be deemed the exclusive means for determining whether a Notice of Objection was filed and served timely. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the number of workweeks worked by the Class Member; (3) the last four digits of the Class Member's Social Security number and/or the Employee ID number; (4) the name and case number of the Action; and (5) the factual and legal basis for the objection with any supporting documents and evidence. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who timely object will have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Settlement Administrator shall e-mail any objections to counsel for the Parties promptly upon receipt, and Class Counsel shall lodge any objections with the Court.

53. Funding and Allocation of Gross Settlement Fund. No more than thirty (30) calendar days after the Effective Date, Defendants are required to pay the Gross Settlement Fund to the Settlement Administrator minus the FLSA Payment Pool, which otherwise includes the Rule 23 Individual Settlement Amounts, the Class Representative Service Awards, the Class Counsel Award, the Settlement Administration Costs, and the Employer's share of payroll taxes

related to the Rule 23 Individual Settlement Amounts. Other than settlement payment amounts that are not claimed (i.e., uncashed checks) by Settlement Class Members (following the applicable one hundred (180) day check cashing deadline) no amount of this payment to the Settlement Administrator will revert to Defendants. Defendants shall have the option in their sole discretion to provide the Gross Settlement Fund, or any portion thereof, to the Settlement Administrator at an earlier time or at earlier times without any pre-payment penalty. Any pre-payment by Defendants of the Gross Settlement Fund does not constitute a breach of this Agreement.

a. Individual Settlement Amounts Individual Settlement Amounts will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formulas and timelines set forth herein. Rule 23 Individual Settlement Amounts for Settlement Class Members will be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address within fourteen (14) calendar days after the Settlement Administrator receives the Rule 23 Settlement Payment amount for disbursement under this Agreement. All Individual Settlement Amounts, i.e., both Rule 23 and FLSA Settlement Payments will be allocated as follows: Fifty percent (50%) as wages; fifty percent (50%) as liquidated damages. The Settlement Administrator will be responsible for issuing an IRS Form W-2 for the amount deemed wages and an IRS Form 1099 for the portions allocated as liquidated damages. Any Rule 23 Settlement checks issued to Settlement Class Members will remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. After that time, any such uncashed checks will be returned to Defendants to a bank account and following instructions provided to the Settlement Administrator from Defendants within 30 calendar days.

b. FLSA Settlement Payment Amounts. Defendants shall not be responsible for funding any portion of the FLSA Settlement Payment Amounts until after the FLSA Opt-In Period closes. Within ten (10) calendar days after the FLSA Opt-in period closes, the Settlement Administrator shall inform counsel for the Defendants, in writing, of the Defendants' total funding obligation amount of the FLSA Settlement Payment based on the number of collective members who filed timely opt-in notices under this Agreement. Within thirty (30) calendar days after receiving the total funding obligation amount from the Settlement Administrator, Defendants shall fund the FLSA Settlement Payment Amount. Any FLSA Settlement checks issued to collective members will remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. All FLSA settlement checks shall have FLSA release language agreed to by Class Counsel and Defense Counsel with consultation with the Settlement Administrator for feasibility. After that, any such uncashed checks will be returned to Defendants to a bank account and following instructions provided to the Settlement Administrator from Defendants within 30 calendar days.

c. Calculation of Individual Settlement Amounts for the Rule 23 Payment Pool:

(i) Fifteen percent (15%) of the Net Settlement Amount will be allocated to the Rule 23 Payment Pool. The Settlement Administrator will calculate the total amount that each Settlement Class Member will receive. The Settlement Administrator will divide the Rule 23 Payment Pool by the total number of workweeks Settlement Class Members were employed during the Class

Period (“Workweek Amount”). For each workweek where the Settlement Class Member worked in Arizona, California, Illinois, Maryland, Nevada, New Jersey, North Carolina, Ohio, or Pennsylvania, according to the Defendant’s records, that workweek will be multiplied by 1.2. The Settlement Administrator will multiply the Workweek Amount by the total number of workweeks that each Settlement Class Member was employed (taking into account the Arizona, California, Illinois, Maryland, Nevada, New Jersey, North Carolina, Ohio, and Pennsylvania workweeks that are multiplied by 1.2) during the Class Period to arrive at an estimated Individual Settlement Amount. Notwithstanding the foregoing, if a Settlement Class Member’s Individual Settlement Amount is less than Ten Dollars and Zero Cents (\$10), the Settlement Class Member’s Individual Settlement Amount will be increased to Ten Dollars and Zero Cents (\$10) (the “Minimum Settlement Payment”).

d. Calculation of Individual Settlement Amounts for the FLSA Payment Pool:

