Attorney No. 99000

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, Plaintiff, v. SANTANDER CONSUMER USA INC., Defendant.	NO.

FINAL CONSENT JUDGMENT

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of the State of Illinois, and Santander Consumer USA Inc. (collectively, with its subsidiaries and parent, Santander Consumer USA Holdings Inc., "Santander" or "Defendant"), appearing through its attorney, David Anders of Wachtell Lipton Rosen & Katz, having stipulated to the entry of this Final Judgment ("Judgment") by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Santander regarding any issue of law or fact alleged in the Complaint on file, and without Santander admitting any liability, and with all parties having waived their right to appeal, and the Court having considered the matter and good cause appearing:

IT IS HEREBY ORDERED THAT:

I. FINDINGS

1. This Court has jurisdiction over the subject matter of this lawsuit and over the Parties.

2. The terms of this Judgment shall be governed by the laws of the Illinois.

3. Entry of this Judgment is in the public interest and reflects a negotiated Judgment among the Parties.

4. Plaintiff and Santander (collectively the "Parties") have agreed to resolve the issues resulting from the Covered Conduct by entering into this Judgment.

5. This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Santander in any other action, or of Santander's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the Signatory Attorney General may file an action to enforce the terms of this Judgment.

6. It is the intent of the Parties that this Judgment not be admissible in other cases or binding on Santander in any respect other than in connection with the enforcement of this Judgment.

7. No part of this Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute.

II. DEFINITIONS

8. As used in this Judgment, the following words or terms shall have the following meanings:

a. "Ancillary Product" shall mean any service, product or insurance sold in conjunction with the Loan, including, but not limited to, guaranteed asset protection ("GAP") insurance, GAP waiver products, debt cancellation products, vehicle service contracts, etch, protection products and pre-paid maintenance plans. These are also referred to as "back end" products.

b. "Basic Living Expenses" means necessary monthly expenditures that a Consumer incurs, adjusted for inflation and geographic location, but does not include Monthly Debt Obligations. Basic living expenses includes, but is not limited to,

expenditures for utilities, food, transportation, healthcare, clothing, and dependent care.

c. "Consumer" shall mean any person who is committed by contract or other arrangement to make payments on all or part of any Loan.

d. "Covered Conduct" shall mean the underwriting and servicing practices of Santander in connection with Loans made to any Consumer in Illinois.

e. "DPM Dealer" shall mean a Dealer that was on Santander's high-risk dealer or dealer performance management list at any point during the Relevant Time Period.

f. "Dealer" shall mean any business entity that sells or leases new or used vehicles to a Consumer.

g. "Debt to Income" shall mean the ratio of the Monthly Debt Obligations for a Consumer on a Loan to that Consumer's gross monthly income. If a Loan has a borrower and a co-borrower (including a guarantor), Debt to Income shall mean the ratio of the total Monthly Debt Obligations for both Consumers on the Loan to the total of those Consumers' gross monthly income.

h. "Default" or "Defaulted" shall mean any Loan which has been charged-off, closed with a positive charge-off balance, or under which a vehicle has been repossessed.

i. "Deficiency" shall mean the balance due to Santander or any assignee of Santander on a Defaulted Loan after Santander has received the proceeds from the sale of the vehicle that secured the Loan and all refunds and/or proceeds due from third parties (e.g., GAP provider) on the Loan.

j. "Delinquent" shall mean any Loan in which the Consumer is delinquent for one or more sixty (60) day periods.

k. "Effective Date" shall mean May 1, 2020.

l. "Loan" or "Loans" shall mean the contract under which a Consumer agrees to pay for the acquisition of a vehicle over a set period of time. Loan refers to both (a) the closed-end contract between a Consumer and Santander and (b) a retail installment contract or closed-end contract between a Consumer and Dealer purchased by Santander.

