STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. CREDIT ACCEPTANCE CORPORATION, Defendant.	NO. 26-2-30433-5 SEA CONSENT DECREE **[CLERK'S ACTION REQUIRED]**

WHEREAS this matter having been opened by Washington State Office of the Attorney General ("Washington Attorney General") as an investigation to ascertain whether Credit Acceptance Corporation, including its subsidiaries, successors and assigns engaged in violations of RCW 19.86, the Consumer Protection Act (CPA) ("the Investigation");

WHEREAS Defendant, with a main business address of 25505 West Twelve Mile Road, Southfield, Michigan 48034 is an indirect finance company that offers financing programs that allow Dealers to sell vehicles and certain ancillary products to consumers by entering into Contracts in Washington;

WHEREAS, based on the Investigation, the Washington Attorney General among other things, alleges that Defendant committed violations of the CPA in connection with offering such financing and servicing Contracts;

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

WHEREAS Defendant denies any and all violations of law alleged by the Washington Attorney General;

WHEREAS Defendant has cooperated with the Multistate Executive Committee and Multistate Working Group during the Investigation and in negotiating this Consent Decree;

WHEREAS, State of Washington, and Defendant (collectively, "Parties") have reached an agreement thereby resolving the issues in controversy and concluding the investigation without need for further action, and consented to the entry of the within order ("Consent Decree") without Defendant having admitted any fact or violation of law, and for good cause shown:

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. FINDINGS

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

2. The terms of this Consent Decree shall be governed by the laws of Washington.

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

4. The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into this Consent Decree.

5. This Consent Decree shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendant in any other action, or of Defendant'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 Consent Decree. This Consent Decree is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the State of Washington may file an action to enforce the terms of this Consent Decree.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

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

7. Nothing in this Consent Decree shall create a private right of action and/or limit any individual's rights or remedies under federal or state law.

II. DEFINITIONS

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

a. "Accountholder" shall mean any consumer who has a Contract with Defendant.

b. "Ancillary Product" shall mean guaranteed asset protection ("GAP") and vehicle service contracts ("VSC") financed by Defendant.

c. "Applicable Consumer Protection Laws" shall mean the CPA and Consumer Financial Protection Act, 12 USC §§ 5481 *et seq.*

d. "CAPS" shall refer to the Credit Approval Processing System, Defendant's proprietary software used by Dealers to process Contract applications.

e. "Clear and Conspicuous" means a statement, representation, or term differing from other statements, representations, or terms being made so as to be readily noticeable to the person to whom it is being disclosed either by its size, sound, length of time, color, placement in the advertisement, or the like.

f. "Contract" shall mean a retail installment or closed end credit contract for the purchase of a vehicle between a Dealer and consumer that is purchased by, or assigned to and serviced by, Defendant.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

g. "Covered Conduct" shall mean any conduct related to the origination, funding, purchasing, and/or obtaining the rights of a Contract, servicing or collecting, the financing of Ancillary Products or oversight of Dealers.

h. "Credit Acceptance Score" shall mean Defendant's proprietary credit scoring system which considers numerous variables to calculate a composite credit score that corresponds to an expected collection rate.

i. "Credit Invisible Consumers" shall mean a consumer with no Credit Score.

j. "Credit Score" shall refer to a credit risk score or consumer credit score generated by a reputable third-party, with scores generally ranging from 300 to 850, with higher scores reflecting lower estimated credit risk, such as the score generated by the Fair Isaac Corporation, known as a "FICO" score, or provided by VantageScore. If Defendant wishes to change the credit scoring system it uses for purposes of implementing the provisions set forth herein from FICO or VantageScore to some other credit scoring system, that system must be substantially equivalent to FICO or VantageScore. If Defendant intends to change its credit scoring system from FICO or VantageScore for purposes of implementing the provisions set forth herein, Defendant shall provide 60 days' notice to the Multistate Executive Committee prior to implementation of the new scoring system, which notice shall include information concerning the change in credit scoring and any potential impact on the terms of this Consent Decree, including analysis comparing which account holders are covered under the prior credit score as compared to the new credit score.