(i) Eighty-Five (85%) of the Net Settlement Amount will be allocated to the FLSA Payment Pool. The Settlement Administrator will calculate the total amount that each Settlement Class Member will receive from the FLSA Payment Pool. The Settlement Administrator will divide the FLSA Payment pool by the total number of workweeks Settlement Class Members were employed during the Class Period (“Workweek Amount”). The Settlement Administrator will multiply the Workweek Amount by the total number of workweeks that each Settlement Class Member was employed during the Class Period to arrive at an estimated Individual Settlement Amount. Each FLSA Opt-in will be issued a FLSA Settlement Payment equal to their estimated Individual Settlement Amount.

e. Check Cashing Reminder Notice. Ninety (90) calendar days after issuance of the Individual Settlement Amount, the Settlement Administrator will issue reminder notice to the Settlement Class Members via e-mail and text message. The reminder notice will identify the deadline for negotiation of the Individual Settlement Amount checks. The Settlement Administrator shall notify counsel for the Parties, via e-mail when this reminder notice is sent out.

f. Class Representative Service Awards. Defendants agree not to oppose or object to any application or motion by Plaintiffs for Class Representative Service Awards in the cumulative amount of Thirty-six Thousand Dollars and Zero Cents (\$36,000.00), which is comprised of (Ten Thousand Dollars and Zero Cents (\$10,000.00) to Named Plaintiff Keyona Harris; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Named Plaintiff Janee Qualls; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Named Plaintiff Pamala Jackson; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Named Plaintiff Randall Misner; and Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00) to Opt-in Plaintiff Danielle Carr) for their time and effort in bringing and prosecuting this matter in exchange for the Released Claims and a General Release. The Class Representative Service Awards shall be paid to the Class Representatives from the Gross Settlement Fund no later than fourteen (14) calendar days after the Settlement is fully funded. Any portion of the requested

Class Representative Service Awards that is not awarded shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representatives for their Class Representative Service Awards. The Class Representatives shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Awards. The Class Representative Service Awards shall be in addition to their Individual Settlement Amounts as a Settlement Class Members. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke or renegotiate the Settlement, or file an appeal, and it will remain binding.

g. Class Counsel Award. By way of motion Class Counsel shall seek reasonable attorneys' fees not to exceed thirty-three and one-third percent (33-1/3%) of the Gross Settlement Fund, plus reimbursement of actual litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), incurred by Class Counsel in prosecuting the Action, as may be supported by a declaration from Class Counsel. In the event that the Court reduces or does not approve the requested Class Counsel Award, Class Counsel shall not have the right to revoke this Agreement, and it will remain binding. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Fund no later than five (5) calendar days after the Settlement is fully funded. The Settlement Administrator will issue to Sommers Schwartz, P.C., an IRS Form 1099 with respect to the awarded Class Counsel Award. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. Class Counsel shall retain the right to appeal any award by the Court for attorneys' fees that does not equal thirty-three and one-third percent (33-1/3%) of the Gross Settlement Fund. The difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel's appeal. Interest shall accrue on the retained amount at the legal interest rate. If Class Counsel's appeal is unsuccessful, any money not awarded to Class Counsel in the possession of the Settlement Administrator along with interest shall be distributed to the Settlement Class Members, and Class Counsel shall pay any additional costs, interests, or fees incurred by the Settlement Administrator for this purpose.

h. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross Settlement Fund is approximately \$130,000. No fewer than twenty-one (21) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration of this Settlement and shall use its best efforts to timely respond to any inquiries from Class Counsel or counsel for the Defendants regarding any invoicing issue. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement except the FLSA Settlement Payment. The Settlement Administrator, on Defendants' behalf, shall have the authority and obligation to make payments, credits and

disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

i. Cooperation. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

j. Settlement Administrator Responsibilities. The Settlement Administrator shall be responsible for: issuing initial and reminder notices as set forth in this Agreement, processing and mailing payments to Class Representatives (confirmation of payment mailed to Class Representatives shall be communicated to Class Counsel by the Settlement Administrator), Class Counsel, and Settlement Class Members; printing and mailing the Settlement Notices to the Class Members as directed by the Court; receiving and reporting the FLSA Opt-in Forms and Requests for Exclusion submitted by Class Members; deducting taxes from Individual Settlement Payments and distributing tax forms; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; return funds from uncashed FLSA and/or Rule 23 Settlement checks to Defendants as outlined in Paras 53(a)-(b); and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final accounting of the Gross Settlement Fund and report the amount of all payments to be made to each Settlement Class Member by employee number only.

k. No Claims Against Settlement Administrator. No person shall have any claim against Defendants, Plaintiffs, Settlement Class Members, Class Counsel, Defense Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

54. Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval Hearing, the number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is five (5%) percent or more of all Class Members, Defendants shall have the right, in their sole discretion, to revoke this Settlement and stipulation to class certification. If Defendants exercise their option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within fifteen (15) calendar days after the Response Deadline; and (b) pay the Settlement Administration Costs incurred up to the date or as a result of the termination. If Defendants exercise their right to terminate the Settlement under this Paragraph, the Parties thereafter shall proceed in all respects as if this Agreement had not been executed.

55. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award; (ii) the Class Representative Service Awards; (iii) Individual

Settlement Payments; and (iv) the Settlement Administration Costs. After granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

56. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to its being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of such notification.

57. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class/Collective Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, *etc.*) of the Plaintiffs or Settlement Class/Collective Members.

58. No Admission by the Parties. Defendants deny any and all claims alleged in this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants.

59. Motions for Preliminary and Final Approval. The Parties and their counsel will cooperate with one another and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval.

60. No Knowledge of Other Claims. (1) Plaintiffs acknowledge, represent, and warrant that they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum; and (2) Class Counsel acknowledge, represent, and warrant they do not represent any persons who have expressed any interest in pursuing any litigation or seeking any recovery against Defendants, other than through this Action.

61. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

62. Interim Stay of Proceedings. The Parties agree to stay all proceedings in this Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court. All tolling shall immediately cease 14 calendar days after any Order by the Court refusing to give final approval the Agreement.

63. Dismissal of the Action. Plaintiffs and Class Counsel agree to seek dismissal of and use their best efforts to obtain dismissal of the Action, with prejudice, after the Final Approval is ordered by the Court.

64. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

65. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

66. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. The person signing this Agreement on behalf of the Defendants represents and warrants that he or she is authorized to sign this Agreement on Defendants' behalf. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

68. Execution by Settlement Class Members. The Parties agree that it is impossible or impracticable to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such will have the same force and effect as if each Settlement Class Member executed this Stipulation.

69. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

70. Governing Law. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of Illinois.

71. Construction of Agreement. The Parties agree that the terms and conditions of this Joint Stipulation of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties through counsel and that this Stipulation will not be construed in favor of or against any of the Parties by reason of their participation in drafting of this Stipulation.

72. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

73. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

74. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

75. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

76. Publicity. Class Counsel agrees not to issue a press release disclosing the terms of this Settlement. Notwithstanding the foregoing, for the limited purpose of demonstrating adequacy as class counsel in other actions, Class Counsel may anonymously reference or disclose the terms of this Settlement in attorney biographies (including those maintained on the firm websites) and in Court filings. Nothing in this Section shall be construed to prevent Class Counsel from publishing a summary of the case or the Settlement Amount anonymously on the Sommers Schwartz, P.C. website, in marketing materials, or in legal publications such as *Lawyers Weekly*, *Law360*, or comparable sources. For purposes of this Section, “anonymously” means that the Defendants shall be referred to only as a “national bank.”

77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

78. Authority. The signatories below confirm that they have the actual authority to sign this Agreement on behalf of the person or entity for whom they are signing.

PLAINTIFF

Dated: January ^{01/08/2026} __, 2026

Keyona Harris

Keyona Harris

PLAINTIFF

Dated: January __, 2026

Janee Qualls

PLAINTIFF

Dated: January __, 2026

Pamala Jackson

PLAINTIFF

Dated: January __, 2026

Randall Misner

PLAINTIFF

Keyona Harris

Dated: January __, 2026

PLAINTIFF

Janee Qualls

Janee Qualls

Dated: January ^{01/07/2026} __, 2026

PLAINTIFF

Pamala Jackson

Dated: January __, 2026

PLAINTIFF

Randall Misner

Dated: January __, 2026

PLAINTIFF

Keyona Harris

Dated: January __, 2026

PLAINTIFF

Janee Qualls

Dated: January __, 2026

PLAINTIFF

Pamala Jackson

Pamala Jackson

Dated: January ^{01/08/2026} __, 2026

PLAINTIFF

Randall Misner

Dated: January __, 2026

PLAINTIFF

Keyona Harris

Dated: January __, 2026

PLAINTIFF

Janee Qualls

Dated: January __, 2026

PLAINTIFF

Pamala Jackson

Dated: January __, 2026

PLAINTIFF

Randall Misner

Randall Misner

Dated: January ^{01/08/2026}__, 2026

PLAINTIFFS' COUNSEL

Dated: January 16, 2026

SOMMERS SCHWARTZ, P.C.

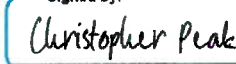


Kevin Stoops
*Attorney for Plaintiffs and Settlement
Class/Collective Members*

Dated: January 16, 2026

DEFENDANT

Discover Products, Inc.

Signed by:


9EAD9F8E5585486
For Defendant

Dated: January 16, 2026

DEFENDANT

Discover Financial Services

Signed by:


9EAD9F8E5585486
For Defendant

Dated: January 6, 2026

DEFENDANTS' COUNSEL

COZEN O'CONNOR



Jeremy Glenn
Attorney for Defendants

Dated: _____