

WEBSITE NOTICE

David Jackson (“Plaintiff”) v. Discover Financial Services, Inc. (and, together with Discover Bank, “Discover”), United States District Court for the Northern District of Illinois, Case No. 1:21-cv-04529

If you received artificial or prerecorded voice calls from Discover between August 25, 2017, and February 7, 2023, regarding a credit card account that did not belong to you, you may be entitled to benefits under a class action Settlement.

A federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed Settlement will provide \$1,000,000 into a fund from which eligible persons who file Claims will receive cash awards (the “Settlement Fund”). The cash awards are estimated to be approximately \$40-\$110 per claim.
- The Settlement fully resolves a lawsuit involving allegations that Discover violated the Telephone Consumer Protection Act (the “TCPA”) by making artificial or prerecorded voice calls between August 25, 2017, and February 7, 2023, regarding a Discover credit card account to cell phones belonging to people who were not Discover customers and did not provide their number to Discover.
- You are in the “Settlement Class” if Discover called your cellular telephone between August 25, 2017, and February 7, 2023, using an artificial or prerecorded voice, concerning a Discover credit card account and you were not a Discover customer and you had never provided Discover with your cell phone number. A person who does not exclude him or herself is a “Settlement Class Member.”
- Discover denies all allegations and denies any claim of wrongdoing. The Court has not ruled on the merits of Plaintiff’s claims or Discover’s defenses. By entering into the Settlement, Discover has not conceded the truth or validity of any of the claims against it.
- The Settlement Fund will be used to pay all amounts related to the Settlement, including settlement awards to Settlement Class Members, attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award to Plaintiff, the reasonable costs of notice and administration of the Settlement, and a possible charitable contribution if there are uncashed Settlement award checks.
- Class Counsel will ask the Court for up to 36% of the Settlement Fund, less notice and administration costs, as attorneys’ fees and additional money to reimburse them for the out-of-pocket expenses they paid to investigate the facts, litigate the case, and negotiate the Settlement.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY JUNE 7, 2023	This is the only way to receive a payment. You will give up your rights to sue Discover about the legal claims in this case.
EXCLUDE YOURSELF BY JUNE 7, 2023	Get no payment. This is the only option that allows you to ever sue Discover on your own regarding the legal claims in this case.
OBJECT BY JUNE 7, 2023	Write to the Court about why you believe the Settlement is unfair in any respect. Even if you file a valid and timely objection, you can still submit a Claim Form to receive a payment.
ATTEND A HEARING ON JULY 25, 2023	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights to sue Discover about the legal claims in this case.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Award payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this notice?

The purpose of this notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Jackson v. Discover Financial Services, Inc.*, Case No. 1:21-cv-04529 (N.D. Ill.). Because your rights may be affected by this Settlement, it is extremely important that you read this notice carefully. This notice summarizes the Settlement and your rights under it.

2. What does it mean if I received an e-mail or postcard about this Settlement?

If you received an e-mail or postcard describing this Settlement, that is because Discover's records indicate that you are a potential member of the Settlement Class. You are a member of the Settlement Class if you meet the class definition, provided in response to Question 5.

3. What is this class action lawsuit about?

In a class action, one or more people called a class representative (here, Plaintiff) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called Class Members. One Court resolves the issues for all of the Class Members, except for those who exclude themselves from the class.

Here, Plaintiff claims that Discover violated the TCPA by making calls that used an artificial or prerecorded voice, between August 25, 2017, and February 7, 2023, regarding a Discover credit card account to cellular telephones belonging to people who were not Discover customers and did not provide their number to Discover.

Discover denies these allegations and denies any claim of wrongdoing. The Court has not ruled on the merits of Plaintiff's claims or Discover's defenses. By entering into the Settlement, Discover has not conceded the truth or validity of any of the claims against it.

The Court has conditionally certified a class action for settlement purposes only. The Honorable Nancy L. Maldonado (the "Court") is presiding over this action.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Discover. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members are eligible to receive compensation. Plaintiff and Class Counsel think the Settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the Settlement Class?

The Court has certified a class action for settlement purposes only. This Settlement resolves claims on behalf of the following class:

All persons and entities throughout the United States (1) to whom Discover placed, or caused to be placed by one of its agents or vendors, a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) that used an artificial or prerecorded voice, (4) from August 25, 2017, February 7, 2023, (5) where the subject of the call was a credit card account issued by Discover, and (6) where the recipient of the call was not a Discover customer.