k. "Dealer" shall mean any business entity that sells new or used vehicles to a consumer and has a contractual business relationship with Defendant.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

l. "Deficiency Balance" shall mean the amount due and owing on the account after the application of vehicle auction sale proceeds.

m. "Early Defaulted Account" shall mean: (1) accounts where accountholders had a Credit Acceptance Score at the time of origination of less than 56 and a PTNI ratio at origination equal to or greater than 13%; (2) the vehicle associated with the account was sold as a result of a voluntary surrender or involuntary repossession that occurred within 18 months of origination; and (3) the account was originated from November 1, 2015, to November 30, 2025.

n. "Effective Date" shall mean November 2, 2026.

o. "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing California, Illinois, Maryland, New Jersey, Arkansas, Minnesota and New York.

p. "Multistate Working Group" shall mean (i) the Multistate Executive Committee, (ii) the Attorneys General and their staffs representing Alabama, Alaska, Arizona, Colorado, Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Louisiana, Maine, Michigan, Nevada, Nebraska, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, Wisconsin, and the District of Columbia, (iii) the Office of Consumer Protection of the State of Hawaii, and (iv) the Utah Division of Consumer Protection.

q. "Other Identified Early Defaulted Accounts" shall mean: Certain accounts where: (1) Accountholders had a Credit Acceptance Score at the time of origination of less than 56 and a PTNI ratio at origination equal to or

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

greater than 13%; (2) the vehicle associated with the account was not subject to a voluntary or involuntary repossession and sold at auction by Credit Acceptance; and (3) the account was originated from November 1, 2015, to November 30, 2025.

r. "PTNI" shall mean the ratio of the consumer's contractual monthly payment to the consumer's monthly income as may be reasonably calculated by Defendant, taking into account adjustment, as applicable, for estimated federal, state, and local taxes on income, social security, or Medicare taxes, but excluding adjustments for optional withholdings for benefits, savings, retirement, or taxes, or amounts owed on other debts or obligations.

s. "Retail Book Value" shall mean the motor vehicle's retail value as assigned by a third party and regularly used in the auto industry, such as Black Book, Kelley Blue Book, or NADA.

t. "Sales Penetration Rate" shall refer to the percentage of Contracts including Ancillary Products indirectly financed by Defendant that are assigned by any given Dealer as compared to the total number of Contracts indirectly financed by Defendant for such Dealer in a twelve-month period.

III. MONETARY RELIEF

9. Defendant shall pay a total amount of $15,500,000 to the Multistate Working Group ("Multistate Payment"). The $15,500,000 shall be divided and a portion paid by Defendant directly to each Multistate Executive Committee and Multistate Working Group state, and the National Association of Attorneys General for reimbursement for grants, in amounts to be designated by and in the sole discretion of the Multistate Executive Committee. Payment shall be made within ten (10) business days of Defendant's receipt of written payment processing

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

instructions from the Multistate Executive Committee. Pursuant to RCW 19.86.080, the portion of the Multistate Payment distributed to the Washington Attorney General shall be for costs and reasonable attorney's fees incurred in pursuing this matter, for monitoring and potential enforcement of this Consent Decree, for future enforcement of RCW 19.86, or for any lawful purpose in the discharge the Washington Attorney General' duties, at the sole discretion of the Washington Attorney General. With the exception of any portion of the Multistate Payment used for such purpose, Defendant shall not be responsible for any claims administration costs.

