

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

**FRENZETTA WILSON and
RONNIE DICKERSON, on behalf of
themselves and all others similarly situated,**

Plaintiffs.

Case No. 4:20-cv-00152-KGB

v.

Judge Kristine G. Baker

SANTANDER CONSUMER USA INC.,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between (i) Plaintiffs Frenzetta Wilson and Ronnie Dickerson (“Plaintiffs”), individually and as class representatives on behalf of the Settlement Class, and (ii) Defendant Santander Consumer USA Inc. (“SC”) as of the latest date that all signatories below have executed the agreement. The Parties intend and agree to resolve, discharge, and settle fully, finally, and forever the claims of the Settlement Class asserted in the class action captioned *Frenzetta Wilson et al., v. Santander Consumer USA Inc.*, Case No. 4:20-cv-00152-KGB, pending in the United States District Court for the Eastern District of Arkansas, subject to approval of the Court.

RECITALS

A. On January 13, 2020, Plaintiffs filed a class action complaint alleging SC improperly charged them a convenience fee each time they paid their car loan payments by telephone, IVR, or the internet. Plaintiffs asserted a single claim against SC for violation of the Texas Debt Collection Act (“TDCA”).

B. The Parties have engaged in written discovery and exchanged documents. The Parties have also briefed many of the issues in this matter through motions practice and mediation statements.

C. On December 2, 2021, the Parties participated in an arm’s length mediation before Bruce A. Friedman, Esq. to attempt to resolve the Action.

D. Based upon their discovery, investigation, and evaluation of the facts and law relating to the matters in the pleadings, and the mediation before Mr. Friedman, the Parties have agreed to settle this Action pursuant to the provisions of this Agreement.

E. SC has denied and continues to deny each and every allegation of liability, wrongdoing, and damages, and believes it has substantial factual and legal defenses to all of the claims and class allegations asserted in the Action. SC has always maintained, and continues to maintain, that it has acted in accordance with governing law. Plaintiffs maintain the strength of their positions and the validity of their claims. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member, any fault, liability, wrongdoing or damage, or any defenses asserted by SC. The Parties nonetheless have concluded that continuing the Action would be protracted, expensive, and disruptive to its business and/or their lives. They therefore desire to fully and finally settle the Action on the terms and conditions set forth herein to avoid the further expense, inconvenience, and distraction of the Action and to dispel any related uncertainty.

F. By this Agreement, and recognizing the consideration provided for under this Agreement, the Class Representatives and Class Counsel intend to fully and finally resolve the remaining claims against SC in connection with the Action, as more fully set forth herein.

G. The Class Representatives and Class Counsel recognize the expense and length of proceedings necessary to continue the litigation through further discovery, motion practice, trial, and any possible appeals. They have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto.

H. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interests of the Class Representatives and the Settlement Class, and is fair, adequate and reasonable based upon the

substantial benefits that the Settlement bestows upon the Settlement Class. Specifically, SC will pay Eight Hundred Thousand dollars (\$800,000.00) into a Settlement Fund for the benefit of the Settlement Class, which include but is not limited to, payments to Settlement Class Members, payments for costs and expenses related to Class Notice as well as the implementation and administration of the Settlement, payment of Attorneys' Fees and Expenses for Class Counsel; and payment of Service Payments for the Class Representatives, as approved by the Court.

I. This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of this Action on a class-wide basis. This Agreement and the Settlement it evidences are made in compromise of disputed claims. Because the Action is pled as a class action, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Class Representatives and SC enter into this Agreement and associated Settlement on a conditional basis. In the event that SC or the Class Representatives exercise a right herein to terminate or rescind this Agreement, the Court does not execute and enter the Final Approval Order, or the associated Judgment does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever by anyone, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature, and the mediation privilege. Notwithstanding the foregoing, SC may use, offer, admit, or refer to the Agreement and to the Settlement reached therein where necessary to defend itself in any other action, or in any other judicial, administrative, regulatory, arbitration, or proceeding.

J. The Parties expressly reserve all rights, claims, and defenses, and do not waive any such rights, claims or defenses in the event that the Agreement does not receive final approval for

any reason. The Parties agree that they each retain and reserve all rights, and agree not to take a position to the contrary. The Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that SC could not contest class certification and/or proceeding collectively on any grounds if the Action were to proceed, or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1. Definitions.

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

1.1. “Account” or “Accounts” means each Settlement Class Member’s account with SC related to the financing of their vehicles, which are the subject of this Action.

1.2. “Action” means the matter filed in Circuit Court of Jefferson County, Arkansas on or about January 13, 2020, and subsequently removed to the United States District Court for the Eastern District of Arkansas – Central Division on or about February 14, 2020, Case No. 4:20-cv-00152-KGB, entitled *Frenzetta Wilson et al., v. Santander Consumer USA Inc.*

1.3. “Agreement” means this Settlement Agreement and Release and all of its attachments and exhibits, which the Class Representatives and SC understand and agree sets forth all material terms and conditions of the Settlement of the Action between them and which is subject to Court approval. It is understood and agreed that SC’s obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

1.4. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel pursuant to paragraph 15 of the Agreement to compensate them for their fees, costs and expenses incurred in the Action.

- 1.5. “SC” means Defendant Santander Consumer USA Inc.
- 1.6. “Class” means all persons in the U.S. who have a car loan with SC with a Texas choice of law provision who paid a convenience fee in connection with a loan payment made online, over the phone, or by interactive voice recognition (IVR) during the period of January 13, 2016 to the date of final approval of the Settlement.
- 1.7. “Class Counsel” means, collectively, all counsel of record representing the Class Representatives in this Action.
- 1.8. “Class Member” means a natural person who is a member of the Class. Based on currently available information, SC estimates that there are approximately 35,001 potential Class Members.
- 1.9. “Class Representatives” mean Frenzetta Wilson and Ronnie Dickerson, the named Plaintiffs and proposed Class Representatives in the Action, identified in the first paragraph of this Agreement.
- 1.10. “Convenience Fee” means a fee paid to SC for making a car loan payment online, over the phone, or through IVR during the period of January 13, 2016 through the date of final approval of the Settlement.
- 1.11. “Complaint” means the class action complaint filed by the Class Representatives in the Action, or any other subsequent complaint that may be filed.
- 1.12. “Court” means the United States District Court for the Eastern District of Arkansas.
- 1.13. “Credit Reporting Agency” or “Credit Reporting Agencies” refers to TransUnion, Experian, Equifax, and any other credit reporting agency to which SC furnishes information to.
- 1.14. “Defendant” refers to Defendant SC.
- 1.15. “Defense Counsel” shall mean Defendant’s counsel of record in the Action.

1.16. “Distribution Date” means thirty (30) days after the Effective Date.

1.17. “Effective Date” means the date when all of the conditions set forth in section 2 have occurred, provided, however, that no party has exercised the right of termination under section 13 of this Agreement.

1.18. “Final” means seven (7) days after the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; (iii) if no appeal is filed, the expiration of the date of the time for the filing or noticing any form of valid appeal or writ review from the Judgment. If the Judgment is set aside, modified, or overturned by any court including on appeal and is not fully reinstated on appeal, the Judgment shall not become final.

1.19. “Final Approval Hearing” means a hearing to be set by the Court to take place on or about the date which is at least one hundred eighty days (180) days after the filing of the Preliminary Approval Motion for the purpose of:

- (i) Determining the fairness, adequacy and reasonableness of the Agreement and associated Settlement pursuant to class action procedures and requirements;
- (ii) Determining the good faith of the Agreement and associated Settlement;
and
- (iii) Entering Judgment.

1.20. “Final Approval Order and Judgment” shall mean an order to be entered and filed by the Court finally approving the Settlement and dismissing the Action with prejudice, substantially in the form attached hereto as **Exhibit 3**.

1.21. “IVR” means interactive voice response.

1.22. “Judgment” means the judgment and order of dismissal with prejudice set forth in the Final Approval Order and Judgment.

1.23. “Mail Notice” means the postcard Notice that is mailed by the Settlement Administrator to potential Settlement Class Members, in substantially the form attached as **Exhibit 1-A** to this Agreement and/or as ultimately approved by the Court. Mail Notice shall be mailed forty-five (45) days after SC provides the Settlement Administrator with the Notice List.

1.24. “Mr. Dickerson” means Class Representative Ronnie Dickerson.

