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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

SANTANDER CONSUMER USA INC.,

Defendant.

NO. 20-2-08989-3

CONSENT DECREE

[CLERK’S ACTION REQUIRED]

I. JUDGMENT SUMMARY

- | | | |
|-----|--------------------------------------|---|
| 1.1 | Judgment Creditor | State of Washington |
| 1.2 | Judgment Debtors | Santander Consumer USA Inc. |
| 1.3 | Principal Judgment Amount | \$585,285.71 |
| | (from date Payment due in Para. 4.1) | |
| 1.4 | Post Judgment Interest Rate | 12% per annum |
| 1.5 | Attorney for Judgment Creditor: | Katharine Barach
Assistant Attorney General |
| 1.6 | Attorneys for Judgment Debtors: | David B. Anders
Wachtell, Lipton, Rosen & Katz
Lucy E. Morris
Hudson Cook, LLP |

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

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

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

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

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

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

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

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

23 ii. The Consumer purchased a vehicle from a DPM Dealer while such
24 Dealer was on Santander's high-risk dealer or dealer performance
25 management list;

26 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 Consent Decree.

o. "Monthly Debt Obligations" shall mean a Consumer's housing expenses,

1 including monthly rent or mortgage payment, and required payments under any
2 debt obligations (including the Consumer's monthly payment under the Loan
3 and insurance for the vehicle to be obtained under the Loan). In calculating
4 required payments under debt obligations, Santander shall include:

- 5 i. All tradelines with a fixed regular payment schedule reported to a
6 consumer reporting agency ("CRA");
- 7 ii. The monthly payment reported by the CRA and, if not reported,
8 Santander's estimate of the monthly payment for tradelines that do not
9 have fixed regular payments; and
- 10 iii. If housing or vehicle insurance expenses are not provided by a
11 Consumer or reported by a CRA, Santander shall include reasonable
12 default amounts, based on geographic location, in its calculation of
13 Monthly Debt Obligation to account for a consumer's housing and
14 vehicle insurance expenses.
- 15 p. "Multistate Executive Committee" shall mean the Attorneys General and their
16 staffs representing California, Illinois, Maryland, New Jersey, Oregon, and
17 Washington.
- 18 q. "Multistate Working Group" shall mean the Attorneys General and their staffs
19 representing Arizona, Arkansas, California, Connecticut, District of Columbia,
20 Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana,
21 Maine, Maryland¹, Michigan, Minnesota, Nebraska, New Hampshire, New
22 Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode
23 Island, South Carolina, Tennessee, Utah, Virginia, Washington, West Virginia,
24 and Wyoming.
- 25 r. "Owns", when referring to Santander Owning a Loan, means on the Company's
26 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 the Attorney General or other

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.

1 appropriate entity of the State of Washington charged with enforcing the
2 Consumer Protection Act, RCW 19.86, or their authorized designee, who has
agreed to this Consent Decree.

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

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

8 **IV. MONETARY RELIEF**

9 4.1 Santander shall pay a total amount of \$5,000,000 to the Multistate Working
10 Group ("Multistate Payment"). The \$5,000,000 shall be divided and a portion paid by Santander
11 directly to each Participating Attorney General and the NAGTRI Endowment Fund maintained
12 in trust by the National Association of Attorneys General in amounts to be designated by and in
13 the sole discretion of the Multistate Executive Committee. Payment shall be made within ten
14 (10) calendar days of Santander's receipt of written payment processing instructions from the
15 Illinois Attorney General's office. The Attorney General shall use said payment for recovery of
16 its costs and attorneys' fees in investigating this matter, future monitoring and enforcement of
17 this Consent Decree, future enforcement of RCW 19.86, or for any lawful purpose in the
18 discharge of the Attorney General's duties at the sole discretion of the Attorney General.