10. Within ten (10) business days of Defendant's receipt of written payment processing instructions from the Multistate Executive Committee, Defendant shall pay a total amount of $60,000,000 (the "Settlement Payment") to a trust account to be used by a settlement administrator selected by the Multistate Executive Committee (the "Settlement Administrator") for the purpose of remediating alleged consumer losses (the "Settlement Fund"). The Multistate Executive Committee shall have sole discretion concerning the Accountholders entitled to relief and the nature and amounts of such relief. Defendant agrees to provide the Multistate Executive Committee with information the Multistate Executive Committee deems necessary to determine which Accountholders are entitled to relief, the amount of such relief, and how to locate Accountholders entitled to relief including, but not necessarily limited to, providing the Accountholder's name, last known address, last known contact information, and account number. Defendant shall have sixty (60) business days from the date of such a request by the Multistate Executive Committee to provide the information. After the Multistate Executive Committee has completed reasonable efforts at distribution of funds, all uncashed checks may be voided. All unclaimed funds will be sent by the Multistate Executive Committee to the states to be used for any lawful purpose, at the sole discretion of each Attorney General of the Multistate Working Group, or as the law of the relevant state requires. The Multistate Executive Committee shall remit to Defendant the account numbers as to which relief was provided and shall, upon reasonable request from Defendant, if relevant to a lawsuit against Defendant by an

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

account holder, provide information regarding the relief provided; however, no such information shall be made available in any of Defendant's servicing or collections systems, and shall not be used in any servicing or collections-related decisions or activities. The Multistate Executive Committee shall have complete discretion for the use of any funds that are unpaid to Accountholders after reasonable efforts at distribution. With the exception of any portion of the Settlement Payment used for such purpose, Defendant shall not be responsible for any costs associated with the Settlement Fund, including any settlement administration or trust costs. Defendant agrees to provide the Multistate Executive Committee, within five (5) days of its request, its tax identification number for purposes of the Multistate Executive Committee and Multistate Working Group states filing a Form 1098-F with the Internal Revenue Service.

11. On or before the Effective Date, Defendant shall provide full debt relief in the form of a waiver of all outstanding balances for Accountholders, who are made up of consumers with open Early Defaulted Accounts as of December 1, 2025, in an amount estimated at $388,000,000.

12. On or before the Effective Date, Defendant shall provide full debt relief for Accountholders, who are made up of consumers with open Other Identified Early Defaulted Accounts as of December 1, 2025, in an amount estimated at $246,000,000. Defendant shall also release to such Accountholders any lien it has on the title to the relevant vehicles associated with the Contracts for such Other Identified Early Defaulted Accounts, and to the extent it has possession of such title, shall provide such title to the Accountholder.

13. Defendant agrees to provide the Multistate Working Group, within 120 days of the Effective Date, with a report confirming that the requirements referred to in paragraphs 11, 12, 14, 15, and 16 have been completed.

14. Defendant shall no longer furnish data on the Accountholders covered by paragraphs 11 and 12 of this Consent Decree, and shall provide notice to the three major credit reporting bureaus requesting deletion of the trade lines associated with all such accounts.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

15. Defendant shall refrain from commencing a collection lawsuit as of the Effective Date or engaging in any debt collection activities, and selling or otherwise transferring the accounts covered by paragraphs 11 and 12 of this Consent Decree.

16. Defendant shall notify each Accountholder covered by paragraphs 11 and 12 of this Consent Decree by letter, email, or text of the fact the account has been closed and no further payments are owed; and any lien held by Defendant has been released and that the certificate of title has been sent to each Accountholder covered by paragraph 12 of this Consent Decree to the extent Defendant possessed the certificate of title. Defendant acknowledges and shall notify Accountholders that the debt related to the Contracts in the accounts covered by paragraphs 11 and 12 of this Consent Decree are the subject of a bona fide dispute and that the debt relief provided in paragraphs 11 and 12 above was a compromise of disputed debt.

17. Except as otherwise indicated, all requirements in this Section III shall be effectuated within 90 days of the Effective Date.