1.25. “Ms. Wilson” means Class Representative Frenzetta Wilson.

1.26. “Notice” or “Class Notice” means a notice entitled “Notice of Proposed Settlement of Class Action” to be approved by the Court, substantially in the form attached hereto as **Exhibit 1-B**.

1.27. “Notice List” means a list, to be treated as Confidential Information pursuant to the terms of the Protective Order, entered into and signed by the Court on April 28, 2021, listing the names and addresses of all Class Members, as prepared by SC.

1.28. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with section 12 of this Agreement to be able to object to the Settlement. The Objection Deadline shall not be later than forty-five (45) days prior to the Final Approval Hearing.

1.29. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a request to opt out must be filed or submitted in writing to the Settlement Administrator in accordance with section 11 of this Agreement in order for a person who would otherwise fall within the definition of the Settlement Class to be excluded from the

Settlement Class. The Opt-Out Deadline shall not be later than forty-five (45) days prior to the Final Approval Hearing.

1.30. “Parties” means the Class Representatives, on behalf of themselves and all Members of the Settlement Class, and SC.

1.31. “Preliminary Approval Order” means an order to be executed and filed by the Court entitled “Order Preliminarily Approving Settlement and Providing for Notice” substantially in the form attached hereto as **Exhibit 2**.

1.32. “Released Claims” mean, as of the Effective Date, any and all claims, defenses, demands, actions, causes of action, offsets, setoffs, suits, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever in law or in equity, for any relief whatsoever, including monetary, sanctions or damage for contempt, injunctive, or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to allegations that were or could have been asserted or alleged in the Complaint, or relate to any Convenience Fee paid by any Class Member through the date of entry of the Final Approval Order.

1.33. “Releasees” means (1) SC; (2) each of SC’s past, present, or future parents, holding companies, subsidiaries, affiliates, vendors, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, vendors, agents, successors, assignors, assignees, and/or assigns, and each of their respective present, former, or future officers, directors, shareholders, employees, representatives, consultants, accountants, and attorneys.

1.34. “Releasers” means the Class Representatives, all Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them.

1.35. “Service Payment” means such funds described in paragraph 16 of the Agreement as may be awarded by the Court to the Class Representatives in recognition of their time, effort, and service to the Class, expended in pursuing the Action and in fulfilling their obligations and responsibilities as the Class Representatives.

1.36. “Settlement” means the settlement terms set forth in this Agreement.

1.37. “Settlement Administrator” means third-party JND Legal Administration, which will act as the settlement administrator and assist with implementing and effectuating the terms of this Agreement.

1.38. “Settlement Class” means the collective group of all of the Class Members who do not properly and timely exclude themselves from the Settlement, and who will become bound by the Final Approval Order and Judgment when the Effective Date occurs.

1.39. “Settlement Class Member” means any person who is a member of the Settlement Class.

1.40. “Settlement Fund” means the Eight Hundred Thousand dollars (\$800,000.00) that SC shall pay without reversion pursuant to section 3 of the Agreement. The Settlement Fund is for the benefit of the Settlement Class and will be used to pay class claims to Settlement Class Members, the Service Payment, Attorneys’ Fees and Expenses, and any costs of settlement administration.

1.41. “Settlement Website” means the website to be established by the Settlement Administrator as set forth in section 7.

1.42. “Unknown Claims” mean any Released Claims which any Releasor does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Releasees, or might have affected his or her decision to opt out of the Settlement Class or to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representatives shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have to the fullest extent allowed by law, waived the provisions, rights, and benefits of any statute or principle of common law which provides that general releases do not extend to claims which the Releasor does not know or suspect exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor. Each Releasor may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasors, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released to the fullest extent allowed by law any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, contract, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material term of the Settlement of which this release is a part of.

1.43. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

1.44. Other terms are defined in the text of this Agreement and shall have the meaning given to those terms in the text. In all documents related to the Settlement, capitalized terms shall have the meanings given to them in this Agreement.

2. Conditions and Effectiveness of Agreement.

2.1 This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. The Effective date of this Agreement shall be the date when all of the following actions and events identified in this section have occurred.

2.2 The Parties have signed the Agreement.

2.3 Class Action Fairness Act. This Settlement shall be administered as if governed by 28 U.S.C. § 1715. The Settlement Administrator shall provide the notices required by 28 U.S.C. § 1715 to all appropriate federal and state officials within ten (10) days after the Motion for Preliminary Approval is filed, but in no event shall the Final Approval Hearing take place prior to the provision of effective notices and the expiration of the statutory time. The Final Approval Order and Judgment shall make a finding that 28 U.S.C. § 1715 was fully complied with.

2.4 Court Approval. The Court approves this Agreement in accordance with the following steps:

2.4.1 Motion for Preliminary Approval. After good faith consultation with Defense Counsel, Class Counsel will file a Motion for Preliminary Approval to the Court within fourteen (14) days of execution of this Agreement including the Class Notice, in substantially the

form of **Exhibits 1-A and 1-B** hereto, and the Preliminary Approval Order, in substantially the form of **Exhibit 2** hereto.

2.4.2 Certification of Settlement Class for Settlement Purposes. In connection with the proceedings for Preliminary and Final Approval, the Class Representatives shall seek orders (Preliminary and Final, respectively) certifying the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure for purposes of this Settlement only.

2.4.3 Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially the form of that attached **Exhibit 2** hereto, which shall among other things, preliminarily:

- a. Certify the proposed Class under Rule 23 of the Federal Rules of Civil Procedure for settlement purposes only;
- b. Approve this Agreement as fair, reasonable and adequate under Rule 23 of the Federal Rules of Civil Procedure subject to final determination by the Court;
- c. Approve the appointment of the Class Representatives as representatives of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement;
- d. Approve and authorize dissemination of a form of Mail Notice substantially in the form of **Exhibit 1-A** to be sent by the Settlement Administrator to the individuals on the Notice List by first class mail forty-five (45) days after SC provides it with the Notice List;
- e. Approve a form of Notice substantially in the form of **Exhibit 1-B** to be posted by the Settlement Administrator to the Settlement Website forty-five (45) days after SC provides it with the Notice List;

- f. Schedule a Final Approval Hearing;
- g. Establish a procedure for Settlement Class Members to exclude themselves and set a date, no earlier than sixty (60) days after the Settlement Administrator sends Mail Notice after which no Settlement Class Member shall be allowed to opt out of the Settlement and shall be bound to the terms of the Settlement;
- h. Establish a procedure for Settlement Class Members to appear and/or object to the Settlement and set a date, no earlier than sixty (60) days after the Settlement Administrator sends Mail Notice, after which no Settlement Class Member shall be allowed to object;
- i. Require any attorneys representing Settlement Class Members, at the Settlement Class Member's expense, to file a notice of appearance;
- j. Stay all proceedings in the Action against Defendant, other than proceedings as may be necessary to carry out the terms and conditions of the Agreement;
- k. Pending entry of a Final Approval Order and Judgment, and upon expiration of the Opt-Out Deadline, preliminarily enjoin each Settlement Class Member from maintaining, commencing, prosecuting or pursuing directly, representatively, or in any other capacity any Released Claim subsumed and covered by the Release in this Agreement in any court or arbitration forum;
- l. Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and
- m. Authorize the Parties to take all necessary and appropriate steps to implement the terms of this Agreement.

2.5 Class Notice. Within forty-five (45) days entry of SC providing the Settlement Administrator with the Notice List, the Settlement Administrator shall cause the Class Notice to be posted to the Settlement Website pursuant to the Preliminary Approval Order and the terms of this Agreement. As part of this process, the Settlement Administrator will remove any duplicates from the list of potential Class Members that may appear on the Notice List. The Parties agree and acknowledge that any changes to the Class size that may result from this process is not a substantial change under this Agreement.