19 4.2 Within ten (10) calendar days of Santander's receipt of written payment
20 processing instructions from the Illinois Attorney General's office, Santander shall pay a total
21 amount of \$65,000,000 to a trust account for a Settlement Administrator selected by the
22 Multistate Executive Committee for the purpose of remediating alleged Consumer losses (the
23 "Settlement Fund"). Santander shall separately pay an additional \$2,000,000 to a trust account
24 for the Settlement Administrator's costs. Should the Settlement Administrator's costs not reach
25 \$2,000,000, the remaining funds in that trust account shall revert to Santander. The Multistate
26 Executive Committee shall have sole discretion concerning the Consumers entitled to relief and

1 the nature and amounts of such relief except that any such relief shall include amounts to
2 Mandatory Relief Consumers. Santander agrees to provide the Multistate Executive Committee
3 with information the Multistate Executive Committee deems necessary to determine which
4 Consumers are entitled to relief, the amount of such relief, and how to locate Consumers entitled
5 to relief including, but not necessarily limited to, providing the Consumer's name, last known
6 address, last known contact information, and loan identification number. The Settlement
7 Administrator and/or Multistate Executive Committee shall provide all necessary tax reporting
8 related to this agreement as required by law.

9 4.3 Santander shall provide additional Consumer relief as follows: (1) Santander shall
10 not repossess and instead shall provide the title to the vehicle and waive the outstanding Loan
11 balance for all Consumers who had a loss forecasting score of 401 or less and, as of December
12 31, 2019, have Defaulted but have not had their vehicle repossessed and (2) Santander shall not
13 repossess and instead shall provide the title to the vehicle and waive the outstanding Loan
14 balance for any Consumer with a loss forecasting score of 401 or less who defaults in the future.
15 Santander shall implement the relief as described in (1) and (2) by providing the relief in (1)
16 prior to the relief in (2). When the cumulative value of the outstanding Loan balances in (1) and
17 (2) equals \$45,000,000, Santander has met its obligations under this paragraph and does not need
18 to provide additional relief pursuant to this paragraph.

19 4.4 Santander shall waive the Deficiency on Loans it Owns for a) Mandatory Relief
20 Consumers and b) to the extent not included in a), Defaulted Consumers who had a loss
21 forecasting score of 401 or less at the time of origination, when the loan was originated between
22 January 1, 2013 and December 31, 2019, and who Defaulted within 12 months of origination of
23 the Loan. In addition, Santander shall have an obligation to buy back such Loans originated
24 between January 1, 2013 and December 31, 2017 in order to waive the Deficiency for those
25 Loans, as set forth in paragraphs 4.6 and 4.7 below. The Consumers entitled to relief in this
26 paragraph shall collectively be referred to as the "Deficiency Relief Consumers." If a Defaulted

1 Consumer receives a payment under paragraph 4.2 but is not a Deficiency Relief Consumer,
2 Santander agrees that it will not collect on or sell that Consumer's Loan for one year from when
3 the Defaulted Consumer is sent payment. The Multistate Working Group will send notice to the
4 Company that payment has been sent to the Defaulted Consumer within 10 calendar days of such
5 payment being sent.

6 4.5 The moratorium on collecting or selling certain Consumer's Loans described in
7 paragraph 4.4 does not prohibit Santander from repossessing those Consumers' vehicles, except
8 for those Consumers entitled to relief under paragraph 4.3.

9 4.6 Santander shall be required to waive Deficiencies only to the extent that
10 Santander owns a Deficiency Relief Consumer's Loan as of December 31, 2019 or, for those
11 loans originated between January 1, 2013 and December 31, 2017 which Santander no longer
12 Owns, is able to repurchase a Deficiency Relief Consumer's Loan for equal to or less than the
13 price at which it sold the Deficiency Relief Consumer's Loan to the third party. In order to waive
14 the Deficiencies, Santander shall attempt to repurchase any Loans that may be held by third
15 parties. Santander shall use best efforts to repurchase Deficiency Relief Consumer Loans and,
16 after the Effective Date, shall not sell, transfer, or otherwise dispose of any Loans to avoid the
17 provisions of this paragraph. Santander shall make all reasonable efforts to repurchase the Loans
18 for which there is a Deficiency within 150 days of the Effective Date of the Consent Decree.
19 After 150 days from the Effective Date, Santander may discontinue its efforts to repurchase the
20 Loans for which there is a Deficiency that Santander does not own.