m. "Mandatory Relief Consumer" shall mean a Consumer who entered into a Loan during the Relevant Time Period and where the following conditions are true:

    i. The Consumer had a loss forecasting score of less than or equal to 501;

    ii. The Consumer purchased a vehicle from a DPM Dealer while such Dealer

was on Santander's high-risk dealer or dealer performance management list;

iii. Santander purchased the Loan from the DPM Dealer while such Dealer was on the high-risk dealer or dealer performance management list;

iv. Santander did not obtain proof of income; ***and***

v. The Consumer has Defaulted.

n. "Monitoring Committee" shall mean the Multistate Executive Committee or the Attorneys General of states in the Multistate Working Group designated by the Multistate Executive Committee to oversee and monitor Santander's compliance with the terms of this Judgment.

o. "Monthly Debt Obligations" shall mean a Consumer's housing expenses, including monthly rent or mortgage payment, and required payments under any debt obligations (including the Consumer's monthly payment under the Loan and insurance for the vehicle to be obtained under the Loan). In calculating required payments under debt obligations, Santander shall include:

i. All tradelines with a fixed regular payment schedule reported to a consumer reporting agency ("CRA");

ii. The monthly payment reported by the CRA and, if not reported, Santander's estimate of the monthly payment for tradelines that do not have fixed regular payments; and

iii. If housing or vehicle insurance expenses are not provided by a Consumer or reported by a CRA, Santander shall include reasonable default amounts, based on geographic location, in its calculation of Monthly Debt Obligation to account for a consumer's housing and vehicle insurance expenses.

p. "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing California, Illinois, Maryland, New Jersey, Oregon, and Washington.

q. "Multistate Working Group" shall mean the Attorneys General and their staffs representing Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland[1], Michigan, Minnesota, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Virginia, Washington, West Virginia,

[1] With regard to Maryland, any references to the Attorney General or Attorneys General shall mean the Consumer Protection Division, Office of the Attorney General of Maryland.

and Wyoming.

r. "Owns", when referring to Santander Owning a Loan, means on the Company's balance sheet and not part of a securitization.

s. "Power booking," shall mean when a dealer misrepresents to Santander the equipment included on the car to be financed.

t. "Relevant Time Period" shall mean January 1, 2010 to the Effective Date.

u. "Residual Income" shall mean the Consumer's gross monthly income minus Monthly Debt Obligations. If the Consumer's income has been verified, the Verified Income, as opposed to stated income, shall be used in calculating the Consumer's Residual Income.

v. "Signatory Attorney General" shall mean Kwame Raoul, Attorney General of the State of Illinois, charged with enforcing the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.,* or their authorized designee, who has agreed to this Judgment.

w. "Treatments" shall mean screens, documentation requirements, stipulations and any other enhanced requirements that Santander uses to verify the accuracy of information submitted by a Dealer to Santander related to the sale of a vehicle by a Dealer to a Consumer.

x. "Verified Income" shall mean when, subsequent to receiving a credit application, Santander obtains written or oral verification, that the income information submitted on a credit application to Santander is accurate.

III. MONETARY RELIEF

9. Santander shall pay a total amount of $5,000,000 to the Multistate Working Group ("Multistate Payment"). The $5,000,000 shall be divided and a portion paid by Santander directly to each Participating Attorney General and the NAGTRI Endowment Fund maintained in trust by the National Association of Attorneys General in amounts to be designated by and in the sole discretion of the Multistate Executive Committee. Payment shall be made within ten (10) calendar days of Santander's receipt of written payment processing instructions from the Illinois Attorney General's office. Said payment shall be used by the States as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation or local

consumer aid fund or revolving fund, or any lawful purpose, at the sole discretion of each Attorney General of the Multistate Working Group. Santander shall make payment to the "Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund" in the amount of $1,170,571.43 pursuant to instructions provided by the Illinois Attorney General's Office. All funds placed in this account shall be used by the Illinois Attorney General for law enforcement activity and consumer educational programs associated with the enforcement of the Consumer Fraud Act. Santander is not entitled to any further accounting regarding the money deposited into the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund.