IV. INJUNCTIVE RELIEF

18. For all Eligible Accounts, as defined in subparagraphs (a)-(d) of this paragraph 18, whose Contracts are originated after December 1, 2025, Defendant shall: (1) waive 95% of any Deficiency Balance; (2) refrain from either commencing a collection lawsuit involving that Accountholder at any time or selling or otherwise transferring the contract; (3) comply with existing laws pertaining to communication frequency regarding the collection of a debt and, after the 90th day following the 95% Deficiency Balance waiver, refrain from making more than four total communications with the Accountholder regarding collection of the outstanding Deficiency Balance; and (4) consider in good faith any request by the Accountholder to delete their tradeline associated with such account, to the extent the debt is disputed and extinguished as part of the remediation specified under Section IV. Eligible Accounts shall be defined as:

a. Accountholders who had a Credit Score equal to or greater than 475 and less than 500 and a PTNI greater than or equal to 13%, in each case, at the

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

time of origination, and the account experienced an involuntary repossession and sale within 12 months of origination.

b. Accountholders who had no Credit Score, and a PTNI greater than or equal to 25% and less than 28%, in each case, at the time of origination, and the account experienced an involuntary repossession and sale within 12 months of origination.

c. Accountholders who had a Credit Score of less than 475 and a PTNI greater than or equal to 13%, in each case, at the time of origination, and the account experienced an involuntary repossession and sale within 18 months of origination.

d. Accountholders who had no Credit Score, and a PTNI greater than or equal to 28%, in each case, at the time of origination, and the account experienced an involuntary repossession and sale within 18 months of origination.

19. For consumers with a Credit Score of less than 600 and for Credit Invisible Consumers, Defendant shall, or shall continue to, as applicable:

a. Clearly and Conspicuously inform consumers whose contracts are originated using CAPS of the percentage of subprime and deep subprime consumers with similar Credit Scores who have experienced delinquency (e.g., 30 and 60 days delinquent) on auto financing obligations, as well as the potential consequences of non-payment, to help consumers understand the material risks, costs or conditions associated with financing their vehicle purchase. The foregoing shall be based on publicly available data. To the extent such data becomes available for Credit Invisible Consumers, Defendant shall include data with respect to such consumers on the disclosure.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

b. Maintain or establish and implement procedures for Contracts originated by consumers with a Credit Score of less than 600 and Credit Invisible Consumers, reasonably designed to:

i. Offer to Accountholders debt relief, which may include, for example, payment deferral or favorable settlement offers;

ii. Provide consumers with access to financial literacy materials consistent with those then available on the websites of the FTC, CFPB, or state consumer protection agencies addressing vehicle financing, affordability and budgeting;

iii. Only accept assignment of Contracts financing used vehicles if the monthly term is no longer than the greater of (i) 75 months or (ii) the average monthly term in the industry plus twelve months;

iv. Verify income of consumers and keep a record of all verification documentation for no less than 25 months or the contract term, whichever is longer; and

v. Assess consumer payment patterns, in terms of days past due and/or days since last payment, prior to recommending involuntary repossession of a vehicle.

c. Nothing in this Section affects any obligation to refund a surplus to any consumer after a final repossession.

d. This Paragraph 19 does not apply to accountholders who are returning customers of Defendant whose prior contracts did not result in repossession of the vehicle and who now qualify for higher tier programs

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

(i.e., the Gold Program) based on successful performance with their prior Contracts.

20. In connection with Contracts assigned or to be assigned to Defendant, Defendant shall take reasonable steps to prevent Dealers from unlawfully increasing the selling price because the consumer chooses to finance the transaction or engaging in purchase price discrimination based on credit status.

21. Consistent with the foregoing Paragraph 20, Defendant shall begin to, or shall continue to, as applicable:

a. Require Dealers originating contracts in CAPS to provide consumers a Clear and Conspicuous disclosure prior to execution of the retail installment sales contract based on available information regarding: (1) the trim level of the vehicle if identifiable through the VIN; and (2) Retail Book Value(s) of the vehicle that the consumer is seeking to finance, which shall allow the consumer to assess the selling price of the vehicle in comparison to its estimated retail value(s).

