

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HUGH and CHRISTINE KELLY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SANTANDER CONSUMER USA INC.,

Defendant.

Civil Action No. 2:20-cv-03698-MMB

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND
PROVIDING FOR CLASS NOTICE**

AND NOW, this 16th day of December, 2022, upon consideration of Plaintiffs' Motion for Preliminary Settlement Approval, Conditional Certification of Settlement Class, and Approval of Class Settlement Notice (the "Motion") and response thereto, it is hereby ORDERED that the Motion is GRANTED. It is further ORDERED as follows:

1. **Summary of Claims.** Plaintiffs commenced this putative class action against Defendant, Santander Consumer USA Inc. ("SC"), asserting claims on their own behalf and on behalf of similarly situated Pennsylvania consumer auto loan borrowers arising from SC's alleged practices with respect to sending Notices of Repossession¹ informing Pennsylvania consumer borrowers of the repossession of their motor vehicles and SC's intention to dispose of the repossessed motor vehicle. Plaintiffs allege, *inter alia*, that SC violated the Pennsylvania Uniform Commercial Code, 13 Pa. C.S. § 9601, *et seq.* (the "UCC"), independently and violated the UCC

¹ Unless defined herein, all capitalized terms in this Order shall have the meanings ascribed to them in the Settlement Agreement. The Settlement Agreement, including its exhibits, is incorporated by reference in this Order.

in pari materia with the Pennsylvania Motor Vehicle Sales Finance Act (“the MVSFA”). In addition to seeking statutory damages, Plaintiffs sought the compromise of the disputed deficiency balances that SC claims are owed following the sales (where applicable) of Plaintiffs’ and the putative class members’ repossessed motor vehicles, and the removal of the credit trade lines for Plaintiffs and each putative class member relating to their Accounts. SC, on the other hand, denies that it violated the UCC or the MVSFA, denies any liability to Plaintiffs or any putative class members, and asserts that it is entitled to pursue collection of the disputed deficiency balances on Plaintiffs’ and the putative class members’ Accounts.

2. **Proposed Settlement.** Plaintiffs and SC (the “Parties”) have agreed, subject to final approval by the Court, to resolve this action on a class-wide basis in accordance with the terms of an executed Settlement Agreement and Release (the “Settlement Agreement”). Pursuant to the Settlement Agreement, in exchange for a release of the claims of Plaintiffs and the Class Members, except those claims and defenses expressly preserved by the Settlement Agreement, SC, without admitting any liability, agrees to: (i) make a gross settlement payment of \$14,000,000; (ii) compromise the Deficiency Balances on Plaintiffs’ and Settlement Class Members’ Accounts; (iii) request that the Credit Reporting Agencies, that SC reports to, delete the tradelines associated with Plaintiffs’ and the Settlement Class Members’ Accounts; and, (iv) return to the Settlement Class Members any Post-Approval Payments they may make toward their Deficiency Balances on or after the Effective Date, to the extent any Post-Approval Payments are made.

3. **Review.** At the preliminary approval stage, the Court’s task is to evaluate whether the settlement is within the “range of reasonableness.” 4 *Newberg on Class Actions* § 11.26 (4th ed. 2010). “A district court may approve a settlement agreement only ‘after a hearing and on finding that it is fair, reasonable, and adequate.’” *Good v. Nationwide Credit, Inc.*, 314 F.R.D.

141, 150 (E.D. Pa. 2016) (quoting Fed. R. Civ. P. 23(e)). In determining whether class action settlements should be approved, courts within the Third Circuit analyze “(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Good*, 314 F.R.D. at 156 (quoting *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975)). Further, settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

The Court has carefully reviewed the Agreement, including the plan of allocation and the release of claims, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Agreement.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all of the Class Members, and venue in this Court is proper.