10. Within ten (10) calendar days of Santander's receipt of written payment processing instructions from the Illinois Attorney General's office, Santander shall pay a total amount of $65,000,000 to a trust account for a Settlement Administrator selected by the Multistate Executive Committee for the purpose of remediating alleged Consumer losses (the "Settlement Fund"). Santander shall separately pay an additional $2,000,000 to a consumer protection account for the Settlement Administrator's costs. Should the Settlement Administrator's costs not reach $2,000,000, the remaining funds in that trust account shall revert to Santander. The Multistate Executive Committee shall have sole discretion concerning the Consumers entitled to relief and the nature and amounts of such relief except that any such relief shall include amounts to Mandatory Relief Consumers. Santander agrees to provide the Multistate Executive Committee with information the Multistate Executive Committee deems necessary to determine which Consumers are entitled to relief, the amount of such relief, and how to locate Consumers entitled to relief including, but not necessarily limited to, providing the Consumer's name, last known address, last known contact information, and loan identification number. The Settlement

Administrator and/or Multistate Executive Committee shall provide all necessary tax reporting related to this agreement as required by law.

11. Santander shall provide additional Consumer relief as follows: (1) Santander shall not repossess and instead shall provide the title to the vehicle and waive the outstanding Loan balance for all Consumers who had a loss forecasting score of 401 or less and, as of December 31, 2019, have Defaulted but have not had their vehicle repossessed and (2) Santander shall not repossess and instead shall provide the title to the vehicle and waive the outstanding Loan balance for any Consumer with a loss forecasting score of 401 or less who defaults in the future. Santander shall implement the relief as described in (1) and (2) by providing the relief in (1) prior to the relief in (2). When the cumulative value of the outstanding Loan balances in (1) and (2) equals $45,000,000, Santander has met its obligations under this paragraph and does not need to provide additional relief pursuant to this paragraph.

12. Santander shall waive the Deficiency on Loans it Owns for a) Mandatory Relief Consumers and b) to the extent not included in a), Defaulted Consumers who had a loss forecasting score of 401 or less at the time of origination, when the loan was originated between January 1, 2013 and December 31, 2019, and who Defaulted within 12 months of origination of the Loan. In addition, Santander shall have an obligation to buy back such Loans originated between January 1, 2013 and December 31, 2017 in order to waive the Deficiency for those Loans, as set forth in paragraphs 14 and 15 below. The Consumers entitled to relief in this paragraph shall collectively be referred to as the "Deficiency Relief Consumers." If a Defaulted Consumer receives a payment under paragraph 10 but is not a Deficiency Relief Consumer, Santander agrees that it will not collect on or sell that Consumer's Loan for one year from when the Defaulted Consumer is sent

payment. The Multistate Working Group will send notice to the Company that payment has been sent to the Defaulted Consumer within 10 calendar days of such payment being sent.

13. The moratorium on collecting or selling certain Consumer's Loans described in paragraph 12 does not prohibit Santander from repossessing those Consumers' vehicles, except for those Consumers entitled to relief under paragraph 11.

14. Santander shall be required to waive Deficiencies only to the extent that Santander owns a Deficiency Relief Consumer's Loan as of December 31, 2019 or, for those loans originated between January 1, 2013 and December 31, 2017 which Santander no longer Owns, is able to repurchase a Deficiency Relief Consumer's Loan for equal to or less than the price at which it sold the Deficiency Relief Consumer's Loan to the third party. In order to waive the Deficiencies, Santander shall attempt to repurchase any Loans that may be held by third parties. Santander shall use best efforts to repurchase Deficiency Relief Consumer Loans and, after the Effective Date, shall not sell, transfer, or otherwise dispose of any Loans to avoid the provisions of this paragraph. Santander shall make all reasonable efforts to repurchase the Loans for which there is a Deficiency within 150 days of the Effective Date of the Judgment. After 150 days from the Effective Date, Santander may discontinue its efforts to repurchase the Loans for which there is a Deficiency that Santander does not own.