b. Cap the selling price of the vehicle that Dealers and consumers can agree to when financing the purchase of a vehicle by consumers with a Credit Score of less than 600 indirectly through Defendant and maintain records related to same for a period of two or more years. The cap shall be no more than 109% of the highest Retail Book Value.

c. Systematically prevent Dealers from increasing the actual vehicle selling price after associating a vehicle with an application or applicant for financing through Defendant in CAPS.

d. Maintain, and encourage Dealers to use, the Dealer inventory functionality in CAPS that interfaces with the Dealer's inventory in its dealer management system. When a Dealer enrolls in the CAPS inventory

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

functionality, information input by the Dealer shall be checked against available advertised vehicle prices for consistency.

e. For Dealers not using the inventory interface functionality in CAPS, Defendant shall perform randomized audits for alignment between vehicle selling prices listed in CAPS and available advertised vehicle prices. Such randomized audits shall include at least 35 of such Defendant Dealers originating deals in CAPS without using the dealer inventory functionality per quarter.

f. Track and address complaints, concerns, and inquiries from consumers raising concerns that a Dealer increased the selling price on a purchase financed through Defendant (collectively, "Consumer Pricing Complaints"). Defendant shall escalate Consumer Pricing Complaints to a team member trained to investigate such allegations. Consumers do not need to allege why the Dealer increased a selling price for the complaint to be escalated. The purpose of escalating complaints is to identify Dealers who may be increasing the selling price because the customer chose to finance the transaction. Defendant shall retain for two years all recorded phone calls with consumers concerning Consumer Pricing Complaints.

g. Investigate a Dealer's conduct further if Defendant receives 5 or more Consumer Pricing Complaints during a 12-month period (as covered in Paragraph 21, subsection f). The 5-complaint trigger for investigation shall be assessed on a rolling basis every six months. Such investigations shall include holistically reviewing information/evidence submitted by consumers.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

h. Take reasonable corrective action involving Dealers Defendant identifies through the processes described in subsections e through g. This includes ceasing to do business with Dealers that Defendant determines have improperly raised selling prices in connection with financing and are unwilling to, or fail to, take adequate corrective action to prevent such conduct in the future.

22. Defendant shall not require Dealers to sell any Ancillary Product as a condition of financing through Defendant. Defendant shall take reasonable steps to (1) prevent Ancillary Products from being financed through Defendant without a consumer's written consent; (2) ensure that consumers are informed in writing, post-origination, of any Ancillary Products they have financed and the optional nature of such Ancillary Products; and (3) where available to Defendant, provide electronic access to such VSCs or GAP addendums. Defendant will maintain policies and procedures reasonably designed to detect the imposition by Dealers of Ancillary Products without a consumer's consent.

23. Consistent with the general principles set forth in Paragraph 22, with respect to Ancillary Products offered by a provider with whom Defendant has a contractual relationship related to the sale of such Ancillary Products, Defendant shall, or shall continue to, as applicable:

a. Require Dealers using CAPS to provide consumers seeking to finance an Ancillary Product a Clear and Conspicuous consent form informing them: (i) of all Ancillary Products the consumer has agreed to finance in the transaction; (ii) that Ancillary Products are optional and not required when financing the purchase of a vehicle indirectly through Defendant; (iii) that the consumer can purchase the vehicle on credit without the Ancillary Product for the vehicle's stated price; and (iv) the monthly payment amount and total payment amount for the vehicle both with and without the purchase of the Ancillary Products. Consumers shall sign to

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

acknowledge receipt of this form prior to the execution of any retail installment sales contract.

b. Within 10 days of accepting assignment of the Contract, notify and remind consumers in writing through text message, email, letter or app notification (as dictated by the consumers' consent to certain communication channels) of: (i) the Ancillary Products they purchased; (ii) the purchase price of those Ancillary Products and the monthly payment amount and total payment amount with and without the purchase of the Ancillary Products; (iii) that the Ancillary Products are cancelable and information regarding the cancellation of the Ancillary Product is located in the VSC or GAP addendum, as applicable, and (iv) the methods to contact Defendant to obtain information, cancel, or ask questions related to any Ancillary Products financed or the cancellation process.