The Settlement Class does *not* include any persons who validly request exclusion from the Settlement Class, as described under Question 14. A person who does not exclude him or herself is a "Settlement Class Member."

If you are still not sure whether you are included in the Settlement Class, you can visit other sections of the Settlement Website, you may write to the Settlement Administrator at Jackson v. Discover Financial Services, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324, or you may call the Toll-Free Settlement Hotline, 1-833-709-0661, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the law firms of Greenwald Davidson Radbil PLLC, Hiraldo P.A., IJH Law, and Eisenband Law, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

7. How will Class Counsel and Plaintiff be paid?

Class Counsel will ask the Court to approve payment of up to 36% of the \$1,000,000 Settlement Fund, less notice and administration costs, to them for attorneys' fees, and will also ask the Court to approve payment of their out-of-pocket expenses, not to exceed \$15,000. This payment would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve payment of \$10,000 to Plaintiff for his service as class representative. The Court may award less than these amounts. Discover reserves the right to oppose these requests.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Discover will pay \$1,000,000 to cover the costs of Settlement including: (1) cash awards to Settlement Class Members who submit a valid and timely Claim Form; (2) an award of attorneys' fees to Class Counsel not to exceed 36% of the Settlement Fund (less notice and administration costs) and Class Counsel's out-of-pocket expenses of up to \$15,000 if and as approved by the Court; (3) a service award to Plaintiff in an amount not to exceed \$10,000, as approved by the Court; (4) the reasonable costs of notice and administration of the Settlement; and (5) under certain circumstances as described below, a charitable contribution.

No Portion of the Settlement Fund Will Return to Discover. Any money remaining in the Settlement Fund after paying Settlement Awards to Settlement Class Members who submit valid and timely Claim Forms, attorneys' fees and costs to Class Counsel, any service award to Plaintiff, and the costs of Class Notice and administration of the Settlement, will be paid (1) in *pro rata* redistribution(s) to Settlement Class Members whose initial Settlement Awards were cashed, and (2) once there are not enough funds to justify a further redistribution, the remaining funds will be donated to charities proposed by the Parties and approved by the Court. No portion of the Settlement Fund will return to Discover.

9. How much will my Settlement Award be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Class Counsel estimate that the amount of the Settlement Award (while dependent upon the number of Claims) may be within the range of \$40 to \$110.

10. What am I giving up to stay in the Settlement Class?

If you meet the class definition, and unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Discover or any other released parties asserting a released claim. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you opt-out of the Settlement, you will agree to release Discover and any other released parties from any and all claims that arise from the artificial or prerecorded voice calls at issue in this action. The release provides:

Upon entry of the Final Approval Order, Plaintiff and all Settlement Class Members, on behalf of themselves and their respective, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns will be deemed to have fully released and forever discharged Discover Bank, and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, successors, and/or predecessors in interest, as well as any of its agents or vendors, and all of the respective officers, directors, employees, attorneys, shareholders, and assigns of the aforementioned (together, the "Released Parties"), from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or are related in any way to the actual or alleged use, or caused use, by Discover Bank (or any of its agents or vendors, making calls by, on behalf of or caused to be made by Discover Financial Services, Inc.) of an artificial or prerecorded voice (to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law) to have made, or caused to have made, from August 25, 2017 to February 7, 2023, in connection with the calls at issue in this matter to a cellular telephone number of a Settlement Class Member where the subject of the call was a Discover credit card account and the recipient of the call was not a customer of Discover, including, but not limited to, claims under or for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of an artificial or prerecorded voice (the "Released Claims").

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, which are set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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. Cal. Civ. Code § 1542.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. S.D.C.L. § 20-7-11.

Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

If you have any questions about the release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A SETTLEMENT AWARD

11. How can I get a Settlement Award?

To qualify for a Settlement Award, you must submit a Claim by **JUNE 7, 2023**. You may submit a Claim online or by mail. You may get a Claim Form on the Settlement Website, www.JacksonTCPASettlement.com. **Read the instructions carefully, fill out the Claim Form completely and accurately, sign it, and submit it.** To be valid, the Claim Form must be completed fully and accurately and submitted timely. A Claim Form may be submitted by mail to the Settlement Administrator at: Jackson v. Discover Financial Services, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324 or via the Settlement Website. If you are submitting your claim via the Settlement Website, it must be submitted no later than **JUNE 7, 2023**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by **JUNE 7, 2023**.

WHEN WILL I RECEIVE MY SETTLEMENT AWARD?

