

NOTICE OF PROPOSED CLASS/COLLECTIVE ACTION SETTLEMENT AND  
FINAL APPROVAL HEARING

To: All current and former employees who worked for Discover Products, Inc. and Discover Financial Services in the United States as hourly call center employees between January 9, 2021, and May 31, 2025.

**PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY DEFENDANTS, DISCOVER PRODUCTS, INC. AND DISCOVER FINANCIAL SERVICES.

IF YOU DO NOT WANT TO PARTICIPATE IN THE RULE 23 SETTLEMENT, YOU MUST RETURN YOUR COMPLETED REQUEST FOR EXCLUSION FORM (“REQUEST FOR EXCLUSION”), DATED, SIGNED, AND POSTMARKED BY NO LATER THAN MAY 7, 2026, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

YOU WILL AUTOMATICALLY RECEIVE A PAYMENT FROM THE RULE 23 SETTLEMENT POOL UNLESS YOU SUBMIT A TIMELY REQUEST FOR EXCLUSION.

IF YOU WISH TO RECEIVE A PAYMENT FROM THE FLSA SETTLEMENT POOL, YOU MUST RETURN YOUR COMPLETED FLSA OPT-IN FORM, DATED, SIGNED, AND POSTMARKED BY NO LATER THAN MAY 7, 2026. IF YOU FAIL TO SUBMIT A TIMELY FLSA OPT-IN FORM, YOU WILL NOT RECEIVE A PAYMENT FROM THE FLSA SETTLEMENT POOL.

READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT THE INFORMATION IS CORRECT. IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS (THE “COURT”), ENTERED ON FEBRUARY 18, 2026, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**WHAT IS THIS NOTICE ABOUT?**

A proposed settlement (the “Settlement”) has been reached between Plaintiffs Keyona Harris, Janee Qualls, Pamala Jackson and Randall Misner (“Plaintiffs”) and Defendants Discover Products Inc., and Discover Financial Services (“Defendants”), in the collective and class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Class”):

All current and former employees who worked for Discover Products, Inc. and Discover Financial Services in the United States as hourly call center employees between January 9, 2021, and May 31, 2025.

The Court has preliminarily approved the Settlement and has conditionally certified the Class for purposes of the Settlement only. You have received this Notice because Defendants’ records indicate that you are a member of the Class (“Class Member”). This Notice is designed to inform you of the Settlement

and the process for how you can submit a FLSA Opt-in Form to receive a payment from the FLSA Settlement Pool, how you can object to the Settlement, and how you can request exclusion from the Rule 23 Settlement. Unless you submit a timely Request for Exclusion, the Settlement, if finally approved by the Court, will be binding upon you.

## **WHAT IS THIS LAWSUIT ABOUT?**

The Action, which is currently pending in the U.S. District Court for the Northern District of Illinois (the “Court”), is titled “*Keyona Harris, Janee Qualls, Pamala Jackson, and Randall Misner, individually, and on behalf of others similarly situated, Plaintiffs v. Discover Products Inc., and Discover Financial Services, Defendants*,” No. 1:23-CV-05071-FUV.

In the Action, Plaintiffs allege that hourly call center employees employed by Defendants across the United States were not paid for all of their work time including pre- and post-shift computer log-in time. Based on those allegations, Plaintiffs have asserted claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, the Illinois Minimum Wage Act (“IMWA”), Illinois Wage Payment and Collection Act (“IWPCA”), the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), and claims for common law breach of contract and unjust enrichment. Plaintiffs seek the recovery of unpaid straight time wages, overtime wages, liquidated damages, interest, costs, attorneys’ fees, and other relief. Plaintiffs have sued on behalf of themselves, and all other individuals allegedly similarly situated to them, with respect to the claims asserted.

Defendants deny all of Plaintiffs’ allegations. Specifically, Defendants contend, among other things, that their hourly call center employees are and were paid properly for all of their work time; that Plaintiffs cannot recover for the claims they have asserted; that Defendants acted in good faith with respect to the matters that Plaintiffs allege; that a class could not be appropriately certified in the Action; and if a class were certified, Defendants’ defenses to Plaintiffs’ claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, Plaintiffs and Defendants agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiffs’ claims in the Action have merit, that they have any liability to Plaintiffs or the proposed class on those claims, or that they have violated the law in any way. On the contrary, Defendants deny any and all such liability. Defendants reserve the right to object to any claim if for any reason the Settlement is terminated or not finally approved by the Court.