2.6 Final Approval Order and Judgment. The Court shall enter the Final Approval Order and Judgment substantially in the form attached as **Exhibit 3**, which shall among other things:

- a. Find that (i) the Court has personal jurisdiction over the Settlement Class Members, (ii) the Court has personal jurisdiction over the claims asserted in the Action, and (iii) venue is proper;
- b. Finally approve the Settlement;
- c. Finally certify the Settlement Class for settlement purposes only;
- d. Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and find that the Parties and procedures used complied with federal law so as to give full effect to the Settlement;
- e. Enter Final Judgment with respect to the Released Claims of all Settlement Class Members and dismiss the Released Claims with prejudice;
- f. Make the Releases in section 10 of this Agreement effective as of the date of the Final Approval Order and Judgment;

g. Permanently bar and enjoin the Class Representatives and all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;

h. Permanently bar and enjoin the Class Representatives and all Settlement Class Members from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Members but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims);

i. Find that, by operation of the entry of the Final Approval Order and Judgment, the Class Representatives and all of the Settlement Class Members shall be deemed to have forever released, relinquished, and discharged Releasees from any and all Released Claims;

j. Authorize the Parties to implement the terms of this Agreement;

k. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Approval Order and Judgment, and for any other necessary purposed; and

l. Issue related orders to effectuate the final approval of the Settlement and its implementation.

2.7 No Injunctive Relief. The Final Approval Order and Judgment shall not provide for any injunctive relief against Defendant.

2.8 Finality of Approval Order and Judgment. The Final Approval Order and Judgment shall become Final upon the expiration of the time for filing any appeal or other form of objection

to the Final Approval Order and Judgment, full and final resolution of any appeal or objection that may be filed, and expiration of the time for seeking review of that disposition through an appeal, *en banc* hearing, or higher level of review.

3. Settlement Consideration.

3.1 In consideration for the Releases set forth in section 10 and other consideration set forth in the Agreement, SC will provide the following consideration.

3.2 Settlement Monetary Consideration.

3.2.1 Within thirty (30) days after the Court's entry of the Preliminary Approval Order, SC will fund the Settlement Fund by depositing the sum of Eight Hundred Thousand dollars (\$800,000) into an escrow account with the Settlement Administrator, the terms of which shall be subject to SC's approval.

3.2.2 The Settlement Administrator's costs, including costs associated with disseminating the Mail Notice and Class Notice, creating and maintaining the Settlement Website and the call center, processing requests for exclusions and/or objections, distributing checks to Settlement Class Members, and any escrow, administrative fees and costs associated with the Settlement Administrator's distribution of payments after the Settlement Administrator provides the information set forth in section 6.4, shall be paid out of the Settlement Fund.

3.2.3 After deducting any Court-approved Service Payment to the Class Representative, Court-approved Attorneys' Fees and Expenses, and administrative costs from the Settlement Fund, Settlement Class Members shall be paid from the Settlement Fund in an amount equal to the Settlement Class Member's proportionate share of the Settlement Fund, relative to the total dollar amount of Convenience Fees paid by the Settlement Class Member. If an account lists more than one person as a customer, debtor, or guarantor, the check will be made payable to the

person listed in SC's records as the primary account holder.

3.2.4 SC represents that, to the best of its knowledge based on researching customer accounts, the total dollar amount of Convenience Fees paid by Settlement Class Members is approximately \$3,680,483.

3.2.5 Under no circumstances shall SC's total payment obligation under the Agreement exceed \$800,000, which is inclusive of all payments to the Settlement Class, costs of notice and administration, and Attorneys' Fees and Expenses and Service Payments to the Class Representatives, as approved by the Court.

3.2.6 Nothing in section 3.2 is an admission either about SC's current or past practices, or an admission that the terms are mandated by law or other requirement.

3.2.7 The relief set forth in this section shall not operate as an injunction or otherwise provide any Class Member or governmental official or agency, or any other person or entity with any right or power to seek direct enforcement of its terms.

3.3 Request to Delete Tradelines.

3.3.1 Within sixty (60) days of the Effective Date, SC will request that the Credit Bureaus (every Credit Bureau that SC has furnished information to on any Class Member) delete SC's trade lines associated with any Accounts with SC, as it relates to Plaintiffs or any Settlement Class Member. SC is not required to request trade line deletion of any other co-borrowers on the Account. If, at any time, following ninety (90) days after the Effective Date, any Class Member determines that any Credit Bureau has not complied with the requests of SC, Class Members agree to provide prompt written notice to SC's counsel of record and to provide full copies of any credit bureau reports for which any Class Member contends the Account was not deleted. In that event, SC shall, within thirty (30) days following the receipt of such notice and reports, re-contact each

and every Credit Bureau reporting the Account and again request that the Account be deleted from Class Members' credit report (the "Second Request"). SC is not required to request deletion from any credit reporting agency that SC has not furnished information about the Account to. Class Members acknowledge that the Credit Bureaus are separate entities from SC, and it is each Class Member's responsibility to contact the Credit Bureaus to verify that they have taken action consistent with the request of SC, and that no cause of action can or will be stated, including any for breach of this Agreement against SC, in the event any credit reporting agency fails to so amend Class Member's credit history. Class Members further acknowledge that SC cannot control what information third parties may furnish to Credit Bureaus, including but not limited to third parties who may have purchased or otherwise acquired Class Members' SC Accounts, and, further, that SC can only request the deletion of its own tradelines associated with Class Members' accounts. Class Members expressly acknowledge that Class Members understand the limitations of SC in this regard, and that any action, inaction, omission and/or error by third parties or the Credit Bureaus is not and shall not be attributable to SC, in any way, and shall not constitute a breach of this Agreement. Upon completion of the Second Request, SC shall have no further obligations under this Paragraph.

3.3.2 Nothing in section 3.3 is an admission either about SC's current or past practices, or an admission that the terms are mandated by law or other requirement.

3.4 Tax Treatment. This Agreement is enforceable regardless of its tax consequences. For each payment made pursuant to this Agreement, SC, itself or through the Settlement Administrator, may report each payment to government authorities including the Internal Revenue Service as required by law, and it shall make all required deductions and/or withholdings. The Settlement Administrator further may issue a Form 1099 to each Settlement Class Member.

Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Agreement. The Parties make no representations and it is understood and agreed that the Parties have made no representations as to the taxability of any portions of the settlement payments to any Settlement Class Members. SC makes no representations and it is understood and agreed that SC has made no representations as to the taxability of the payment of any Attorneys' Fees and Expenses, or the payment of any Service Payments to the Class Representatives. The Notice will advise Class Members to seek their own tax advice prior to acting in response to the Notice, and the Class Members, Class Representatives, and Class Counsel agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

3.5 Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the determination, administration, calculation, investment, allocation, distribution, or payment of award amounts or distributions, the payment or withholding of taxes, or any losses incurred in connection therewith. No person shall have any claim against Releasees, Class Counsel or any other agent designated pursuant to this Agreement based upon the distributions made substantially in accordance with this Agreement or any order of Court.

3.6 Class Members, and to the extent necessary Class Counsel, will work with the Settlement Administrator to obtain any documentation or information necessary for the Settlement Administrator to carry out its duties under this Agreement, including payment to any Settlement Class Member under section 3.

4. Qualified Settlement Fund.

4.1 The Settlement Fund shall constitute a “qualified settlement fund” (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

4.2 Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide SC with that employer identification number on a properly completed and signed IRS Form W-9.

4.3 If requested by either SC or the Settlement Administrator, the Settlement Administrator and SC shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1 (j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

4.4 Following its remittances of the Settlement Fund monies as described in paragraph 3.2.1 of this Agreement, SC shall have no responsibility, financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of opt out letters, payments Settlement Class Members, payments to the Class Representatives, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge SC obligation to the Class Representatives, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

4.5 The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

5. Payments from the Settlement Fund.

5.1 Within thirty (30) days of the Effective Date, and using the Notice List as set forth in section 7.2, the Settlement Administrator shall remit payment to the Settlement Class Members in the amount set forth in section 3.2.3.

5.2 For Settlement Class Members whose checks are returned by the U.S. Postal Service for lack of current correct address, the Settlement Administrator shall seek an address correction via an advanced address search or skip tracing, and then re-send their checks to any subsequently obtained address that the Settlement Administrator reasonably believes to be valid. After one re-mailing, neither the Settlement Administrator nor SC shall have any further obligation to locate any particular Settlement Class Member.

5.3 Checks shall be valid for 120 days after the Distribution Date and the checks shall state “void after 120 days” or words to that effect. Settlement Class Members who are not located

or whose checks are not cashed within 120 days shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the settlement. The Settlement Administrator may void any checks issued to such Settlement Class Members.

5.4 The Settlement Administrator shall notify counsel in writing within 150 days after the Distribution Date of the number of Settlement Class Members who were sent checks, the number of Settlement Class members who did not cash their checks, and the total dollar amount of the checks distributed by the Settlement Administrator, and the total dollar amount of uncashed checks. Such monies shall revert back to the Settlement Fund and shall be paid out as a *cy pres* as detailed in Section 5.5 below.