15. Santander agrees to provide the Multistate Working Group with a list of Deficiency Relief Consumers including the amount of each Deficiency and whether each such Deficiency has been waived. Santander further agrees to provide a detailed accounting of the amount the Loans were purchased for, a copy of correspondence requesting the purchase of the Loans from third parties at the previous purchase price, and any explanation of why Santander was unable to repurchase specific Loans including, but not limited to, rejection of Santander's offer by third

parties, denials based on the lapse of time or a lack of response to Santander's offer letters, which lack of response explanation should include the number of attempted communications and dates of the communications.

16. Santander agrees to provide notice to each CRA to which Santander reports, requesting the deletion of the trade lines associated with the account for all Deficiency Relief Consumers and for the Consumers who receive relief pursuant to Paragraph 11.

17. For a Defaulted Loan that Defaulted between January 1, 2010 and December 31, 2012, Santander will not attempt to either collect the Deficiency or sell the Loan.

IV. INJUNCTIVE RELIEF

18. Santander agrees to the following injunctive provisions:

a. Santander shall comply with the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq*

b. Santander shall review a Consumer's Residual Income prior to purchasing a Loan.

i. If only one Consumer is obligated to pay a Loan and that Consumer's Residual Income at the time of origination is zero or negative, Santander shall not purchase the Loan.

ii. If more than one Consumer is obligated to pay a Loan, Santander may purchase the Loan if at least one Consumer who is obligated to pay the Loan has a positive Residual Income at the time of origination. If all Consumers who are obligated to pay a Loan do not have a positive Residual Income at the time of origination, Santander shall ensure that all Consumers who are obligated to pay a Loan are informed that each Consumer is responsible for paying the entire Loan obligation should a co-signer not pay.

c. Santander shall not require any Dealer to sell any Ancillary Product.

d. In its evaluation of an application for a Loan, Santander shall account for a Consumer's ability to pay the Loan on its specific terms, consistent with the terms of this Judgment.

e. Santander shall set a reasonable Debt to Income threshold to ensure that Santander is reasonably evaluating a Consumer's ability to pay. At least annually,

Santander shall evaluate its Debt to Income calculation and threshold to ensure that it is reasonably accounting for Consumers' ability to pay.

f. Santander shall not purchase a Loan if the Consumer's Debt to Income exceeds the Debt to Income threshold.

g. Starting in the second quarter of 2020, and at least quarterly thereafter, Santander shall test a statistically relevant sample of Loans to monitor the accuracy of the Debt to Income calculation and compliance with the threshold.

h. Starting in the second quarter of 2020, and at least quarterly thereafter, Santander will back-test its portfolio of Defaulted Loans and provide relief according to the following:

   i. Santander will determine whether, at the time of origination, the Consumer's residual monthly income was zero or negative based on the following calculation: gross monthly income minus the sum of (1) the Consumer's Monthly Debt Obligations, (2) a reasonable estimate for the Consumer's Basic Living Expenses, and (3) a reasonable estimate for the Consumer's payroll taxes.[2]

   ii. For the classes of Consumers identified in 18(h)(iii)-(v) below, if the Consumer's residual monthly income was zero or negative based on the calculation in subparagraph 18(h)(i), for any loan that Santander Owns or has securitized, to the extent permitted by the relevant securitization documents, Santander shall waive any remaining Deficiency and provide notice to each CRA to which Santander reports, requesting that the CRA remove the trade line associated with the Loan.

   iii. In accordance with 18(h)(ii), if a Consumer had a loss forecasting score of 501 or below at the time of origination and Defaulted within 18 months from the date of origination, Santander shall waive any remaining Deficiency and request each CRA to which Santander reports remove the trade line associated with the Loan;

   iv. In accordance with 18(h)(ii), if a Consumer had a loss forecasting score between 502 and 600 at the time of origination and Defaulted within 12 months from the date of origination, Santander shall waive any remaining Deficiency and request each CRA to which Santander reports remove the trade line associated with the Loan; and

   v. In accordance with 18(h)(ii), if a Consumer had a loss forecasting score of 601 or above at the time of origination and Defaulted within 6 months from the date of origination, Santander shall waive any remaining

[2] "Payroll taxes" refers to either a stated amount of taxes withheld from a Consumer's paycheck, or an amount provided by Santander that would reasonably account for FICA, federal income tax and state income tax for that Consumer's income bracket based on that Consumer's geographic location.