Plaintiffs and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to continued litigation. Plaintiffs and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

## **SUMMARY OF THE SETTLEMENT**

### **WHY AM I INCLUDED IN THE SETTLEMENT?**

You are included in the Settlement because Defendants’ records indicate that you were employed by Defendants as an hourly call center employee between January 9, 2021, and May 31, 2025.

### **WHAT WILL I RECEIVE FROM THE SETTLEMENT?**

1. Defendants will pay \$15,000,000.00 as the Gross Settlement Fund. Additionally, Defendants will pay any employer side payroll taxes related to Rule 23 and FLSA Settlement Payments.

2. Out of the Gross Settlement Fund, each Class Member who does not submit a valid and timely Request for Exclusion (a “Settlement Class Member”) will receive a Rule 23 Settlement Payment that is calculated as follows:

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 (\$10.00), the Settlement Class Member’s Individual Settlement Amount will be increased to Ten Dollars and Zero Cents (\$10.00) (the “Minimum Settlement Payment”).

3. Out of the Gross Settlement Fund, each Class Member who submits a valid and timely FLSA Opt-in Form (a “FLSA Opt-in”) will receive a FLSA Settlement Payment that is calculated as follows:

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.

4. Rule 23 and FLSA Settlement Payments will be allocated as follows: 50% as wages (reported on an IRS W2 form); 50% as liquidated damages (reported on an IRS 1099 form).
5. Following the Court-approved deductions from the Gross Settlement Fund for the Class Counsel Award, the Class Representative and Opt-in Plaintiffs’ Service Awards, and Settlement Administration Costs, the remaining Net Settlement Amount will be paid out to all Settlement Class Members pursuant to the formulas set forth in Paragraphs 2 and 3 above.
6. The Rule 23 and FLSA Settlement Payments and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

7. The Court has appointed Atticus Administration, LLC to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Settlement Class Member's entitlement to Rule 23 and FLSA Settlement Payments.

8. Upon final approval of the Settlement by the Court, the following release will be binding on the Settlement Class Members:

"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.

9. Upon final approval of the Settlement by the Court, the following release will be binding on the FLSA Opt-ins:

"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.

10. In addition to their Rule 23 and FLSA Opt-in Settlement Payments as Settlement Class Members, Plaintiffs will seek approval from the Court for the payment of the following Service Awards for their time and effort in bringing and prosecuting this matter and in exchange for General Releases: \$10,000.00 to Named Plaintiff Keyona Harris; \$7,500.00 to Named Plaintiff Janee Qualls; \$7,500.00 to Named Plaintiff Pamala Jackson; \$7,500.00 to Named Plaintiff Randall Misner; and \$3,500.00 to Opt-in Plaintiff Danielle Carr.

11. Class Counsel has represented and continue to represent the Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the Final Approval Hearing, Matt L. Turner of Sommers Schwartz, P.C., will request up to \$5,000,000.00 for attorneys' fees (33-1/3% of the Gross Settlement Fund) and the litigation expenses and costs (estimated to not exceed \$30,000.00) incurred by Class Counsel (Sommers Schwartz, P.C.) in connection with this case. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Gross Settlement Fund.

12. The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, not to exceed \$131,900.00, will be paid out of the Gross Settlement Fund.
13. Any checks issued to Class Members will remain valid and negotiable for one hundred and eighty days (180) from the date of their issuance. After that time, any uncashed check proceeds will be returned to Defendants.
14. Plaintiffs as Class Representatives and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience in litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

#### WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Plaintiffs as Class Representatives and Class Counsel represent your interests as a Class Member.

If you do not want to participate in the Rule 23 Settlement, you must return your completed Request for Exclusion Form, dated, signed, and postmarked by no later than May 7, 2026, or else you will be bound by the Settlement.

You will automatically receive a payment from the Rule 23 Settlement Pool unless you submit a timely Request for Exclusion.