5. **Preliminary Settlement Approval.** The Court preliminarily finds that the Settlement resulted from arm’s length and good faith negotiations between the Parties as to a

reasonable dispute as to, *inter alia*, SC's alleged non-compliance with its post-repossession consumer disclosure notice ("Notice of Repossession") during the Class Period and the attendant deficiency balances of putative class members relating to their repossession of their repossessed vehicles, which the Parties intend to compromise by way of an accord and satisfaction, as memorialized in the Settlement Agreement, is fair, adequate, in the best interests of the Class Members, and within the range of reasonableness for preliminary settlement approval. The terms of the Settlement Agreement are sufficiently reasonable to warrant notice of the Settlement to the Class Members and a final hearing on the approval of the Settlement.

6. **Certification of Settlement Class.** Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for settlement purposes only, a Class consisting of: All SC customers: (a) who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle; and, (b) from whom SC repossessed the vehicle or ordered it to be repossessed, causing a repossession to occur; and, (c) to whom SC sent a Notice of Repossession to a Pennsylvania address at any time on or within the period commencing six years prior to the filing of the original complaint in this action through July 9, 2020.

7. **Class Period.** The Class period is the time period commencing June 30, 2014 through and including July 9, 2020, during which time SC sent the challenged Notice of Repossession to Class Members and ending on the date SC changed the Notice of Repossession.

8. **Findings as to the Class.** Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily finds, for settlement purposes only, that:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Class for the purposes of determining whether the Settlement should be approved;
- c. Plaintiffs' claims are typical of the Class claims being resolved through the

Settlement;

- d. Plaintiffs are capable of fairly and adequately protecting the interests of the Class in connection with the proposed Settlement;
- e. Common questions of law and fact predominate over questions affecting only individual Class Members, and the Class appears to be sufficiently cohesive for settlement of the claims on a class-wide basis; and,
- f. Certification of the Class is superior to other available methods for the fair and efficient resolution of the Class claims.

9. **Preliminary Appointment of Class Representatives and Class Counsel.** For settlement purposes only, the Court preliminarily appoints Plaintiffs Hugh and Christine Kelly as the class representatives for the Class and preliminarily appoints Richard Shenkan and Shenkan Injury Lawyers, LLC. and Lawrence Stengel and Saxton & Stump as Class Counsel for the Class. The Court preliminarily finds that Plaintiffs and Class Counsel have and will fairly and adequately represent the interests of the Class Members with respect to the Settlement. Plaintiffs and Class Counsel, on behalf of the Class, are authorized to take all appropriate actions required and permitted to be taken by the Settlement Agreement to effectuate its terms.

10. **Appointment of Settlement Administrator.** Class-Settlement.com is appointed as the third-party administrator (the “Settlement Administrator”) to assist in the administration of the Settlement and the notification to the Class Members, as set forth in the Settlement Agreement. The Court finds that it is necessary for SC to disclose to Class Counsel and the Settlement Administrator certain confidential class data, including the last eight digits of the account Number, names, addresses, Deficiency Balance Compromises amount (if applicable), the deficiency balance for Class Members who will not receive a Deficiency Balance Compromise, the financed amount of each loan, the finance charge for each loan, and Social Security Numbers² of the Class Members

² Social Security Numbers shall be provided only to the Settlement Administrator.

(*i.e.*, the “Notice List”), with such information being deemed “Confidential Information” for the purposes of the Protective Order of June 30, 2021. Such data shall be provided to Class Counsel and the Settlement Administrator within sixty (60) days of the end of the Repurchase Period. The Settlement Administrator shall agree to be bound by the terms of the Protective Order and shall agree to be subject to the jurisdiction of the Court for the purposes of this action and the Settlement. The Settlement Administrator shall implement rigorous security measures to protect the Class Members’ personal Confidential Information and shall not disclose such information to any person other than for purposes to advance the orderly administration of this Settlement. The personal Confidential Information of Class Members shall only be used by the Settlement Administrator for purposes of the administration of this Settlement and the Settlement Administrator shall not use the personal Confidential Information for any other purpose.