21 4.7 Santander agrees to provide the Multistate Working Group with a list of
22 Deficiency Relief Consumers including the amount of each Deficiency and whether each such
23 Deficiency has been waived. Santander further agrees to provide a detailed accounting of the
24 amount the Loans were purchased for, a copy of correspondence requesting the purchase of the
25 Loans from third parties at the previous purchase price, and any explanation of why Santander
26 was unable to repurchase specific Loans including, but not limited to, rejection of Santander's

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

4 4.8 Santander agrees to provide notice to each CRA to which Santander reports,
5 requesting the deletion of the trade lines associated with the account for all Deficiency Relief
6 Consumers and for the Consumers who receive relief pursuant to Paragraph 4.3.

7 4.9 For a Defaulted Loan that Defaulted between January 1, 2010 and December 31,
8 2012, Santander will not attempt to either collect the Deficiency or sell the Loan.

9 V. INJUNCTIVE RELIEF

10 5.1 Santander agrees to the following injunctive provisions:

- 11 a. Santander shall comply with the Consumer Protection Act (CPA), RCW 19.86.
- 12 b. Santander shall review a Consumer's Residual Income prior to purchasing a
13 Loan.
- 14 i. If only one Consumer is obligated to pay a Loan and that Consumer's
15 Residual Income at the time of origination is zero or negative,
Santander shall not purchase the Loan.
- 16 ii. If more than one Consumer is obligated to pay a Loan, Santander may
17 purchase the Loan if at least one Consumer who is obligated to pay
18 the Loan has a positive Residual Income at the time of origination. If
19 all Consumers who are obligated to pay a Loan do not have a positive
20 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.
- 21 c. Santander shall not require any Dealer to sell any Ancillary Product.
- 22 d. In its evaluation of an application for a Loan, Santander shall account for a
23 Consumer's ability to pay the Loan on its specific terms, consistent with the
24 terms of this Consent Decree.
- 25 e. Santander shall set a reasonable Debt to Income threshold to ensure that
26 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.

- 1 f. Santander shall not purchase a Loan if the Consumer's Debt to Income exceeds
the Debt to Income threshold.
- 2 g. Starting in the second quarter of 2020, and at least quarterly thereafter,
3 Santander shall test a statistically relevant sample of Loans to monitor the
accuracy of the Debt to Income calculation and compliance with the threshold.
- 4 h. Starting in the second quarter of 2020, and at least quarterly thereafter,
5 Santander will back-test its portfolio of Defaulted Loans and provide relief
6 according to the following:
- 7 i. Santander will determine whether, at the time of origination, the
Consumer's residual monthly income was zero or negative based on
8 the following calculation: gross monthly income minus the sum of (1)
the Consumer's Monthly Debt Obligations, (2) a reasonable estimate
9 for the Consumer's Basic Living Expenses, and (3) a reasonable
10 estimate for the Consumer's payroll taxes.²
- 11 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
12 the calculation in subparagraph 5.1(h)(i), for any loan that Santander
Owns or has securitized, to the extent permitted by the relevant
13 securitization documents, Santander shall waive any remaining
Deficiency and provide notice to each CRA to which Santander
14 reports, requesting that the CRA remove the trade line associated with
the Loan.
- 15 iii. In accordance with 18(h)(ii), if a Consumer had a loss forecasting
16 score of 501 or below at the time of origination and Defaulted within
17 18 months from the date of origination, Santander shall waive any
remaining Deficiency and request each CRA to which Santander
18 reports remove the trade line associated with the Loan;
- 19 iv. In accordance with 18(h)(ii), if a Consumer had a loss forecasting
20 score between 502 and 600 at the time of origination and Defaulted
within 12 months from the date of origination, Santander shall waive
21 any remaining Deficiency and request each CRA to which Santander
reports remove the trade line associated with the Loan; and
- 22 v. In accordance with 18(h)(ii), if a Consumer had a loss forecasting
23 score of 601 or above at the time of origination and Defaulted within
24 6 months from the date of origination, Santander shall waive any

25 _____
26 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.