Deficiency and request each CRA to which Santander reports remove the trade line associated with the Loan.

vi. Santander shall not substantially change its loss forecasting score formula. If Santander intends to substantially change its loss forecasting score formula, Santander shall provide 60 days' notice to the Monitoring Committee prior to implementation, which notice shall include information concerning the change in formula and its potential impact on this Subparagraph 18(h).

i. By December 31, 2020, Santander shall employ an income reasonability model, which uses historical consumer, third-party and geographic data, to determine confidence in stated income, to assist in determining whether additional manual review of the loan is required. Santander must reevaluate the model's assumptions on an annual basis for their reasonableness, and make appropriate changes when warranted. Santander shall record the basis for any update to the model and shall retain documents supporting its decision for a period of two (2) years from the update.

j. Santander shall take appropriate steps to monitor Dealers for possible income inflation, power booking or expense deflation. If Santander knows, or has reason to know, that a Dealer has engaged in, or is engaging in, income inflation, power booking or expense deflation, Santander shall apply additional Treatments to such Dealer.

k. Santander will develop, implement, and maintain procedures such that, when Santander applies additional Treatments to a Dealer to address any income inflation, power booking, or expense deflation at such Dealer, Santander will not permit exceptions to, waive or remove such additional Treatments related to the Dealer until it determines that the Dealer has taken appropriate steps to address the apparent income inflation, power booking, or expense deflation. Santander shall record the basis for this determination and retain documents supporting the decision for a period of two (2) years.

l. By June 30, 2020, if Santander must employ a default mortgage or rent payment value, such value must reasonably reflect such costs for the consumer's zip code or other reasonably designated geographic area. Further, Santander must reevaluate any default mortgage or rent payment values on an annual basis for their reasonableness, and make appropriate changes when warranted. Santander shall record the basis for any update to the default values and shall retain documents supporting its decision for a period of two (2) years from the date of any update.

m. Santander shall maintain policies and procedures with respect to deferments, forbearances, modifications, and other related servicing and collection matters, and ensure that these policies and procedures are followed by its employees.

n. Santander shall not misrepresent a Consumer's prospect of redeeming a vehicle that has been repossessed.

o. Santander shall clearly and prominently disclose during enrollment calls, on its extension[3] authorization forms, and on extension confirmation letters the following material terms of an extension: (i) the effect of an extension on a Consumer's Loan maturity date, (ii) the application of payments between interest and principal when the Consumer resumes making payments, and (iii) that the extension may delay repayment of principal, resulting in more interest accruing over the life of the Loan than if the Consumer had not entered into the extension.

p. Santander shall clearly and prominently disclose during enrollment calls, on written extension authorization forms, and on extension confirmation letters that the interest accruing during the extension period becomes immediately due when the Consumer resumes making payments; and

q. Santander shall not require Consumers to make payments through methods that require the Consumer to pay additional third-party fees, such as a money order.

V. RELEASE

19. By execution of this Judgment, the Signatory Attorney General shall release any civil claim the Attorney General could assert against Santander under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.,* arising out of the Covered Conduct prior to the Effective Date. Claims pertaining to civil rights and securities statutes and regulations are specifically excluded from this release. This release shall take effect 91 days after Santander makes the payments described in paragraphs 9 and 10. The Signatory Attorney General executes this release in its official capacity and releases only claims, referenced above, that the Signatory Attorney General has the authority to bring and release.

