

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

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

John C. Rayburn v. Santander Consumer USA Inc.

Case No. 2:18-cv-1534

United States District Court for the Southern District of Ohio

If Santander Consumer USA Inc. (“SC”) repossessed your vehicle since January 1, 2013 and the vehicle sale date on SC’s “Notice of Our Plan to Sell Property” letter included the phrase “on or after,” then the proposed settlement of a class action lawsuit may affect your rights.

- This Notice explains what the class action is about, what the Settlement will be if it is approved by the United States District Court for the Southern District of Ohio, what benefits you may receive under the Settlement, and what to do if you want to (i) object to the Settlement; or (ii) not participate in the Settlement and instead “opt out” of the class action. These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court still has to decide whether to approve the settlement. The relief provided to Settlement Class Members will be provided if the Court approves the settlement and after appeals, if any, are resolved in favor of the settlement. Please be patient.
- **Your legal rights may be affected whether you act or do not act. Read this notice carefully because it explains decisions you must make and actions you must take now.**

Your Legal Rights And Options In This Settlement	
DO NOTHING	You will receive the benefits conferred by the Settlement and will be bound by any orders or judgment relating to the Settlement approved by the Court.
EXCLUDE YOURSELF	You will be entitled to no benefits under the Settlement. This is the only choice that will allow you to sue SC on your own regarding the claims discussed in this notice. An exclusion request must be in writing and postmarked on or before March 4, 2021 .
OBJECT TO THE SETTLEMENT	You can write to the Court about why you do not agree with any aspect of the settlement. An objection must be in writing, filed , and postmarked on or before March 4, 2021 .

Your Legal Rights And Options In This Settlement

GO TO A HEARING

You can ask to speak to the Court about “fairness” of the settlement, after you submit your objection. A Notice of Intention to Appear must be in writing, **filed**, and **postmarked** on or before **April 5, 2021**, in addition to submitting a timely objection.

BASIC INFORMATION

1. Why did I get this notice and what is this lawsuit about?

A class action lawsuit entitled, *Rayburn v. Santander Consumer USA Inc.*, is pending in the United States District Court for the Southern District of Ohio, No. 2:18-cv-1534 (the “Action”). The Complaint in the Action claims that the “Notice of Our Plan to Sell Property” letter that SC sent to certain Ohio customers after repossession of their vehicle did not comply with parts of the Ohio Uniform Commercial Code (“OUCC”), the Ohio Consumer Sales Practices Act (“CSPA”), and the Ohio Retail Installment Sales Act (“RISA”) because the notices’ sale date included the phrase “on or after.” For more detailed information as to Plaintiff’s allegations, you may review a copy of Plaintiff’s Complaint at www.OhioNOISettlement.com.

SC denies the claims and contends its notices complied with Ohio law and resulted in no harm to consumers.

The Parties have now settled this lawsuit and a Settlement Administrator has issued this notice. In connection with the settlement, SC has agreed to waive each class member’s deficiency balance, request tradeline deletions from the credit reporting agencies, and to make certain cash payments to members of the class.

The Court ordered that you be sent this notice because the proposed settlement may apply to you and you have a right to know about it and all your options before the Court decides whether to approve the settlement.

2. Why is this a class action and who is involved?

In a class action, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. All those people together are the “Class” or “Settlement Class Members.” The Class Representative and Settlement Class Members together are the “Plaintiffs,” and, in this case, SC is the “Defendant.” One court resolves the issues for everyone in the Class.

3. Why is there a settlement?

The Court did not decide in either Plaintiff's or SC's favor and will not do so if the proposed settlement is approved. The Settlement will end all the claims against SC in the Action and avoid the uncertainties and costs of further litigation and any further trial.

Plaintiff has agreed to a settlement of this action after considering, among other things: (1) the substantial benefits to Plaintiff and the proposed class under the terms of the Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation, especially in consumer actions such as these, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating the Settlement Agreement promptly in order to provide effective relief to Plaintiff and the proposed class.

The proposed settlement does not suggest that SC has or has not done anything wrong, or that Plaintiff and the proposed Class would or would not win their case if it were to go to trial.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are an Ohio resident who:

- (a) Purchased a motor vehicle;
- (b) As part of the purchase transaction, you entered into a Retail Installment Sales Contract ("RISC") where the RISC was assigned to SC;
- (c) where, during the period of January 1, 2013 to the date the Court certifies and finally approves the class for settlement purposes only, SC repossessed the vehicle and sent, subsequent to repossession, a "Notice of Our Plan to Sell Property" Letter; and
- (d) Where the "Notice of Our Plan to Sell Property" letter had a vehicle sale date that included the phrase "on or after."