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

- 3 vi. Santander shall not substantially change its loss forecasting score
4 formula. If Santander intends to substantially change its loss
5 forecasting score formula, Santander shall provide 60 days' notice to
6 the Monitoring Committee prior to implementation, which notice
7 shall include information concerning the change in formula and its
8 potential impact on this Subparagraph 5.1(h).
- 9 i. By December 31, 2020, Santander shall employ an income reasonability model,
10 which uses historical consumer, third-party and geographic data, to determine
11 confidence in stated income, to assist in determining whether additional manual
12 review of the loan is required. Santander must reevaluate the model's
13 assumptions on an annual basis for their reasonableness, and make appropriate
14 changes when warranted. Santander shall record the basis for any update to the
15 model and shall retain documents supporting its decision for a period of two (2)
16 years from the update.
- 17 j. Santander shall take appropriate steps to monitor Dealers for possible income
18 inflation, power booking or expense deflation. If Santander knows, or has
19 reason to know, that a Dealer has engaged in, or is engaging in, income
20 inflation, power booking or expense deflation, Santander shall apply additional
21 Treatments to such Dealer.
- 22 k. Santander will develop, implement, and maintain procedures such that, when
23 Santander applies additional Treatments to a Dealer to address any income
24 inflation, power booking, or expense deflation at such Dealer, Santander will
25 not permit exceptions to, waive or remove such additional Treatments related
26 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.

- 1 n. Santander shall not misrepresent a Consumer’s prospect of redeeming a vehicle
2 that has been repossessed.
- 3 o. Santander shall clearly and prominently disclose during enrollment calls, on its
4 extension³ authorization forms, and on extension confirmation letters the
5 following material terms of an extension: (i) the effect of an extension on a
6 Consumer’s Loan maturity date, (ii) the application of payments between
7 interest and principal when the Consumer resumes making payments, and (iii)
8 that the extension may delay repayment of principal, resulting in more interest
9 accruing over the life of the Loan than if the Consumer had not entered into the
10 extension.
- 11 p. Santander shall clearly and prominently disclose during enrollment calls, on
12 written extension authorization forms, and on extension confirmation letters
13 that the interest accruing during the extension period becomes immediately due
14 when the Consumer resumes making payments; and
- 15 q. Santander shall not require Consumers to make payments through methods that
16 require the Consumer to pay additional third-party fees, such as a money order.

17 VI. RELEASE

18 6.1 By execution of this Consent Decree, the Signatory Attorney General shall release
19 any civil claim the Attorney General could assert against Santander under the CPA arising out of
20 the Covered Conduct prior to the Effective Date. Claims pertaining to civil rights and securities
21 statutes and regulations are specifically excluded from this release. This release shall take effect 91
22 days after Santander makes the payments described in paragraphs 4.1 and 4.2. The Signatory
23 Attorney General executes this release in its official capacity and releases only claims, referenced
24 above, that the Signatory Attorney General has the authority to bring and release.

25 VII. MONITORING

26 7.1 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 Consent Decree), all records necessary
to demonstrate Santander’s compliance with obligations under the Consent Decree. Upon receipt
of written notice from the Monitoring Committee asking that Santander provide a compliance report

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.