VI. MONITORING

20. Santander shall create and maintain, for a period of at least three (3) years (unless a shorter time is specified for specific records elsewhere in this Judgment), all records necessary

[3] "Extension" means an extension of the maturity date on a Consumer's Loan, through which the Consumer modifies the Consumer's Loan status from "delinquent" to "current," and restarts the time period that would otherwise be running toward Default.

to demonstrate Santander's compliance with obligations under the Judgment. Upon receipt of written notice from the Monitoring Committee asking that Santander provide a compliance report regarding Santander's obligations under this Judgment, Santander shall, within a reasonable period of time not to exceed 60 days, provide a report to the Monitoring Committee. The Monitoring Committee may not request the report pursuant to this paragraph more than once annually, unless the report shows that Santander is not in compliance. Should the report demonstrate that Santander is not in compliance with the obligations under the Judgment, Santander shall submit a remediation plan to the Monitoring Committee demonstrating Santander's plan to comply with the Judgment. The Monitoring Committee will provide its objection or non-objection to any remediation plan within 30 days of receipt of the remediation plan. The right of the Signatory Attorney General or any other member of the Multistate Working Group to object or not object to a remediation plan is in addition to any other lawful means of enforcement under this Judgment, and any non-objection under this paragraph shall not waive the right of the Signatory Attorney General or any other member of the Multistate Working Group to obtain relief for violations of this Judgment in court.

21. Santander shall cooperate with reasonable written requests for information relating to a Dealer or Dealers from a designated representative of the Monitoring Committee or the Signatory Attorney General's office.

VII. GENERAL PROVISIONS

22. This Judgment does not constitute an approval by the Signatory Attorney General of Santander's business practices, and Santander shall make no representation or claim to the contrary.

23. Any failure of the Signatory Attorney General or Santander to exercise its rights under this Judgment shall not constitute a waiver of its rights.

24. No part of the Judgment shall be construed to create, waive or limit a private cause of action.

25. Santander and the Signatory Attorney General hereby stipulate and agree that the Order of this Court to be issued pursuant to this Judgment shall act as an injunction under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq*.

26. Santander admits to the jurisdiction of the Court and consents to the entry of this Judgment and to the rights of the Signatory Attorney General to enforce the terms and conditions of this Judgment.

27. If any portion of the Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, then such portion will be severed from the remainder and will not affect the validity and enforceability of the remaining portions of the Judgment.

28. Nothing in this Judgment shall be construed to waive or limit any claim of sovereign immunity Illinois may have in any action or proceeding.

29. Any failure by any Party to this Judgment to insist upon the strict performance by any other Party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of the Judgment.

30. Santander shall notify its officers and directors and use reasonable efforts to notify its employees, agents, and contractors responsible for carrying out and effecting the terms of this Judgment of the obligations, duties, and responsibilities imposed on Santander by this Judgment.

31. This Judgment is intended to be for the benefit of the Parties and does not create any other third-party rights.

32. This Judgment is governed by the laws of Illinois.

33. This Court shall retain jurisdiction to enforce the terms of this Judgment. Subparagraphs 18(b), (d)-(g), (i)-(l) and (o)-(q) of this Judgment shall be in effect for a period of seven (7) years from the date of implementation. Subparagraph 18(h) of this Judgment shall be in effect for a period of four (4) years from the implementation of the back-test described in subparagraph 18(h). The expiration of Subparagraphs 18(b), (d)-(l), and (o)-(q) is contingent upon Santander not having been adjudged by a court in any Multistate Working Group state to have violated any provision of Paragraph 18 of any Multistate Working Group Judgment. If, prior to the Effective Date plus seven (7) years, Santander is adjudged by a court in any Multistate Working Group state to have violated any provision of any Multistate Working Group Judgment, Santander shall continue to be subject to Subparagraphs 18(b), (d)-(g), (i)-(l) and (o)-(q) of this Judgment in all Multistate Working Group States for seven (7) years and Subparagraph 18(h) for four (4) years from the date of the court's decision. This paragraph is in addition to all other remedies available to Illinois in law and equity.