11. **Approval of Repurchase Period.** The Court approves a Repurchase Period beginning on the date of this Order, and ending one-hundred and twenty (120) days from the date of this Order, during which SC shall use its best efforts to attempt to repurchase or re-acquire all rights, title, and interest to Class Member(s)’ accounts which it sold, assigned, or transferred to any Collector(s). Pursuant to the terms of the Settlement Agreement, any Class Member(s)’ accounts that SC is unable to repurchase during the Repurchase Period (*i.e.*, Sold Account(s)), will be excluded from the Class and this Settlement.

12. **Approval of Manner and Form of Proposed Class Notices.** The Court approves the proposed Class Notice (hereafter “Long Form Class Notice” attached as Exhibit 1 to the Settlement Agreement though orders *only* the Short Form Notice, attached to this Order (hereafter “Short Form Notification”) (collectively “Notices”) to be sent to the Class Members by first-class mail, and the proposed manner of mailing the Short Form Notice and, upon request, Long Form

Class Notice. the Long Form Class Notice shall be available for download and printing on the case website where the Class Members may also request that a copy of the Long Form Class Notice. The sending by first-class mail of the Short Form, the website accessibility and, upon request, first-class mailing of the Long Form Class Notice are approved as fully satisfying the requirements of Due Process, the applicable requirements of the Federal Rules of Civil Procedure, and Class Counsels' obligations to Class Members, and constitute reasonable and sufficient notice to all Class Members, as practicable under the circumstances. The use of the Short Form Notification in conjunction with the Long Form Class Notice fairly, plainly, accurately, and reasonably inform potential Class Members of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation for the monetary and other relief, and includes the address for a website maintained by the Settlement Administrator that has links to important documents in this case; (2) the Plaintiffs' Incentive Awards and Attorneys' Fees and Expenses; (3) how Settlement Class Members' payments will be calculated and other consideration provided to the Settlement Class Members; (4) this Court's procedures for final approval of the Settlement; (5) how to opt-out or object to the Settlement; (6) how to obtain additional information regarding this Action and the Settlement, including instructions on how to access the case docket via the Settlement Administrator's website, telephoning Class Counsel or the Settlement Administrator, or in person at any of the Court's locations; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class, and that Class Members may check the Settlement Website to confirm that the date has not been changed.

The Court further finds and concludes that the proposed plan for distributing the Short Form Notice in conjunction with the use of the Long Form Class Notice provide a reasonable

method calculated to reach all individuals who would be bound by the Settlement. Short Form Notice shall be sent by the Settlement Administrator to the Class Members by first-class U.S. mail, postage prepaid, after the Settlement Administrator updates the addresses from the Notice List through NCOA or similar records searches. The Short Form Class Notification and Long Form Class Notice shall be made available on the class action website. The Long Form Class Notice shall be made available for downloading and printing from the website and, upon request, will be mailed or emailed to Class Members. The Short Form Notice shall be mailed not later than ninety (90) days after the Settlement Administrator's receipt of the Notice List. The Court hereby concludes that the proposed Notices and means to send the Short Form Notice are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise Class Members of the pendency of the Action, to apprise Class Members of their right to exclude themselves from the proposed Settlement, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that this method of Notices constitute due and sufficient notice to all persons entitled thereto.

13. **Qualified Settlement Fund.** The Settlement Administrator is authorized to establish an account at a federally insured financial institution to be selected by Class Counsel which satisfies the requirements to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Settlement Agreement, the Settlement Administrator will administer the Settlement Fund and will be the "Administrator" of this Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). Class Counsel and/or the Settlement Administrator shall establish the Qualified Settlement Fund in accordance with the terms of the

Settlement Agreement.

14. **Releases.** If the Settlement is finally approved, both the Class Releasees and the SC Releasees shall be receiving a release of claims as set forth in the Settlement Agreement.