c. Require Dealers using CAPS to acknowledge that they have informed consumers that Ancillary Products are optional and are not required when financing the purchase of a vehicle indirectly through Defendant.

d. Train existing and new consumer-facing employees on the following topics: (i) the voluntary nature of Ancillary Products; (ii) cancelling Ancillary Products; and (iii) the complaint escalation process.

e. Maintain consumer complaints regarding Dealers who may be requiring the purchase of Ancillary Products (collectively, "Consumer Ancillary Product Complaints") and Ancillary Products cancellation data and retain phone calls related to the same for a five-year period.

f. Monitor Dealers to identify and take appropriate corrective action involving Dealers who may be requiring the purchase of Ancillary Products. Such monitoring shall include data-driven analyses considering

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

a combination of Sales Penetration Rates, cancellation rates and communications to consumers. Dealer monitoring shall include, but is not limited to, investigating where there are two or more accounts originated by a single Dealer in a 12-month period with cancellations or Consumer Ancillary Product Complaints, in each case, alleging that consumers were told that the same products were not optional or were required in order to finance the vehicle. If monitoring leads Defendant to verify that a Dealer required consumers to finance an Ancillary Product and the product was never desired by the Accountholder, it shall backdate the cancellation date of the Ancillary Product to the date of origination for each consumer who cancelled or cancels without using the product. If an allegation is found to be without merit, the cancellation or Consumer Ancillary Product Complaint count shall be reset before a new investigation is triggered.

g. Provide Accountholders a simple, clear, and easy-to-access method to exercise Ancillary Product cancellation rights. Defendant will record the reason provided by the Accountholder for cancellation if the Accountholder states that they were told that such products were not optional or required in order to finance the vehicle.

h. Allow Accountholders to coordinate the cancellation of Ancillary Products through Defendant, including issuing, or facilitating the issuance of, rebates and/or refunds to Accountholders arising from the cancellation.

i. When an Accountholder cancels an Ancillary Product financed indirectly through Defendant, the cancellation shall be promptly applied to their account. If the Accountholder is current at the time of the request, or if the Accountholder cancels the Ancillary Product within the first 30 days

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

after origination, the remaining balance on their account shall be re-amortized and their monthly payment recalculated. This process may result in the account being paid ahead, which would allow the Accountholder to reduce the next payment by the paid ahead amount, or if the Accountholder is paid ahead by more than a full standard monthly payment, it would advance the Accountholder's next payment due date. If it becomes possible to re-amortize for non-current Accountholders without increasing their monthly payments, Defendant agrees to work in good faith to afford such relief to such non-current Accountholders who cancel an Ancillary Product financed indirectly through Defendant.

j. Confirm Accountholder-requested Ancillary Product cancellations with Accountholders and explain any payment changes and/or rebates and refunds arising from the cancellation.

24. Defendant may allow Dealers to finance third-party ancillary products that meet standards set forth in Defendant's policies and procedures even if the providers do not have a contractual relationship related to the sale of such products with Defendant. Although Dealers may sell such ancillary products, Defendant shall not be required to finance any products it has not approved.

25. Defendant shall continue its policy of not disabling defaulted borrowers' vehicles through a starter interruption device. Defendant shall also continue to prohibit Dealers from independently using starter interruption devices or GPS technology to track vehicles on contracts assigned to Defendant. For avoidance of doubt, nothing in this provision shall prohibit consumers from voluntarily financing anti-theft devices.

26. Defendant shall comply with applicable state law regarding passing along vehicle repair expenses to consumers in connection with preparing a vehicle for sale at auction. If not

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

prohibited by state law, Defendant may pass along such repair expenses to consumers as long as Defendant reasonably believes such repairs will result in a net benefit to the consumer.

27. Unless otherwise specified, any documentation required by this Consent Decree must be retained for a minimum of five (5) years, or if related to a contract financed by Defendant, the term of the contract, whichever is longer.