5.5 Cy Pres. 180 days after the Distribution Date, the residue of the Settlement Fund including any monies from uncashed checks, if any, shall be distributed to a 26 U.S. §501(c)(3) non-profit charitable organization(s) to be agreed upon by the Parties and approved by the Court. The Parties propose the Arkansas Jump\$tart Coalition, a non-profit organization that seeks to improve the personal financial literacy of Arkansas's youth. Neither the Parties nor their respective counsel have any relationship with the proposed Non-Profit Recipient.

6. Retention and Duties of Settlement Administrator.

6.1 The Settlement Administrator shall administer the Settlement pursuant to the terms of this Agreement. The Settlement Administrator shall be responsible for Mail Notice and Class Notice, which are substantially in the form of **Exhibits 1-A and 1-B** attached hereto (including data standardization and de-duplication of the Notice List including updating addresses through National Change of Address (NCOA), reasonable efforts to update addresses for undeliverable notices, and printing and mailing the Mail Notice), drafting and submitting the CAFA notice

required by 28 U.S.C. § 1715, creating and hosting an informational website with downloadable forms (as necessary) and case information, deploying and operating an automated toll-free contact center, including Interactive Voice Response (which does not provide a live operator) to provide information and answer questions, distributing the Service Payment to the Class Representatives, and distributing payments Settlement Class Members. The Settlement Administrator shall also be responsible for additional tasks the Parties jointly agree are necessary to accomplish administration of the Settlement.

6.2 The Settlement Administrator shall not have any duties with respect to settlement administration apart from those expressly provided for in this Agreement. SC shall not be responsible for any costs of the Settlement Administrator for additional services provided outside the scope of this Agreement.

6.3 SC will coordinate with the Settlement Administrator to provide Mail Notice to the Settlement Class, as provided in this Agreement. Because the information about Settlement Class members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by SC will be used solely for the purpose of effecting this Settlement and otherwise shall comply with SC vendor and information security requirements. Any such information provided to the Settlement Administrator will not be provided to the Class Representatives or Class Counsel. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any

or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

6.4 The Settlement Administrator shall complete and provide to SC any W-9 forms necessary for SC to pay for the settlement administration costs and to otherwise implement this Settlement.

7. Notice to the Class and Settlement Website.

7.1 Subject to the Court's approval, the form of Notice shall be substantially in the form of **Exhibits 1-A and 1-B** attached hereto.

7.2 Within ten (10) days of the Court's entry of the Preliminary Approval Order, SC shall provide the Settlement Administrator the Notice List. The Notice List will include the total number and dollar amount of Convenience Fees, and the names and addresses of all Class Members. The Settlement Administrator shall treat the Notice List as confidential pursuant to the terms of the Protective Order and section 6.3 of this Agreement. SC represents and warrants that the Notice List includes all Class Members to the best of its knowledge.

7.3 If the Court provides authorization to send the Court-approved notices to the individuals on the Notice List, the Settlement Administrator will mail the Mail Notice to the individuals on the Notice List via first class mail through the United States Postal Service, postage pre-paid to any individuals on the Notice List with addresses in SC's records no later than thirty (30) days after SC provides it with the Notice List. The Agreement and Notice shall also be posted on the Settlement Website no later than the mailing of the Mail Notice, as outlined in this section.

7.4 Following the dissemination of the Mail Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing.

7.5 Unless the Settlement Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this paragraph, that Notice shall be deemed mailed and received by the individual to whom it was sent five (5) days after mailing. In the event that subsequent to the first mailing of a Notice, and prior to fourteen (14) days before the Opt-Out Deadline, the Notice is returned to the Settlement Administrator as undeliverable without forwarding addresses, the Settlement Administrator shall conduct a skip trace to locate more current addresses for Class Members and re-mail the Notice to any new addresses obtained. If forwarding address information is obtained by return mail, the Settlement Administrator shall promptly forward the Notice to the addressee via first-class regular U.S. mail indicating on the Notice the date on which it was-remailed, and the Notice will be deemed mailed at that point. The Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this paragraph shall be construed to extend the Opt-Out Deadline for any Class Member.

7.6 No later than thirty (30) days after the Effective Date, the Settlement Administrator, upon the approval of the Court to file under seal pursuant to the Protective Order (to protect the names, addresses, and other personal information of Class members), will cause to be filed with the Court a list of the names and addresses of all Class Members to whom the Notice was sent.

7.7 No later than the mailing of the Mail Notice, the Settlement Administrator shall establish the Settlement Website, which shall contain copies of this Agreement and Exhibits including the Class Notice as well as the Complaint, the Preliminary Approval Order, motions for Attorneys' Fees and Expenses, and the Final Approval Order and Judgment. The Settlement Website shall remain open and accessible until at least sixty (60) days following entry of the Final Approval Order and Judgment.

8. Covenants Not to Sue.

8.1 The Class Representatives, on behalf of themselves and the Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any Releasees; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class, but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any Releasees; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Releasees.

9. Representations and Warranties.

9.1 The Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any Releasees, and further covenant that they will not assign or otherwise transfer any interest in any of the Class Representatives' Released Claims.

9.2 The Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Releasees with respect to any of the Released Claims.

9.3 The Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Agreement as a result of arm's-length negotiations and mediation among their counsel and before mediator Bruce Friedman, Esq., that

in executing the Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel and mediator Friedman, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Agreement by representations, statements or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement. Each of the Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1 On the Effective Date, Releasors, including but not limited to the Class Representatives, on their own behalf and on behalf of each Settlement Class Member, by operation of this Release and the Judgment set forth in the Final Approval Order and Judgment, do hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim. The Parties agree that Releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this paragraph, and that in that event, Releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

10.2 Releasors acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Release, that it is possible that unknown facts, losses or claims exist, and that known losses may have been underestimated in amount or severity. This was explicitly taken into account in connection with this Agreement. It is the Releasors' intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally, and forever settle and release each and every one of the Releasees from each and every Released Claim.

10.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Action or its Settlement in the form of the Notice or otherwise. The Release and agreements contained in this section 10 shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.4 On the Effective Date, Releasors hereby release Releasees from each and every Released Claim.

10.5 Promptly after the Effective Date, Settlement Class Members shall dismiss with prejudice all claims, actions or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and SC learns of the action, SC may provide notice to the Settlement Class Member of this Settlement and request dismissal of the action.

10.6 Releasors, including but not limited to the Class Representatives, on their own behalf and on behalf of each Settlement Class Member, expressly acknowledge that they are

familiar with and, upon final approval of this Settlement, waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by any of the following:

10.6.1 Section 1542 of the Civil Code of the State of California, which states that:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

10.6.2 any law of any and all equivalent, similar, or comparable federal or state rules, regulations, laws, or principles of law of any other jurisdiction that may be applicable herein; and/or,

10.6.3 any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in the Agreement.

10.7 The Releasors expressly agree that by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, including any claims that Releasors, or any of them, does not know or suspect to exist in his or her favor at the time of the release that if known by him or her, might have affected his or her settlement with and release of Releasees, or might have affected his or her decision not to object to or opt out of this Settlement.

10.8 The Releasors acknowledge that they may hereafter discover claims or facts other than or different from those which they know, believe, or suspect to be true with respect to the subject matter of the Released Claims, but the Releasors expressly waive and fully, finally, and

forever settle and release any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, whether class, individual, or otherwise in nature, including, without limitation, those known or unknown or capable of being known; those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time; those which are foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, and/or contingent or non-contingent; and those which are accrued, unaccrued, matured or not matured, all from the beginning of the world until the Effective Date, under the laws of any jurisdiction, which Releasors or any of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, arising out of the Released Claims. The release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims in this paragraph is contractual and not a mere recital.

11. Opt Out Rights.

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.2 In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website, a request to opt out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The opt-out request 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.” Mass or class opt outs shall be void. Any timely written request for exclusion submitted by any co-borrower or joint borrower on a given loan will have the effect of excluding all other co-borrowers or joint borrowers on that loan, none of whom thereafter will be treated as a Settlement Class Member.

11.3 Any Settlement Class Member who does not opt out of the Settlement in the manner described herein 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.

11.4 Any Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this section, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any Releasees, or (b) is, or becomes, a putative or actual class member in any other class action filed against any Releasees.