34. Each Party and signatory to this Judgment represents that it freely and voluntarily enters into this Judgment without any degree of duress or compulsion.

35. For the purposes of construing the Judgment, this Judgment shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any dispute.

36. This Judgment constitutes the complete Judgment between the Parties. This Judgment may not be amended except by written consent of the Parties.

37. The undersigned counsel represents and warrants that he is fully authorized to execute this Judgment on behalf of Illinois.

38. The undersigned counsel represents and warrants that he is fully authorized to execute this Judgment on behalf of Santander.

39. This Judgment may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Judgment.

40. All parties consent to the disclosure to the public of this Judgment by Santander and the Signatory Attorney General.

41. Nothing in this Judgment shall be construed as relieving Santander of its obligations to comply with all state and federal laws, regulations, or rules, or granting Santander permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

42. This court retains jurisdiction of the Judgment and the Parties for purpose of enforcing and modifying the Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

43. Any notices required to be sent to the Signatory Attorney General or to Santander under this Judgment shall be sent by certified mail, return-receipt requested, or other tracked mail delivery service. The documents shall be sent to the following addresses:

For the State of Illinois:

Greg Grzeskiewicz
Bureau Chief
Consumer Fraud Bureau
100 West Randolph Street, 12th floor
Chicago, Illinois 60601
ggrzeskiewicz@atg.state.il.us

For Santander:

David B. Anders
Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019

DBAnders@wlrk.com

IT IS SO ORDERED, ADJUDGED AND DECREED this _____ day of _____, 2020.

_____
Presiding Judge

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR PLAINTIFF, PEOPLE OF THE STATE OF ILLINOIS

By: _____ Date: 5/18/2020

Greg Grzeskiewicz
Bureau Chief
Consumer Fraud Bureau
100 West Randolph Street, 12th floor
Chicago, Illinois 60601
ggrzeskiewicz@atg.state.il.us
Attorney No. 99000

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: 5/13/2020

Mary E. Spitz
Sottile & Barile, LLC
1415 West 22nd St., Tower Floor
Oak Brook, IL 60523

By: _____ Date: _____

David B. Anders
Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019

Counsel for Santander Consumer USA Inc.

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: May 15, 2020

Christopher F. Pfirrman
Chief Legal Officer
Santander Consumer USA Inc.

APPROVED AS TO FORM FOR ENTRY:

FOR PLAINTIFF, PEOPLE OF THE STATE OF ILLINOIS

By: _____ Date: 5/18/2020

Greg Grzeskiewicz
Bureau Chief
Consumer Fraud Bureau
100 West Randolph Street, 12th floor
Chicago, Illinois 60601
ggrzeskiewicz@atg.state.il.us
Attorney No. 99000

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: _____

Mary E. Spitz, ARDC #6299644

By: _____ Date: _____

David B. Anders
Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019

Counsel for Santander Consumer USA Inc.

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: _____

Christopher F. Pfirrman
Chief Legal Officer
Santander Consumer USA Inc.

APPROVED AS TO FORM FOR ENTRY:

FOR PLAINTIFF, PEOPLE OF THE STATE OF ILLINOIS

By: _____ Date: 5/18/2020

Greg Grzeskiewicz
Bureau Chief
Consumer Fraud Bureau
100 West Randolph Street, 12th floor
Chicago, Illinois 60601
ggrzeskiewicz@atg.state.il.us
Attorney No. 99000

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: 5/13/2020

Mary E. Spitz

Sottile & Barile, LLC
1415 West 22nd St., Tower Floor
Oak Brook, IL 60523

By: _____ Date: _____

David B. Anders
Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019

Counsel for Santander Consumer USA Inc.

FOR SANTANDER CONSUMER USA INC.

By: _____ Date: May 15, 2020

Christopher F. Pfirrman
Chief Legal Officer
Santander Consumer USA Inc.