If you received a deficiency balance waiver in connection with any action initiated by the Attorney General of any state against SC related to your RISC or loan account with SC in or around May 2020, you are not a member of the Settlement Class and your rights will not be affected by the Settlement unless you also made a payment towards your deficiency balance after your vehicle was repossessed.

If you are not sure whether you qualify as a Class Member, you can contact the Settlement Administrator.

WHAT YOU GET FROM THE SETTLEMENT

5. What does the Settlement provide?

If the proposed settlement is approved, then all Settlement Class Members will receive certain benefits. In addition, some Settlement Class Members will be eligible to receive partial cash refunds, as described below. If the settlement is not approved, then Settlement Class Members will not get any benefits of the settlement and the parties will go back to Court for further proceedings, possibly including a trial.

Benefits For All Settlement Class Members: SC will eliminate the deficiency balance of each Settlement Class Member, setting it to zero. The deficiency balance is the amount SC claims it is still owed after the car was repossessed and sold. The deficiency balances are disputed debts, and they are being eliminated to resolve disputed claims in this litigation, including claims for statutory damages and violations of the OUCC, CSPa, and RISA. More than \$333 million in claimed deficiency balances will be eliminated, and SC will ask credit reporting agencies to delete the tradelines for these loan accounts from the Settlement Class Members' credit reports.

Cash Benefits For Settlement Class Members Who Made Payments After Car Was Sold: SC will create a Settlement Fund of \$1.9 million. If you paid any money toward your deficiency balance after your repossessed car was sold, then you will get a cash payment from the Settlement Fund. Your payment will be calculated by comparing what you paid SC after your car was sold to the total of such payments Settlement Class Members made to SC. It will also depend on how much money remains in the Settlement Fund after the payment of settlement administrative costs in excess of \$65,000 and any incentive payment to the Class Representative.

IF ELIGIBLE, YOU DO NOT NEED TO DO ANYTHING TO RECEIVE THESE BENEFITS.

Attorney's Fees and Costs, Service Awards, and Settlement Administration: SC has also agreed to pay an additional amount of up to \$2,500,000 to cover Class Counsel's attorney's fees and costs, \$10,000 to the Class Representative as an incentive award, and up to \$65,000 to cover the cost of administration of the settlement. The incentive award and any costs of administration in excess of \$65,000 will be paid out of the Settlement Fund.

Reverter and Cy Pres: If, after all cash benefits are distributed, residual funds remain in the Settlement Fund (*e.g.*, because of uncashed checks), up to \$65,000 of that residue will revert to SC to cover the costs of settlement administration. Any residue in the Settlement Fund in excess of \$65,000 shall be distributed evenly to the following *cy pres* charitable recipients: Legal Aid of Columbus and Legal Aid of Cleveland.

6. When would I receive my benefits?

Once the deadlines for opting out and objecting to the settlement set forth below have passed, the Court will hold a Final Approval Hearing on **April 5, 2021** to decide whether to approve the settlement. If the judge approves the settlement and there are no appeals, SC will promptly waive your deficiency balance and request that credit reporting agencies remove your tradeline within sixty (60) days of the Final Approval Order. We estimate that checks for the cash payment benefit will be mailed around **July 6, 2021**. However, because it is always possible for there to be unexpected delays or appeals, it is possible that these benefits will be delayed by a year or more, or that an appeals court will determine that the benefits may not be conferred.

We will provide regular updates of the status of the Settlement at www.OhioNOISettlement.com. If your contact information changes, please submit your new contact information to the Settlement Administrator or Class Counsel via that website.

7. What am I giving up for these benefits?

In exchange for the benefits described in this Notice, and if the Court grants final approval of the settlement, all Settlement Class Members who do not opt out of the settlement are giving up (also called “releasing”) their right to sue SC for claims related to the repossession of their vehicle, the collection of a deficiency balance, or the reporting of a deficiency balance to a credit bureau, or any other claims that were or could have been brought based upon the facts alleged in the Action, including any claims under the OUCC, CSPA, and RISA.

You will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against SC if those claims are included among those released in the Settlement.