15. **Settlement Class Members' Right to Request an Alternate Division to Equal Division of the Net Settlement Payment.** As set forth in the Settlement Agreement and the proposed Notices, all Settlement Class Members who are co-borrowers on an Account shall have the right to request an alternate division to the equal division of payment from the Settlement Fund. Co-borrower Settlement Class Members must submit a request in writing to the Settlement Administrator and must be emailed or mailed (with the requisite postmark) to the Settlement Administrator no later than the deadline for this request set forth in the Class Notice, which shall be sixty (60) days from the date of the mailing of the Class Notice.

16. **Settlement Class Members' Right to Object to the Settlement.** As set forth in the Settlement Agreement and the Notices, all Settlement Class Members have the right to object to the Settlement, by sending a signed written objection to the Settlement Administrator in accordance with the Notices. Any objections, filings or other submissions must include: (a) identify the case name and, if filed with the Court, include the case number and comply with all other Court filing requirements; (b) identify the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; and, (c) state the specific reason for the objection. Subject to approval of the Court, any Settlement Class Member who files and serves a written objection in accordance with this section and the Notices may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable. As set forth in the Notices, any written objections to the Settlement must be emailed or mailed (with

the requisite postmark) to the Settlement Administrator no later than the deadline for objections set forth in the Notices, which shall be sixty (60) days from the date of the mailing of the Short Form Notice. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a copy of all Objections within seven (7) business days after the Objection Deadline. Class Counsel shall file copies of all written objections with Plaintiffs' motion for final approval of the Settlement in advance of the Final Approval Hearing.

17. **Binding Effect on Class.** Any Settlement Class Member to whom the Class Notice is sent and who does not object by the Objection Deadline shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, or to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of Incentive Award(s), unless otherwise ordered by the Court.

18. **Class Members' Right to Opt Out from the Class.** As set forth in the Settlement Agreement and the proposed Notices, all Class Members have the right to opt out of the Class by sending a written request for exclusion to the Settlement Administrator in accordance with the Notices. Any written request for exclusion must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person(s) requesting exclusion; and, (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." Mass or Class Opt-Outs shall be void. The written request to opt out must be postmarked no later than the Opt-Out Deadline, which shall be sixty (60) days after the Notice Mailing Date. Any Class Member who does not opt out of the Settlement in the manner described

in the Settlement Agreement and Notices shall be deemed to be part of the Settlement Class upon the expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt-Out Deadline. Class Counsel shall file copies of all written requests to opt out with Plaintiffs' motion for final approval of the Settlement in advance of the Final Approval Hearing.

19. **Entry of Appearance.** Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

20. **Implementation of Agreement.** The parties are hereby authorized to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

21. **Final Approval Hearing.** A final approval hearing with respect to the Settlement (the "Final Approval Hearing") shall take place before the Honorable Michael M. Baylson in **Courtroom 3A**, at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, on **Tuesday, October 17, 2023, at 2:30 p.m.** (at least ninety (90) days after this Preliminary Approval Order) in accordance with Fed. R. Civ. P. 23 and the Class Action Fairness Act. At the Final Approval Hearing the Court will consider in accordance with Fed. R. Civ. P. 23(e)(2), *inter alia*: (i) whether the Settlement is fair and reasonable; (ii) whether the Attorneys' Fees and Expenses are fair and reasonable; (iii) whether the costs of settlement administration are fair and reasonable; (iv) whether the Incentive Awards are fair and reasonable; and, (v) whether the Final Approval Order, dismissing the Action on the merits and

with prejudice as to the Class Members who did not timely opt out of the Class, should be entered. The Court will also hear and consider any properly lodged objections to the Settlement. Any Class Member may appear and be heard at the Final Approval Hearing, either in person or through counsel retained at the Class Member's expense. The Final Approval Hearing may be postponed, adjourned, or rescheduled by Order of the Court without further notice to the Class Members.

22. **Hearing Adjournment.** The Court reserves the right to adjourn the date of the Final Approval Hearing and to modify any other dates set forth in this Order without further notice to the Class Members. The Court may decide to hold the Final Approval Hearing by telephone or videoconference without further notice to Class Members. Any Class Member (or his or her counsel) who wishes to appear at the Final Approval Hearing should consult the Court's docket and/or the Settlement Website for any changes in the date, time, or format of the hearing.