12. When would I receive a Settlement Award?

The Court will hold a Final Approval Hearing on July 25, 2023 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone entitled to a Settlement Award will be informed of the progress of the Settlement through information posted on the Settlement Website at www.JacksonTCPAsettlement.com. Please be patient.

13. Will my Settlement Award expire?

Yes. Settlement Awards are only valid for 120 days after the date on the check. If you fail to cash the check within the 120-day time period, you will be deemed to have forever waived and released your Claim for payment. Please act promptly.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you want to keep the right to sue or continue to sue Discover or a Released Party arising out of a Released Claim, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

You may request exclusion from the Settlement by sending a written request to the Settlement Administrator. Exclusion requests must include: (1) the full name and address of the Settlement Class Member requesting exclusion; (2) the telephone number called by Discover; (3) the following statement: "I request to be excluded from the Settlement in the Jackson action"; and (4) the Settlement Class Member's signature. Exclusion requests must be signed by the Settlement Class Member who is requesting exclusion. No request for exclusion will be valid unless timely submitted and all of the information described above is included. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

Exclusion requests must be postmarked by JUNE 7, 2023 and mailed to the following address:

Jackson v. Discover Financial Services, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Discover or a Released Party in the future.

15. If I do not exclude myself, can I sue Discover for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Discover or any Released Parties for the Released Claims that this Settlement resolves. If you already have a

lawsuit that may relate to the claims being released as part of this class Settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **JUNE 7, 2023**.

16. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not receive a Settlement Award and you cannot object to the Settlement because the Settlement no longer affects you. However, in the event a member of the Settlement Class submits both an exclusion request and a Claim Form, the Claim Form will control.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not think the Settlement is fair?

If you are in the Settlement Class and do not exclude yourself, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a timely, written objection in the manner described below, you are deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, including as to the award of any attorneys' fees and costs to Class Counsel and/or service award to Plaintiff.

To object, you must make your objection in writing, stating that you object to the Settlement in Jackson v. Discover Financial Services, Inc., and file it with the Court. To be valid, the written objection must: (1) state your full name and address; (2) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the you are a Settlement Class Member, including providing the cellular telephone number called; (3) include a statement of your specific objections; (4) state the grounds for your objection, as well as identify any documents which you desire the Court to consider; and (5) if the you are represented by an attorney, the name and contact information of your attorney.

To be considered, you must file your objections with the Court at the address below and mail your objections to Class Counsel and Discover at the addresses below no later than JUNE 7, 2023.

Jackson v. Discover Financial Services, Inc.

Case No. 1:21-cv-04529

Clerk of the Court

U.S. District Court for the Northern District of Illinois

219 South Dearborn Street

Chicago, IL 60604

For Class Counsel:

GREENWALD DAVIDSON RADBIL
PLLC

Michael L. Greenwald
5550 Glades Road, Suite 500
Boca Raton, FL 33431

For Discover:

STROOCK & STROOCK & LAVAN LLP

Arjun P. Rao
2029 Century Park East, 18th Floor
Los Angeles, CA 90067

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you both object and request to exclude yourself, the request to exclude yourself will control.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not receive a Settlement Award and you will give up your rights to sue Discover and/or any other Released Parties on a Released Claim. For more information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:30 a.m. CT on July 25, 2023. The hearing will take place remotely. The dial-in number for the public is: 650-479-3207; access code is: 23162003774. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 17 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel in attorneys' fees, and whether, and if so, how much to award to Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed and mailed on time, and meets the other criteria described in the settlement agreement, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 17 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, you must say that it is your "Notice of Intention to Appear" in "*Jackson v. Discover Financial Services, Inc.*, Case No. 1:21-cv-04529." The document must also include your name,

address, telephone number, that you are a class member, and your signature. The document must be filed with the Court at the address in Question 17 no later than **JUNE 7, 2023**. You cannot speak at the hearing if you exclude yourself from the settlement.

23. What will happen if the Court does not approve the Settlement?

If the Court does not finally approve the Settlement, or if it finally approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will receive no benefits from this Settlement and the lawsuit will continue.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is only a summary of the proposed Settlement. More details are in the settlement agreement. You can get a copy of the settlement agreement on the Settlement Website or you can write to the address below or call the Toll-Free Settlement Hotline, 1-833-709-0661.

Jackson v. Discover Financial Services, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

PLEASE DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DISCOVER, OR DISCOVER'S COUNSEL ABOUT THE SETTLEMENT.