As part of this Settlement, the Court has preliminarily enjoined all Settlement Class Members and/or their representatives (who do not timely exclude themselves from the Class) from maintaining, commencing, prosecuting, or pursuing any Released Claim as Settlement Class Members or otherwise against SC (or against any of their related parties or affiliates).

Upon final approval of the settlement, Plaintiffs and SC will ask the Court to make this injunction permanent. All Settlement Class Members will be bound by this permanent injunction.

The Settlement Agreement is available at www.OhioNOISettlement.com and provides more detail regarding the Release.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court has decided that the lawyers at Frederick & Berler LLC are qualified to represent you and all Settlement Class Members. These lawyers have been designated as “Class Counsel” based on a determination that they are capable and experienced in handling complex consumer class actions.

You can contact Class Counsel at:

Ronald I. Frederick
FREDERICK & BERLER LLC
767 East 185th Street
Cleveland, Ohio 44119
216-502-1055
216-566-9400 (fax)
ronf@clevelandconsumerlaw.com

Daniel P. Goetz
WEISMAN, KENNEDY & BERRIS CO., L.P.A.
1600 Midland Building
101 W. Prospect Avenue
Cleveland, Ohio 44115
dgoetz@weismanlaw.com

9. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$2,500,000 for their attorneys’ fees and costs. The Court may award less than the requested amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to be able to sue SC for the claims that are covered by the release in this lawsuit, you must exclude yourself from the Class. This process is also sometimes referred to as “opting out.”

10. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must submit a Request to Opt Out to the Settlement Administrator. The Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person 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.” Your exclusion must be postmarked no later than **March 4, 2021**, and must be mailed to:

Rayburn v. Santander Consumer USA Inc.
c/o JND Legal Administration
PO Box 91389
Seattle, WA 98111

If you ask to be excluded, you will **not** receive any settlement benefits, and you **cannot** object to the settlement.

However, if your request for exclusion is late or deficient, you will be considered a part of the Settlement Class, you will be bound by the settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

OBJECTING TO THE SETTLEMENT

If you remain in the class, you can tell the Court you do not agree with the settlement or some part of it.

11. How do I tell the Court I do not like the Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement benefits will be conferred and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections shall be filed with the Clerk of Court either by mailing them to the Office of the Clerk, Joseph P. Kinneary U.S. Courthouse, United States District Court for the Southern District of Ohio, Room 121, 85 Marconi Boulevard, Columbus Ohio 43215, or by filing them in person at any location of the United States District Court for the Southern District of Ohio, and must be filed or postmarked on or before **March 4, 2021**.

All written objections must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a fairness hearing on **April 05, 2021 at 9:30 a.m.** at the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215, Room 301, before the Honorable Edmund A. Sargus, Jr., United States District Judge. Due to the ongoing COVID-19 pandemic, the fairness hearing may be conducted telephonically or virtually. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approval the settlement. We do not know how long these decisions will take. The fairness hearing may be postponed without further notice to the Class. If you plan to attend the hearing, you should check www.OhioNOISettlement.com or the Court's PACER site at <https://ecf.ohsd.uscourts.gov>, to confirm that the date has not been changed.

13. Do I have to come to the hearing?

No. Class Counsel will represent you and will answer any questions Judge Sargus may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to the Court to talk about it. As long as you submitted in on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter to the Office of the Clerk at the address listed in section 11, saying that it is your "Notice of Intention to Appear at the Fairness Hearing in *Rayburn v. Santander Consumer USA Inc.*, Case No. 2:18-cv-1534." You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or emailed no later than **March 4, 2021** and must include copies of any papers, exhibits, or other evidence that you plan to present to the Court. This requirement may be excused upon a showing of good cause.

You cannot speak at the hearing if you have opted out or excluded yourself, because the case no longer affects you.

GETTING MORE INFORMATION

15. Are there more details about the Settlement?

This Notice is intended to be a summary of the terms of the Settlement. The Settlement Agreement, Complaint, and this Notice are all available at www.OhioNOISettlement.com.

You may also obtain this information by contacting the Settlement Administrator at (888) 681-1076, class counsel at Frederick & Berler LLC at (216) 502-1055 or Weisman, Kennedy & Berris Co., L.P.A. at (216) 781-1111, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.ohsd.uscourts.gov>, or by visiting the Office of the Clerk for the United States District Court for the Southern District of Ohio at 85 Marconi Boulevard, Columbus, Ohio 43215, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

By order of the United States District Court for the Southern District of Ohio.

Dated: [10/28/2020]