23. **Motion for Final Approval.** After the Notices have been mailed to the Class Members, and no later than fourteen (14) days before the Final Approval Hearing, Plaintiffs shall file a Motion for Final Approval seeking a Final Approval Order in accordance with the Settlement Agreement, approving the Settlement Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have not excluded themselves from the Classes and ordering that the Settlement Fund be distributed in accordance with the Settlement Agreement and that the additional class relief be conferred to the eligible Class Members in accordance with the Settlement Agreement. The Motion for Final Approval shall include Class Counsel's request for Attorneys' Fees and Expenses, Settlement Administration Costs, and the Incentive Awards. Neither SC nor the SC Releasees shall have any responsibility for any request for Attorney's Fees and Expenses submitted by Class Counsel.

24. **Stay of Proceedings and Claims.** All proceedings in this action are stayed pending

final approval of the Settlement, except as may be necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, subject only to further order of Court. Pending final determination whether the proposed Settlement should be approved, the Court bars and enjoins the Settlement Class Members from maintaining, commencing, prosecuting or pursuing directly, representatively, or in any other capacity any Released Class Claim subsumed and covered by the Release in this Agreement against the SC Releasees in any court or arbitration forum.

25. **Effect of Termination.** If the Settlement Agreement is terminated or is not consummated for any reason, or if Final Approval is not obtained, this Order, including the preliminary approval of the Settlement, the conditional certification of the Class, the preliminary appointment of Plaintiffs as class representatives, and the preliminary appointment of Class Counsel, shall be vacated and deemed void and of no effect, and this action shall proceed as though such approval, certification, and appointments never occurred, with the Parties reserving all rights, including with respect to class certification. Further, in such event, neither the Settlement Agreement, the Motion, this Order, nor any documents related thereto shall be referred to or used by any Party to establish or defend liability, damages, or class certification or for any other purpose.

26. **No Admissions.** Neither this Order nor any act or omission in connection therewith is intended or shall be deemed to be a presumption, concession, or admission by (a) any of the SC Releasees as to the validity of any claims, causes of action, or other issues raised, or which might have been raised, in the Action, or in any other litigation, or to be evidence of or constitute an admission of wrongdoing or liability by any of them, and each of them expressly denies any such wrongdoing or liability; or, (b) Class Releasees as to the infirmity of any claim or the validity of

any defense, or to the amount of any damages. The existence of the Settlement Agreement, its contents, or any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to effectuate or enforce the Settlement Agreement. This provision shall remain in force in the event that the Settlement Agreement is terminated for any reason whatsoever. Notwithstanding the foregoing, any of the SC Releasees and Class Releasees may file the Settlement Agreement or any judgment or order of the Court in any other action that has been or may be brought against them, in order to support any and all defenses based on *res judicata*, collateral estoppel, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

27. **Modification of Settlement.** The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Class Members.

28. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this Action.

29. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to implementation, enforcement, and interpretation of the terms of the Agreement, and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

IT IS SO ORDERED.

BY THE COURT:

/s/ MICHAEL M. BAYLSON

HON. MICHAEL M. BAYLSON, U.S.D.J.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HUGH and CHRISTINE KELLY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SANTANDER CONSUMER USA INC.,

Defendant.

Civil Action No. 2:20-cv-03698-MMB

Short Form Notice to Class Members

This “short form” notification concerns a proposed class action settlement affecting individuals who took out car loans with Santander Consumer USA (“Santander” or “Defendant”) and their vehicles were repossessed in Pennsylvania. You are receiving this notification because the records of Santander indicate that you may be a class member entitled to cash and non-cash awards if you satisfy all of the following conditions:

- a) You entered into a retail installment sales contract for the financing of a purchase of a motor vehicle; and
- b) Santander Consumer USA repossessed the motor vehicle or ordered it to be repossessed, causing a repossession to occur; and
- c) Santander sent you a Notice of Repossession to a Pennsylvania address at any time on or within the period commencing June 30, 2014 through July 9, 2020.