11.5 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.6 Within twenty-one (21) days of the Opt-Out Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of opt outs that meet the above guidelines, and provide a copy of that report to Class Counsel and Defense Counsel. The Court shall have the ultimate determination of whether an opt out has been appropriately made.

11.7 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member’s election to

revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

12. Objections.

12.1 Overview. Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

12.2 Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in section 19), on or before the Objection Deadline.

12.2.1 The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection 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, the name 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.

12.2.2 Within twenty-one (21) days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made.

12.2.3 Any Settlement Class Member who does not make his or her objection in the manner provided in this section 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, to the award of Attorneys' Fees and Expenses to Class Counsel, and to the payment of any Service Payments to the Class Representatives, unless otherwise ordered by the Court.

12.3 Appearance. Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with this section and the Class Notice 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, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.3.1 The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing, as well as the name of any witness to be called to testify.

12.3.2 Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

13. Termination.

13.1 If any of these events occur, (i) the Settlement set forth in this Agreement is not approved without material changes by the Court, (ii) one of the conditions upon which the

Agreement is based is not satisfied, (iii) the Court determines that it lacks jurisdiction to approve the Settlement, (iv) there is a court order from another court that takes jurisdiction over some or all of the Claims, (v) there is a regulator determination that frustrates the purpose of and protection of the Settlement, (vi) a Party to the Agreement has the right under the Agreement to terminate the Agreement and exercises that right, and/or (vii) the Effective Date does not occur, then the following shall occur: (i) no further payments shall be made by SC to anyone in accordance with the terms of this Agreement, (ii) all funds paid by SC pursuant to section 3 will be returned to SC, (iii) the Parties will bear their own costs and fees with regard to the efforts to obtain Court approval, and (iv) this Agreement shall be deemed null and void with no effect on the Action whatsoever. Reductions in the amount of the requested Attorneys' Fees and Expenses shall not be deemed a substantial change necessitating termination of the Settlement.

13.2 Failure of the Court to enter the Preliminary Approval Order or Final Approval Order and Judgment in their entirety or in a similar form without material changes thereto as determined by SC or the Class Representatives will be grounds for SC or the Class Representatives to terminate the Settlement and the terms of this Agreement. If any material portion of the Agreement or the Final Approval Order and Judgment is vacated, modified, or otherwise altered on appeal, SC or the Class Representatives may, in their sole discretion, within fourteen (14) days of such appellate ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect.

13.3 In the event that 1% or more Class Members exclude themselves from the Settlement Class, SC shall have the absolute discretionary right to terminate this Agreement and in such case, each and every one of SC's obligations under this Agreement shall cease to be of any force and effect, and this Agreement and any orders entered into in connection therewith shall be

vacated, rescinded, cancelled, and annulled (except for any provision included in the Preliminary Approval Order substantially similar to paragraph 20 of the Preliminary Approval Order attached as **Exhibit 2**). If SC exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or in any other proceeding. SC must exercise this option pursuant to this paragraph within ten (10) days after receiving the Opt Out List, by giving written notice of such exercise to Class Counsel.

13.4 If one of the Parties exercises a right herein to terminate or rescind this Agreement or this Agreement is not approved by the Court pursuant to the proposed Final Approval Order and Judgment, this Agreement, the conditional Class certification provided herein and in the Preliminary Approval Order, the Settlement proposed herein (including any modifications made with the consent of the Parties), and any action taken or to be taken in connection therewith shall be terminated and shall become null and void and have no further force or effect, the Preliminary Approval Order shall be vacated (except for any provision included in the Preliminary Approval Order substantially similar to paragraph 20 of the Preliminary Approval Order attached as **Exhibit 2**), the Parties shall be restored to their respective positions existing prior to the execution of this Agreement, and the Parties' rights and obligations with respect to the use of this Agreement and the settlement contemplated hereby will be subject to section 18 hereof. In addition, neither this Agreement, the preliminary certification of the Class, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied on, referred to, or used

by anyone in any way for any purpose in connection with any further proceedings in this Action and/or any action, lawsuit, arbitration, or proceeding involving a Released Claim.

14. Certification of Settlement Class for Settlement Purposes.

14.1 Any papers in support of final approval of the Settlement shall be filed no later than sixty (60) days prior to the Final Approval Hearing. If any objections are filed, any responsive papers shall be filed and served no later than seven (7) days prior to the Final Approval Hearing.

14.2 If the Settlement is not granted final approval and the Final Approval Order and Judgment is not entered in substantially the form attached hereto as **Exhibit 3**, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for any other purposes in this or any other action can be or have been satisfied. In such circumstances, SC reserves and shall have all rights to challenge certification of a Settlement Class or any other class for any other purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

15. Attorneys' Fees and Litigation Costs.

15.1 Class Counsel shall apply to the Court for payment of Attorneys' Fees and Expenses to be paid from the Settlement Fund. The amount of the Attorneys' Fees and Expenses to be applied for by Class Counsel was negotiated independently from the other terms of the class Settlement. The Parties negotiated the Attorneys' Fees and Expenses to be sought by Class Counsel only after reaching an agreement upon the relief provided to the Class.

15.2 SC will not take a position on Class Counsel moving the Court for an award of Attorneys' Fees and Expenses in the Action to be paid from the Settlement Fund, but reserves the

right to review and object to Class Counsel's motion to the extent the motion requests to recover an attorneys' fee award in excess of thirty percent (30%) of the Settlement Fund.

15.3 Class Counsel's application for Attorneys' Fees and Expenses shall be filed and served no later than sixty (60) days prior to the Final Approval Hearing. Class Counsel agree that the amounts of such costs and fees awarded shall compensate them for all legal work in the Action up to and including the Effective Date, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of Judgment.

15.4 Neither SC nor any Releasee shall have any responsibility for any application of Attorneys' Fees and Expenses submitted by Class Counsel. The procedure for, and the grant, denial, or disallowance by the Court of the application for Attorneys' Fees and Expenses is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to any application for Attorneys' Fees and Expenses, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Final Approval Order and Judgment approving the Agreement and the Settlement, except as provided for in section 13.

15.5 Within five (5) days after the Effective Date or entry of an order approving the application for attorneys' fees (whichever is later), the Settlement Administrator shall make payment of the Attorneys' Fees and Expenses awarded by the Court to Class Counsel from the Settlement Fund, pursuant to payment instructions in writing from Class Counsel.

15.6 In accepting this payment, the Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment and method of payment under this Agreement are in full satisfaction of any and all claims, rights, and demands

that Class Counsel, the Class Representatives, or the Settlement Class had, have, or may claim to have in the future for attorneys' fees, costs, expenses, or any other payment in connection with this Action or this Agreement, up to the date of entry of the Judgment. SC shall have no responsibility for allocation or distribution of the award among Class Counsel.

15.7 A Form 1099 for this payment may be filed. Class Counsel shall provide to the Settlement Administrator a completed and signed IRS Form W-9, and cooperate with the Settlement Administrator to provide all information necessary to process the payment including completing any requested tax forms. SC shall have no responsibility for, and no liability whatsoever with respect to, any tax obligations or any allocation among the Class Representatives and Class Counsel, and/or any other person who may assert some claim thereto, of any award or payment made in this Action or pursuant to this Agreement, including but not limited to any award or payment pursuant to this section 15. Class Counsel and the Class Representatives shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made pursuant to this section 15. No party shall be deemed the prevailing party for any other purposes of the Action.

16. Service Payments.

16.1 In recognition of the time and effort the representative Plaintiffs expended in pursuing the Action and fulfilling their obligations and responsibilities as Class Representatives, and of the benefits conferred on all Class Members by the Settlement, Class Counsel may ask the Court for the payment of a Service Payment to the Class Representatives to be paid from the Settlement Fund. No amount has been guaranteed or promised to Plaintiffs or Class Representatives. The Court shall determine the final amount of any Service Award to the Class

Representatives, in its discretion, based upon the request by or on behalf of the Class Representatives.

16.2 Any Service Payment made by the Court shall be paid from the Settlement Fund by the Settlement Administrator.

16.3 The ability of the Class Representatives to apply to the Court for a Service Payment is not conditioned on their respective support of the Settlement.

16.4 The amount of the Service Payments to be applied for as set forth herein was negotiated independently from the other terms of the Settlement. Further, the allowance or disallowance by the Court of an award of any Service Payment will be considered and determined by the Court separately from the Court's consideration and determination of the fairness, reasonableness, and adequacy of the Settlement.