If you wish to receive a payment from the FLSA Settlement Pool, you must return your completed FLSA Opt-in Form, dated, signed, and postmarked by no later than May 7, 2026. You can also submit your FLSA Opt-in Form online at: [www.HarrisDiscoverSettlement.com](http://www.HarrisDiscoverSettlement.com). If you fail to submit a timely FLSA Opt-in Form, you will not receive a payment from the FLSA Settlement Pool.

Unless you submit a timely and valid Request for Exclusion Form, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Defendants and the other Released Parties described above.

As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval.

**MAIL YOUR OBJECTION TO:**

Harris v. Discover Products  
c/o Atticus Administration LLC  
PO Box 64053  
St. Paul, MN 55164

Any written objection must contain (1) your full name; (2) the last four digits of your Social Security number and/or your Employee ID number; (3) the name and case number of the Action; (4) the factual and legal basis for your objection with any supporting documents and evidence; and (5) a list of all other objections, if any, you or anyone on your behalf has filed in any class action settlements pending in any court in the United States in the previous five years.

Written objections to the Settlement must be postmarked by no later than May 7, 2026.

If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection, you will be bound by the terms of the Settlement and receive a Rule 23 Settlement Payment (as well as a FLSA Settlement Payment if you submitted a timely FLSA Opt-in Form).

**Settlement Class Member Information Sheet:** The enclosed Settlement Class Member Information Sheet provides the information on which your FLSA Settlement Payment and Rule 23 Settlement Payment will be calculated. If the information in the Settlement Class Member Information Sheet (including your mailing address) is correct, you do not need to return the form. If the information contained in the Settlement Class Member Information Sheet is incorrect, please correct the information on the sheet and return it to the Settlement Administrator. If you believe the information is incorrect, state on the Settlement Class Member Information Sheet which information is incorrect and (other than with respect to your name, your address, and the last four digits of your Social Security number) include any documentation you have to support that contention. The Settlement Class Member Information Sheet must be completed, signed by you, and returned to the Settlement Administrator postmarked by no later than April 22, 2026. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Individual Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement checks.

**Excluding Yourself from the Settlement:** If you do not wish to participate in the Rule 23 Settlement, you must complete the enclosed Request for Exclusion Form. The Request for Exclusion Form must be completed, dated, signed by you, and returned to the Settlement Administrator by no later than May 7, 2026. A Class Member who fails to mail a Request for Exclusion Form in the manner and by the deadline specified above, will be bound by all terms and conditions of the Settlement, and will receive a Rule 23 Settlement Payment, if the Settlement is approved by the Court, and be bound by any judgment entered by the Court, regardless of whether he or she has objected to the Settlement.

Any person who submits a complete and timely Request for Exclusion Form to the Settlement Administrator will, upon receipt, no longer be in the Class and will not be eligible to receive an Individual Settlement Amount, and will not be included in calculating the Rule 23 Settlement Payments of any other Settlement Class Members. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendants. An incomplete or unsigned Request for Exclusion Form will be deemed invalid.

Consistent with Defendants' policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

**Settlement Administrator's Address:** Please submit your FLSA Opt-in Form (via mail or online at the website below), corrected Settlement Class Member Information Sheet (if applicable), or your Request for Exclusion to the Settlement Administrator at the following address:

Harris v. Discover Products  
c/o Atticus Administration LLC  
PO Box 64053  
St. Paul, MN 55164  
Phone: (800) 815-1767  
Email: [HarrisDiscoverSettlement@atticusadmin.com](mailto:HarrisDiscoverSettlement@atticusadmin.com)  
Settlement Website: [www.HarrisDiscoverSettlement.com](http://www.HarrisDiscoverSettlement.com)

### FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on June 25, 2026, at 9:30 a.m., at the U.S. District Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Awards, the Class Counsel Award, and the Settlement Administration Costs.

The hearing may be postponed or modified to a remote proceeding without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

### GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court, upon request to the Settlement Administrator and on the Settlement Website at [www.HarrisDiscoverSettlement.com](http://www.HarrisDiscoverSettlement.com). The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Clerk's Office, U.S. District Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR.**

Dated: March 23, 2026  
By Order of the Court