This notifies the approximately 49,000 class members that the above captioned litigation has been settled, pending court approval. The settlement consists of \$14,000,000.00 to be paid by

Santander, to be distributed to the class, after court approved deductions, and will be conservatively invested in United States Government securities to earn interest, pending final determination by the Court concerning the request that this settlement be approved.

The full details of the proposed settlement and the procedures that the Court must follow pursuant to Rule 23 of the Federal Rules of Civil Procedure are set forth in the full notice which can be found on the website identified below, or will be mailed to you by first class mail or sent to you by email upon your request to Class Counsel or the Settlement Administrator (contact information below).

This notice is being sent because the Court has given preliminary approval of the settlement, pending receipt of any objections and opt-outs as described below.

If the Court gives a final approval of the settlement, the net cash will be distributed on a per-account basis to all class members who have not opted out, and non-cash awards (summarized below) will be made similarly to all those class members entitled to non-cash awards and who have not opted out.

If the Court gives final approval of the settlement, the final amount to be distributed to the class will be reduced by the cost of administering the settlement, the amount of the incentive awards awarded by the Court to the class representatives, and the amount of attorney's fees and expenses awarded by the Court to Class Counsel.

The non-cash awards can be summarized as follows:

Elimination of deficiency balances arising from the post-repossession disclosure notices at issue in this case by an accord and satisfaction and any deficiency judgments or arbitration awards against any class member (who has not opted out), cessation of collection activities and

return of post-approval payments and requesting third party credit reporting agencies to delete tradelines associated with class members' accounts.

The settlement will release claims against the Defendant, Santander Consumer USA Inc., with some exceptions as set forth in the Settlement Agreement. If the settlement is approved by the Judge, class members will be entitled to a share of the net monetary fund on a per-account basis and to the non-monetary awards.

A hearing will be held on **Tuesday, October 17, 2023 at 2:30 p.m.** before the Honorable Michael M. Baylson at the United State District Court, Eastern District of Pennsylvania, Courtroom 3-A, James A. Byrne Courthouse, 601 Market Street, Philadelphia, PA 19106, per details that will be made publicly available on the settlement website:

www.noticeclassaction.com. The purpose of the hearing is to determine whether the proposed settlement should be finally approved, and whether the allocation of cash and other settlement terms, including the payment of attorney fees and costs, should be approved by the Court as fair and reasonable.

Please consult the detailed notice included in this communication for additional information.¹ This notice is being sent by first class mail to all individuals who Santander's records indicate may be members of the class. You have the following options:

- a) Do nothing, in which event you will be considered as a member of the class entitled to your share of any awards, cash or non-cash, assuming the settlement is finally approved/

¹ To the extent there is any conflict between this summary notice and the detailed notice, the detailed notice controls.

- b) You may submit an objection to the settlement by submitting a written document in the form as detailed in the Class Notice, , which must be mailed to the Settlement Administrator by **September 22, 2023**.
- c) You may “opt out” of the settlement, in which event you will no longer be a member of the settlement class and will retain your individual right to file a claim against Santander in a court of record, according to law, by submitting a written document in the form as detailed in the Class Notice, which must be mailed to the Settlement Administrator by **September 22, 2023**.
- d) If you have any questions about this communication, you may consult your own attorney or communicate with Class Counsel, whose contact information is listed below.
- e) If you have recently moved, or intend to move before there is a final decision on the settlement, you should send a written notice of your new address/contact information to the Settlement Administrator or Class Counsel, at the email/address below

SHENKAN INJURY LAWYERS, LLC

/s/ Richard E. Shenkan
Richard E. Shenkan

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Settlement Administrator
Santander Class Action
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Hicksville, NY 11802-9009
info@noticeclassaction.com
Fax No: 1-800-490-9287
Toll Free Number: 1-800-972-1908

You may access the Settlement Website by using the camera on your mobile device to scan this QR code.