1 regarding Santander's obligations under this Consent Decree, Santander shall, within a reasonable
2 period of time not to exceed 60 days, provide a report to the Monitoring Committee. The Monitoring
3 Committee may not request the report pursuant to this paragraph more than once annually, unless
4 the report shows that Santander is not in compliance. Should the report demonstrate that Santander
5 is not in compliance with the obligations under the Consent Decree, Santander shall submit a
6 remediation plan to the Monitoring Committee demonstrating Santander's plan to comply with the
7 Consent Decree. The Monitoring Committee will provide its objection or non-objection to any
8 remediation plan within 30 days of receipt of the remediation plan. The right of the Signatory
9 Attorney General or any other member of the Multistate Working Group to object or not object to
10 a remediation plan is in addition to any other lawful means of enforcement under this Consent
11 Decree, and any non-objection under this paragraph shall not waive the right of the Signatory
12 Attorney General or any other member of the Multistate Working Group to obtain relief for
13 violations of this Consent Decree in court.

14 7.2 Santander shall cooperate with reasonable written requests for information relating
15 to a Dealer or Dealers from a designated representative of the Monitoring Committee or the
16 Signatory Attorney General's office.

17 **VIII. GENERAL PROVISIONS**

18 8.1 This Consent Decree does not constitute an approval by the Signatory Attorney
19 General of Santander's business practices, and Santander shall make no representation or claim to
20 the contrary.

21 8.2 Any failure of the Signatory Attorney General or Santander to exercise its rights
22 under this Consent Decree shall not constitute a waiver of its rights.

23 8.3 No part of the Consent Decree shall be construed to create, waive or limit a private
24 cause of action.

1 8.4 Santander and the Signatory Attorney General hereby stipulate and agree that the
2 Order of this Court to be issued pursuant to this Consent Decree shall act as an injunction under the
3 CPA.

4 8.5 Santander admits to the jurisdiction of the Court and consents to the entry of this
5 Consent Decree and to the rights of the Signatory Attorney General to enforce the terms and
6 conditions of this Consent Decree.

7 8.6 If any portion of the Consent Decree is held to be invalid, unenforceable, or void for
8 any reason whatsoever, then such portion will be severed from the remainder and will not affect the
9 validity and enforceability of the remaining portions of the Consent Decree.

10 8.7 Nothing in this Consent Decree shall be construed to waive or limit any claim of
11 sovereign immunity the State of Washington may have in any action or proceeding.

12 8.8 Any failure by any Party to this Consent Decree to insist upon the strict performance
13 by any other Party of any of the provisions of this Consent Decree shall not be deemed a waiver of
14 any of the provisions of this Consent Decree, and such Party, notwithstanding such failure, shall
15 have the right thereafter to insist upon the specific performance of any and all of the provisions of
16 the Consent Decree.

17 8.9 Santander shall notify its officers and directors and use reasonable efforts to notify
18 its employees, agents, and contractors responsible for carrying out and effecting the terms of this
19 Consent Decree of the obligations, duties, and responsibilities imposed on Santander by this
20 Consent Decree.

21 8.10 This Consent Decree is intended to be for the benefit of the Parties and does not
22 create any other third-party rights.

23 8.11 This Consent Decree is governed by the laws of the State of Washington.

24 8.12 This Court shall retain jurisdiction to enforce the terms of this Consent Decree.
25 Subparagraphs 5.1(b), (d)-(g), (i)-(l) and (o)-(q) of this Consent Decree shall be in effect for a period
26 of seven (7) years from the date of implementation. Subparagraph 5.1(h) of this Consent Decree

1 shall be in effect for a period of four (4) years from the implementation of the back-test described
2 in subparagraph 5.1(h). The expiration of Subparagraphs 5.1(b), (d)-(l), and (o)-(q) is contingent
3 upon Santander not having been adjudged by a court in any Multistate Working Group state to have
4 violated any provision of Paragraph 5.1 of any Multistate Working Group judgment. If, prior to the
5 Effective Date plus seven (7) years, Santander is adjudged by a court in any Multistate Working
6 Group state to have violated any provision of any Multistate Working Group judgment, Santander
7 shall continue to be subject to Subparagraphs 5.1(b), (d)-(g), (i)-(l) and (o)-(q) of this Consent
8 Decree in all Multistate Working Group States for seven (7) years and Subparagraph 5.1(h) for four
9 (4) years from the date of the court's decision. This paragraph is in addition to all other remedies
10 available to the State of Washington in law and equity.