28. Defendant shall not distribute misleading marketing materials to consumers.

29. Defendant shall undertake reasonable best efforts to implement the requirements of this Section IV as soon as reasonably practicable and, in any event, within six (6) months of entry of this Consent Decree. Until implemented, Defendant shall provide monthly updates regarding the implementation of the requirements of this Section IV.

30. Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of their business in Washington and shall comply with all applicable state and/or federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CPA, RCW 19.86. Future alleged violations of law that do not constitute Covered Conduct shall not constitute a violation of this Consent Decree.

V. RELEASE

31. By execution of this Consent Decree and following a full and complete payment of the sums provided by Section III (Monetary Relief) herein, the Attorney General releases and discharges, to the fullest extent permitted by law, Defendant and its officers, employees, agents authorized to act on its behalf, successors, assignees, merged or acquired entities, and subsidiaries (collectively, the "Released Persons") from any and all civil causes of action, claims, damages, costs, remedies (whether at law, in equity or by statute), attorneys' fees, fines or penalties arising from the Covered Conduct occurring before or as of the Effective Date that the State of Washington has asserted or could have asserted against any of the Released Persons under Applicable Consumer Protection Laws (the "Released Claims"). Notwithstanding the foregoing or any term of this Consent Decree, the following do not comprise Released Claims:

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

a. private rights of action;

b. claims of environmental or tax liability;

c. criminal liability;

d. claims for property damage;

e. claims alleging violations of state, local, or federal securities laws;

f. claims alleging violations of state, local, or federal antitrust laws; and

g. any obligations created under this Consent Decree.

The Washington Attorney General executes this release in its official capacity and releases only claims, referenced above, that the Washington Attorney General has the authority to bring and release.

VI. RECORDKEEPING

32. Defendant 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 Defendant's compliance with obligations under the Consent Decree. Defendant shall, with a reasonable period of time not to exceed 60 days after the end of each calendar year during the five years after the Effective Date, provide a report addressing Defendant's compliance with this Consent Decree to a monitoring committee designated by the Multistate Executive Committee (the "Monitoring Committee"). Should the report demonstrate that Defendant is not in compliance with the obligations under the Consent Decree, Defendant shall submit a remediation plan to the Monitoring Committee demonstrating its plan to comply with the Consent Decree. Defendant shall cooperate with reasonable written requests for information relating to a Dealer or Dealers from a designated representative of the State of Washington.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

VII. GENERAL PROVISIONS

33. This Consent Decree does not constitute an approval by the State of Washington of Defendant's business practices, and Defendant shall make no representation or claim to the contrary.

34. By entering this agreement Defendant makes no admission of wrongdoing or liability.

35. Any failure of the State of Washington or Defendant to exercise its rights under this Consent Decree shall not constitute a waiver of its rights.

36. Defendant and the State of Washington hereby stipulate and agree that the Order of this Court to be issued pursuant to this Consent Decree shall act as an injunction under the CPA,[1] RCW 19.86.

37. Defendant admits to the jurisdiction of the Court and consents to the entry of this Consent Decree and to the rights of the State of Washington to enforce the terms and conditions of this Consent Decree.

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

39. Any failure by any Party to this Consent Decree to insist upon the strict performance by any other Party of any of the provisions of this Consent Decree shall not be deemed a waiver of any of the provisions of this Consent Decree, 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 Consent Decree.

40. Defendant 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

[1]The form and scope of this language, as used throughout this document, is intended to have the same form, scope, and application as subsection (d) of Washington Court Rule 65.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

of this Consent Decree of the obligations, duties, and responsibilities imposed on Defendant by this Consent Decree.

41. This Consent Decree is not intended for use by any third party in any other proceeding. Nothing contained herein shall be construed to create any rights for any third party or to deprive any person of any private right under the law. This Consent Decree is governed by the laws of Washington.