16.3 Within five (5) days of the Effective Date and upon the Class Representatives' submission of a Form W-9 to the Settlement Administrator, the Settlement Administrator shall remit a service award to the Class Representatives from the Settlement Fund in the amount awarded by the Court but not to exceed \$5,000 to each Class Representative, or \$10,000 in total for both Class Representatives.

17. Stay of Discovery and Other Proceedings.

17.1 To the extent the Action has not already been stayed by the Court, upon execution of this Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Action.

17.2 Upon the Effective Date, and notwithstanding any of the other provisions in this Agreement, Defendants shall have no obligation to preserve documents and evidence with respect to Released Claims, and the Class Representatives and Class Counsel shall not pursue any

spoliation claims or other actions or sanctions against Defendants with respect to documents or evidence related to the Released Claims.

18. Return/Destruction of Discovery Materials.

18.1 The Parties agree that the terms of the Protective Order govern the dealings of the Parties with respect to materials produced in discovery in this Action and shall continue in force after the Effective Date of the Settlement. Accordingly, within thirty (30) days of the Effective Date, the Parties and their counsel of record, and any consultants or experts retained by the Parties or their counsel of record, shall use their best efforts to locate all Confidential Information (as the term is defined in the Protective Order) produced in the Action and return such Confidential Information to counsel of record for the producing party or destroy all originals or reproductions (whether in electronic, hard copy, or other form) of the Confidential Information.

18.2 Within sixty (60) days of the Effective Date, counsel of record shall make written certification that they have used their best efforts to search for all Confidential Information, that they have instructed the Class Representatives, Defendants, and all consultants or experts to return or destroy Confidential Information, and that, to the best of their knowledge, they have retained no originals or copies of any Confidential Information. The Parties acknowledge that their duty to return or destroy all Confidential Information is a continuing duty and the Parties agree to return or destroy any such information found in the future.

18.3 Notwithstanding this section, the Parties shall be excused from any duty to return or destroy Confidential Information to the extent necessary to comply with outstanding court orders or with judicial and non-judicial subpoenas, civil investigative demands or other compulsory process.

18.4 The Court shall retain jurisdiction to ensure compliance with the Protective Order.

19. Media, Confidentiality, and Non-Disparagement.

19.1 The Parties, including their Counsel, agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Agreement is filed in connection with the Motion for Preliminary Approval.

19.2 The Parties, including their counsel, agree that they shall not at any time publish or issue a press release including but not limited to the media or on the Internet concerning the Settlement except in court papers or if required by legal procedure. The Parties further agree that they shall not make any statement, with or without attribution, in response to any media inquiries concerning the Action, Defendants or the Settlement. In response to any such inquiries, the Parties shall refer the inquiring media to the papers filed in the court docket. The Parties agree that they may issue a statement that describes the case and settlement using factual information in the public record and using non-disparaging language. Class Counsel may indicate the amount of the settlement on their website for purposes of marketing.

19.3 Neither Plaintiffs, nor Class Counsel will make any disparaging statements (oral or written), directly or indirectly, to the media or general public about SC related to this Action or Settlement. Similarly, neither SC, nor Defense Counsel will make any Disparaging Statements (oral or written), directly or indirectly, to the media or general public about Plaintiffs related to this Action or Settlement. “Disparaging statements” are statements that are false, misleading, or might tend to cast the Parties in a negative light, regardless of their truth or falsity

20. Notices.

20.1 All notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by mail and email to all counsel of record, to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Randall K. Pulliam
Lee Lowther
CARNEY BATES & PULLIAM, PLLC
519 W. 7th St.
Little Rock, AR 72201
llowther@cbplaw.com
rpulliam@cbplaw.com

All notices to Defense Counsel shall be sent to Defense Counsel c/o:

K. Issac deVyver
Benjamin Sitter
MCGUIREWOODS LLP
260 Forbes Avenue, Suite 1800
Pittsburgh, Pennsylvania 15222
kdevyver@mcguirewoods.com
bsitter@mcguirewoods.com

21. Miscellaneous Provisions.

21.1 Cooperation. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement.

21.2 No Admission. The Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement and the other terms of the Agreement were negotiated in good faith by the Parties and at arm's length and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an

admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that SC could not contest (or is estopped from contesting) class certification and/or proceeding collectively on any grounds if this Action were to proceed. This Agreement shall not be deemed an admission by, or ground for estoppel against, SC that class certification and/or proceeding collectively in the Action is proper or cannot be contested on any grounds.

21.3 Exhibits. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

21.4 Amendment/Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class which they deem appropriate.

21.5 Entire Agreement. The Agreement and the related documents entered at this time of this Agreement or referenced herein constitute the entire agreement among the Parties hereto concerning the settlement of the Action. No representations, warranties, or inducements have been made to any party concerning the Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs and attorney fees.

21.6 Authority. Each person executing the Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

21.7 Counterparts and Electronic Signatures. The Agreement may be executed in one or more counterparts, including by electronic signature, or signature transmitted by facsimile or by email in PDF format. All executed counterparts and each of them shall be deemed to be one and the same instrument.

21.8 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto. This Agreement is not designed to and does not create any express or implied third-party beneficiaries.

21.9 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the conduct that is the subject of the Releases, the restrictions in section 3, or the funds (or remainder of funds) paid or used in the Settlement. This Agreement is not designed to and does not create any express or implied third-party beneficiaries.

21.10 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement until such time that the Court enters an order dismissing the action with prejudice.

21.11 Governing Law. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Texas, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Texas without giving effect to that State's choice of law principles.

21.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation to the contrary shall not be applied.

21.13 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

21.14 No Collateral Attack. The Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after the Final Approval Order and Judgment is entered.

[Signatures on following page]


Dated: _____, 2022

CLASS REPRESENTATIVE
PLAINTIFF FRENZETTA WILSON

By: _____
FRENZETTA WILSON

Dated: 3-31-22, 2022

CLASS REPRESENTATIVE
PLAINTIFF RONNIE DICKERSON

By: 
RONNIE DICKERSON

Dated: 4/1, 2022

DEFENDANT SANTANDER CONSUMER USA
INC.

By: 

Name: Jason Miller

Title: Sr. Director Litigation

Dated: Mar 31, 2022, 2022

CLASS REPRESENTATIVE
PLAINTIFF FRENZETTA WILSON

By: Frenzetta Wilson
FRENZETTA WILSON

Dated: _____, 2022

CLASS REPRESENTATIVE
PLAINTIFF RONNIE DICKERSON

By: _____
RONNIE DICKERSON

Dated: 4/1, 2022

DEFENDANT SANTANDER CONSUMER USA
INC.

By: _____

Name: Jason Miller

Title: Sr. Director Litigation

Wilson - Class Settlement Agreement

Final Audit Report

2022-03-31

Created:	2022-03-31
By:	Dee Engelby (DENGELBY@CBPLAW.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ68aCDsQ7qBxbheYrBaktgh_zYQtcUR6

"Wilson - Class Settlement Agreement" History






-  Document created by Dee Engelby (DENGELBY@CBPLAW.COM)
2022-03-31 - 2:05:54 PM GMT - IP address: 40.71.113.106
-  Document emailed to Frenzetta Wilson (frenzettaw@yahoo.com) for signature
2022-03-31 - 2:08:05 PM GMT
-  Email viewed by Frenzetta Wilson (frenzettaw@yahoo.com)
2022-03-31 - 3:58:15 PM GMT - IP address: 104.28.50.141
-  Document e-signed by Frenzetta Wilson (frenzettaw@yahoo.com)
Signature Date: 2022-03-31 - 4:05:57 PM GMT - Time Source: server - IP address: 107.77.197.185
-  Agreement completed.
2022-03-31 - 4:05:57 PM GMT

EXHIBIT 1-A

EXHIBIT 1-A

**COURT
ORDERED
NOTICE**

Frenzetta Wilson et al.
v.
*Santander Consumer
USA Inc.*

Class Action Notice
Opt Out Deadline:
[Date]

*Frenzetta Wilson et al. v.
Santander Consumer USA Inc.*
c/o [Settlement Administrator]
[Address]



Postal Service: Please do not mark barcode

LIST ID

[First][Last]
[Address1]
[Address2]
[City], [State], [Zip Code]

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit#_

A settlement has been reached in a class action lawsuit, *Frenzetta Wilson et al. v. Santander Consumer USA Inc.*, alleging violation of the Texas Debt Collection Act. Plaintiffs contend that Santander Consumer USA Inc. (“SC”) improperly charged customers a convenience fee each time they paid their car loan payments by telephone, IVR or the internet. SC denies that it violated any law, but has agreed to the Settlement to avoid the expenses associated with continuing the litigation. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement and “Long Form” Notice of Settlement, available at [\[link\]](#).