11 8.13 Each Party and signatory to this Consent Decree represents that it freely and
12 voluntarily enters into this Consent Decree without any degree of duress or compulsion.

13 8.14 For the purposes of construing the Consent Decree, this Consent Decree shall be
14 deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party
15 for that reason in any dispute.

16 8.15 This Consent Decree constitutes the complete agreement between the Parties. This
17 Consent Decree may not be amended except by written consent of the Parties.

18 8.16 The undersigned counsel represents and warrants that she is fully authorized to
19 execute this Consent Decree on behalf of the State of Washington.

20 8.17 The undersigned counsel represents and warrants that she is fully authorized to
21 execute this Consent Decree on behalf of Santander.

22 8.18 This Consent Decree may be executed in counterparts, each of which constitutes an
23 original and all of which constitute one and the same Consent Decree.

24 8.19 All parties consent to the disclosure to the public of this Consent Decree by
25 Santander and the Signatory Attorney General.
26

1 8.20 Nothing in this Consent Decree shall be construed as relieving Santander of its
2 obligations to comply with all state and federal laws, regulations, or rules, or granting Santander
3 permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

4 8.21 This court retains jurisdiction of the Consent Decree and the Parties for purpose of
5 enforcing and modifying the Consent Decree and for the purpose of granting such additional relief
6 as may be necessary and appropriate.

7 8.22 Any notices required to be sent to the Signatory Attorney General or to Santander
8 under this Consent Decree shall be sent by certified mail, return-receipt requested, or other tracked
9 mail delivery service. The documents shall be sent to the following persons or any person
10 subsequently designated by the parties:

11 For Plaintiff:

12 Office of the Attorney General
13 Consumer Protection Division
14 Attention: Kate Barach
15 Assistant Attorney General
16 800 Fifth Avenue, Suite 2000
17 Seattle, WA 98104-3188

For Defendant:

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

18 8.23 The Clerk of the Court is ordered to immediately enter the foregoing Consent
19 Decree.

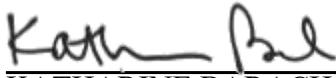
20 APPROVED FOR FILING and SO ORDERED this _____ day of _____, 2020.

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22 _____
23 JUDGE/COURT COMMISSIONER

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Presented by:

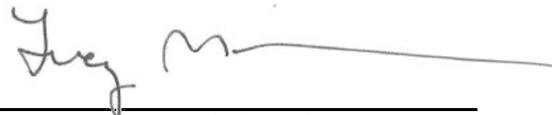
ROBERT W. FERGUSON
Attorney General



KATHARINE BARACH, WSBA # 51766
Assistant Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7744

Attorney for Plaintiff State of Washington

Approved as to form for entry, notice of
presentation waived by:



LUCY E. MORRIS, WSBA # 16510
Hudson Cook, LLP
1909 K Street NW, 4th Floor
Washington, DC 20006
(202) 327-9710

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

Attorneys for Defendant Santander
Consumer USA Inc.



CHRISTOPHER K. PFIRMAN
Chief Legal Officer

Santander Consumer USA Inc.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 20-2-08989-3
Case Title: State of Washington vs Santander Consumer USA Inc.

Document Title: Order

Signed By: Brad Moore
Date: May 19, 2020



Judge/Commissioner: Brad Moore

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: FC8744E49A72FF0F850BE061D5A0A1A293B475BB

Certificate effective date: 5/22/2017 2:57:35 PM

Certificate expiry date: 5/22/2022 2:57:35 PM

Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=kcdja, O=kcdja,
CN="Brad Moore: kHmbWor95BGfWFJmHl1GsA=="