42. This Court shall retain jurisdiction to enforce the terms of this Consent Decree. Paragraph 18 shall be in effect for a period of five years from the Effective Date. All consumers who originate contracts within those five years are eligible for the relief provided in Paragraph 18. Paragraphs 19, 21, 23(a), (c)-(g), (i), and 25 shall be in effect for a period of seven (7) years from when the term is implemented. Defendant shall inform the States when relevant terms are implemented. The expiration of any term is contingent upon Defendant not having been adjudged by a court of competent jurisdiction in any Multistate Working Group state to have violated any such provision. This paragraph is in addition to all other remedies available to the State of Washington in law and equity.

43. Notwithstanding the expiration of certain terms under this Consent Decree, Defendant acknowledges its continuing duty to comply with the consumer protection laws prohibiting unfair or deceptive acts or practices in each of the signatory jurisdictions.

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

45. For the purposes of construing the Consent Decree, this Consent Decree 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.

46. This Consent Decree constitutes the complete Consent Decree between the Parties. This Consent Decree may not be amended except by written consent of the Parties.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

47. The undersigned counsel represents and warrants that he is fully authorized to enter this Consent Decree on behalf of the State of Washington.

48. The undersigned counsel represents and warrants that he is fully authorized to enter this Consent Decree on behalf of Defendant.

49. This Consent Decree may be entered in counterparts, each of which constitutes an original and all of which constitute one and the same Consent Decree.

50. All parties consent to the disclosure to the public of this Consent Decree by Defendant and the State of Washington.

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

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

53. Any notices required to be sent to the State of Washington or to Defendant under this Consent Decree 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 Washington:
Bret Finkelstein, Assistant Attorney General
Office of the Washington Attorney General
Consumer Protection Division
800 5th Avenue, Suite 2000
Seattle, WA 98104
bret.finkelstein@atg.wa.gov

For Credit Acceptance:
Patrick G. Rideout
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
patrick.rideout@skadden.com

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

Anand S. Raman
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
anand.raman@skadden.com

IT IS SO ORDERED, ADJUDGED AND DECREED this ____ day of _____, 2026.

_____
Presiding Judge/Court Commissioner

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR PLAINTIFF STATE OF WASHINGTON

NICHOLAS W. BROWN
Attorney General

By: */s Bret Finkelstein* Date: 9-17-2026
BRET FINKELSTEIN, WSBA #48845
Assistant Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744
bret.finkelstein@atg.wa.gov

Attorneys for Plaintiff State of Washington

FOR DEFENDANT CREDIT ACCEPTANCE CORPORATION

By: */s Emily Kennedy* (with permission) Date: 9-17-2026
Emily J. Kennedy, WSBA #60578
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
emily.kennedy@skadden.com

Patrick G. Rideout
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
patrick.rideout@skadden.com

Anand S. Raman
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
anand.raman@skadden.com

Counsel for Credit Acceptance Corporation

By: */s Erin Kerber* (with permission) Date: 9-17-2026
Erin Kerber
Chief Legal Officer
Credit Acceptance Corporation

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744

APPROVED AS TO FORM FOR ENTRY:

FOR STATE OF WASHINGTON

NICHOLAS W. BROWN
Attorney General

By: */s Bret Finkelstein* Date: 9-17-2026
BRET FINKELSTEIN, WSBA #48845
Assistant Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-442-7744
bret.finkelstein@atg.wa.gov

Attorneys for Plaintiff State of Washington

FOR CREDIT ACCEPTANCE CORPORATION

By: */s Emily Kennedy* (with permission) Date: 9-17-2026
Emily J. Kennedy, WSBA #60578
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
emily.kennedy@skadden.com

Patrick G. Rideout
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
patrick.rideout@skadden.com

Anand S. Raman
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
anand.raman@skadden.com

Counsel for Credit Acceptance Corporation

By: */s Erin Kerber* (with permission) Date: 9-17-2026
Erin Kerber
Chief Legal Officer
Credit Acceptance Corporation

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
206-464-7744