Am I a Class Member? SC’s records indicate you are a Class Member because you have a car loan with SC with a Texas choice of law provision and since January 13, 2016, you paid a convenience fee to SC for making your car loan payment by telephone, interactive voice response (IVR), or the internet.

What Can I Get? If the Settlement is approved by the Court, and you do not opt out, you will receive a cash payment and credit repair.

How Do I Receive These Benefits? If you are a Class Member and do not opt out, these benefits are automatic. You need simply wait and not exclude yourself from the Settlement Class and you will receive these benefits.

How Would I Exclude Myself or Object? You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator by [\[DATE\]](#). If you exclude yourself, then you cannot receive any settlement benefits, but you do not release any potential rights you may have relating to the legal issues in the lawsuit. In the alternative, if you do not exclude yourself, then you or your lawyer may file a written objection and/or appear before the Court and object to the Settlement. Your written objection must be filed with the Court no later than [\[DATE\]](#). Specific instructions on how to object to or exclude yourself from the Settlement are available at [\[link\]](#).

Who Represents Me? The Court has appointed lawyers from Carney, Bates, & Pulliam, PLLC to serve as Class Counsel. They will petition to be paid their legal fees and reasonable legal expenses in pursuing the lawsuit. You may hire your own lawyer at your own expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on [\[DATE\]](#) at [\[\]](#) m. at United States District Court – Eastern District of Arkansas, 500 West Capitol Avenue, Courtroom 4D, Little Rock, AR 72201. At that hearing, the Court will hear any objections concerning the fairness of the Settlement and decide whether to approve the requested attorneys’ fees and the requested Class Representative payments.

How Do I Get More Information? For more information, go to [\[link\]](#), or contact the Settlement Administrator at [\[toll free number\]](#).

EXHIBIT 1-B

EXHIBIT 1-B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you had a car loan with Santander Consumer USA Inc. (“SC”) and paid a fee to SC for making a car loan payment by telephone, interactive voice response (IVR), or the internet beginning on January 13, 2016, then you may be able to get a payment from this class action settlement.

The District Court for the Eastern District of Arkansas (the “Court”) authorized this notice. Please read it carefully. Your rights may be affected whether or not you act. This is **NOT** a solicitation from a lawyer.

- Subject to court approval, the proposed class action settlement (the “Settlement”) in the action styled *Wilson, et al. v. Santander Consumer USA, Inc.*, Case No. 4:20-cv-00152-KB, will provide \$800,000 (less fees and costs as discussed herein) to pay claims to class members who do not opt-out of this Settlement by _____, 2022 (“Settlement Class Members”).
- This notice explains what the class action is about, what the Settlement will be if it is approved, what benefits you may receive under the Settlement, and what to do if you want to (i) object to the Settlement; or (ii) exclude yourself from the Settlement. 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 And Options In This Settlement	
DO NOTHING AND RECEIVE A PAYMENT	If you wish to receive money and credit repair from the Settlement, you need not do anything. By remaining in the Settlement Class, 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 FROM THE SETTLEMENT	You may ask to be excluded from the Settlement. If you do so, you will receive no money and credit repair from the Settlement. To do so, you must send a letter requesting exclusion postmarked no later than [DATE] .
OBJECT TO THE SETTLEMENT	You may object to the Settlement if you do not exclude yourself and you do not agree with any aspect of the Settlement. An objection must be in writing, filed , and postmarked on or before [DATE] .
PARTICIPATE IN A HEARING	If you submit a timely objection to the Settlement, you may appear in court and be heard at the time of the Final Approval Hearing. To do so, you must submit a written Notice of Intention to Appear, which must be filed and postmarked on or before [DATE] .

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT. IF YOU QUESTIONS, CALL 1-___-___-___ OR GO TO THE SETTLEMENT WEBSITE, WWW._____.COM

BASIC INFORMATION

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

A class action lawsuit entitled, *Wilson, et al. v. Santander Consumer USA Inc.*, is pending in the United States District Court for the Eastern District of Arkansas, No. 4:20-cv-00152-KGB (the "Class Action"). The Complaint in the Class Action claims that Defendant SC violated the Texas Debt Collection Act by improperly charging customers a convenience fee each time they paid their car loan payments by telephone, IVR, or the internet. For more detailed information as to Plaintiffs' allegations, you may review a copy of Plaintiffs' Complaint at [\[link\]](#).

SC denies the claims and contends its practices were proper under the law.

The Parties have now settled this lawsuit and JND Legal Administration, a Settlement Administrator, has issued this notice, which was approved by the Court. In connection with the Settlement, SC has agreed to make certain cash payments to Settlement Class Members.

You are receiving 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 grant final approval of the Settlement.

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

In a class action, one or more people called "Class Representatives" file a lawsuit on behalf of other people who have similar claims, the "Class". This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way. Here, the Class includes all persons in the U.S. who have a car loan with SC with a Texas choice of law provision who paid a convenience fee in connection with a loan payment made online, over the phone, or by IVR during the period of January 13, 2016 to [\[DATE\]](#).

3. Why is there a settlement?

The Settlement has been entered to resolve all claims in the Class Action and to avoid the uncertainties and costs of further litigation and a trial. The Court has not decided in either Plaintiffs or SC's favor and will not do so if the proposed Settlement is approved. Rather, the Settlement will resolve the claims against SC on the terms described in this notice.

The proposed settlement does not suggest that SC has or has not done anything wrong, or that Plaintiffs 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 any time since January 13, 2016:

- (a) You had a car loan with a Texas choice of law provision with SC; and
- (b) Paid a fee to SC for making a car loan payment by telephone, IVR, or the internet.

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

WHAT YOU GET FROM THE SETTLEMENT

5. What does the Settlement provide?

The Settlement provides that, in exchange for a dismissal with prejudice of the Class Action and release of claims against SC, SC will create a fund of \$800,000 (the "Settlement Fund"). Each Settlement Class Member who does not opt out of the Settlement will receive a cash payment from the Settlement Fund (less fees and costs discussed herein) and credit repair, if the Settlement is granted final approval. If the Settlement is not approved by the Court, 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.

Cash Benefits For Settlement Class Members Who Paid Convenience Fees to SC: If you paid any convenience fees for making a car loan payment by telephone, IVR, or the internet since January 13, 2016 on a car loan with SC with a Texas choice of law provision, then you will get a cash payment from the Settlement Fund. Payments will be made from the Settlement Fund relative to the total dollar amount of convenience fees you paid to SC, after deducting any court approved settlement administrative costs, attorney's fees, and service payment to the Class Representatives.

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

Cy Pres: If, after all cash benefits are distributed, residual funds remain in the Settlement Fund (*e.g.*, because of uncashed checks), then such amounts shall be distributed to the following *cy pres* recipients: Arkansas Jump\$tart Coalition, a non-profit organization that seeks to improve the personal financial literacy of Arkansas's youth.

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 [date of hearing] to decide whether to finally approve the Settlement as fair, reasonable, and adequate. If the judge approves the Settlement and there are no appeals, it is estimated that checks for the cash payment benefit will be mailed around [insert approximate date]. However, because it is always possible for there to be unexpected delays or appeals, it is possible that these benefits will be delayed, so please be patient.

For updates on the status of the Settlement, please check the Settlement Website, [insert website]. If your contact information changes, please submit your new contact information to the Settlement Administrator via that website.

7. What am I giving up to get a payment and a credit repair or stay in the Settlement Class?

Unless you opt out, you are in the Settlement Class, which means that you will be deemed to have fully released, forever discharged, and are permanently barred and enjoined from maintaining, instituting, commencing, or prosecuting any claims against SC related to the payment of convenience fees for making car loan payments by telephone, IVR, or the internet during the period January 13, 2016 through [DATE].

The Settlement Agreement is available at [link] and provides more detail regarding the Release.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court has appointed the law firm of Carney, Bates, & Pulliam, PLLC to represent you and all Settlement Class Members, referred to as Class Counsel. If you have any questions for Class Counsel, you may direct those to Randy Pulliam (rpulliam@cbplaw.com) or Lee Lowther (llother@cbplaw.com), Carney Bates & Pulliam, PLLC, 519 W. 7th St., Little Rock, AR 72201.

9. How will Class Counsel be paid?

Class Counsel will ask the Court for attorneys' fees of up to 30% of the Settlement Fund plus reimbursement of reasonable litigation expenses, and service awards of \$5,000 to each of the two named Plaintiffs for serving as the Class Representatives. The motion for fees, expenses and service awards will be available on the Settlement Website after it is filed with the Court.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from, or "opt out," of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator, at the address listed below, that is postmarked no later than [DATE]. To be effective, the request for exclusion must include: (a) the case name; (b) the name and address of the person requesting exclusion; (c) a signature of the person requesting exclusion; and (d) a clear and unequivocal 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 mailed to:

Frenzetta Wilson et al. v. Santander Consumer USA Inc.
JND Legal Administration

Address

If you send a timely and valid request to be excluded, you will **not** receive any settlement benefits, you **cannot** object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit. **However, if your request for exclusion is late or deficient, you will be included in the Settlement Class and you will be bound by the Settlement and by all other orders and judgments in this lawsuit.**

OBJECTING TO THE SETTLEMENT

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

If you do not exclude yourself, you can object to the Settlement if you don't like any part of it. 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. Objections to the Settlement must be submitted 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 US District Court, Eastern District of Arkansas, Attn: Courtroom Deputy, Courtroom 4D, 600 W Capitol Ave, Rm A149, Little Rock, AR 72201, or by filing them in person at any location of the United States District Court for the Eastern District of Arkansas, and must be filed or postmarked on or before [DATE].

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. If your objection does not contain all of this information, is mailed to the incorrect address, or is filed or postmarked after [DATE], your objection will be considered invalid and you will be deemed to have waived your objection.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [insert time and date], at the US District Court, Eastern District of Arkansas, 500 West Capitol Ave, Courtroom 4D, Little Rock, AR 72201 before the Honorable Kristine G. Baker, United States District Judge. Due to the ongoing COVID-19 pandemic, the 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 Class Counsel's application for attorneys' fees and expenses and service awards for the Class Representatives. The Court may change the date or time of the Final Approval Hearing without further notice, so please check the Settlement Website, [insert website], or the Court's PACER site at [add if applicable], for any changes.

13. Do I have to come to the Final Approval Hearing?

No. Class Counsel will represent you and will answer any questions Judge Baker may have. However, you are welcome to attend at your own expense. If you submitted an objection, , you do not have to come to the Court to speak about it. As long as you submitted it on time, the Court may consider it. You may also pay your own lawyer to attend, but it is not necessary.

14. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter to the Office of the Clerk at the address listed in section 12, saying that it is your “Notice of Intention to Appear at the Final Approval Hearing in *Wilson, et al. v. Santander Consumer USA Inc.*, Case. No. 4:20-cv-00152-KGB.” You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or emailed no later than [insert deadline] 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 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. For the precise terms of the Settlement, please see the Settlement Agreement available at [insert website]; by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at [add if applicable]; by visiting the Office of the Clerk for the United States District Court for the Eastern District of California, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, AR 72201 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court-observed holidays; or by contacting Class Counsel at the address provided above.

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

By order of the United States District Court for the Eastern District of Arkansas.

EXHIBIT 2

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

FRENZETTA WILSON and RONNIE
DICKERSON, on behalf of themselves
and all others
similarly situated,

Plaintiffs,

v.

SANTANDER CONSUMER USA, Inc.,

Defendant.

CIVIL ACTION NO. 4:20-cv-00152-KGB

**[PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR NOTICE**

Plaintiffs Frenzetta Wilson and Ronnie Dickerson (“Plaintiff” or “Settlement Class Representative”) have moved, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with the Settlement Agreement and Release dated _____, 2022 (the “Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for a proposed settlement of the above referenced action (the “Action”). Upon consideration of the Settlement Agreement, including all exhibits thereto, Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement, Memorandum of Law in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement, and for good cause shown, the Court preliminarily finds that the terms of the proposed Settlement as set forth in the Settlement Agreement are fair, adequate and reasonable. The Court further finds that the notice provisions provided

for are adequate and appropriate to inform members of the Class of the terms of the proposed Settlement.

THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings attributed to them in the Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the proposed Settlement Class, and venue in this Court is proper.

3. The Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the product of informed, good-faith, arm's length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that the assistance of an experienced mediator in the settlement process supports the finding that the Settlement is non-collusive.

4. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only (and for no other purpose and with no other effect upon the Action, including no effect upon the Action should the Agreement not receive Final Approval or should the Effective Date not occur), the following

Settlement Class: all persons in the U.S. who were borrowers on a car loan with SC with a Texas choice of law provision who paid a convenience fee in connection with a loan payment made online, over the phone, or by interactive voice recognition (IVR) during the period of January 13, 2016 to the date of approval of the Settlement.

5. The Court finds and concludes that Plaintiffs have claims typical of the Settlement Class and are adequate representatives of the Settlement Class they propose to represent. The Court hereby appoints Frenzetta Wilson and Ronnie Dickerson as the Class Representatives for the Settlement Class. The Court finds and concludes that Carney, Bates, & Pulliam PLLC have extensive experience and expertise in prosecuting consumer class actions. The Court hereby appoints Carney, Bates, & Pulliam PLLC as Class Counsel.

6. A hearing (the “Final Approval Hearing”) shall be held before this Court on _____, 2022, at _____, at United States District Court – Eastern District of Arkansas, 500 West Capitol Avenue, Courtroom 4D, Little Rock, AR 72201 to determine whether the proposed Settlement of the Action on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate to the Class and should be finally approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.20 of the Agreement should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel and any award to the Class Representatives for their representation and service to the Class; (vi) to consider any Settlement Class Member’s objections to the

Settlement and/or any application of Class Counsel for payment or reimbursement of attorney's fees, costs, and expenses and any application for an award to the Class Representatives; and (vii) to rule upon such other matters as the Court may deem appropriate. The Parties shall include the date of the Final Approval Hearing in the Notice to be mailed to the Settlement Class.

7. The Court approves the form, substance, and requirements of the Postcard Notice and the Long-Form Notice of Proposed Settlement of Class (together the "Class Notice") annexed to the Agreement as **Exhibits 1-A and 1-B**. The Court further finds that distribution of the Class Notice in the manner set forth in the Agreement and herein meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, is the best notice practicable, and constitutes due and sufficient notice to all entitled thereto. The Class Notice is based on the model forms supplied by the Federal Judicial Center, and it fairly, plainly, accurately, and reasonably informs potential Settlement 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 the notice, motions for approval and for attorney's fees, and any other important documents in this case; (2) Class Counsel's forthcoming application for attorneys' fees and litigation expenses; (3) how to opt-out or object to the Settlement; (4) how to obtain additional information

regarding this Action and the Settlement; and (5) the date and time of the Final Approval Hearing.

The Court hereby concludes that the proposed Notice and Notice plan are the most practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, 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 the Notice constitutes due and sufficient notice to all persons entitled thereto.

8. The Court appoints JND Legal Administration as Settlement Administrator. The Settlement Administrator shall supervise and administer the notice procedure as more fully set forth below:

a. No later than forty-five (45) days after SC provides the Settlement Administrator with the Notice List (the “Notice Mailing Date”), the Settlement Administrator shall cause a copy of the Notice, substantially in the form annexed as **Exhibit 1-A** to the Agreement, to be mailed by first class U.S. mail to the last known mailing address of each individual on the Notice List, after being updated by the Settlement Administrator using NCOA;

b. No later than forty-five (45) days after SC provides the Settlement Administrator with the Notice List, the Settlement Administrator shall establish a website at [\[link\]](#) (the “Settlement Website”), and shall post on the website the

Agreement and Exhibits, the operative Complaint in this Action, and a copy of the Notice of Proposed Settlement of Class Action, substantially in the form annexed as **Exhibit 1-B** to the Agreement;

c. Following the mailing of the Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing, emailing, and publication via the Settlement Website;

d. The Settlement Administrator shall prepare and disseminate the CAFA notice in conformity with 28 U.S.C. § 1715; and

e. The Settlement Administrator shall otherwise carry out its duties as set forth in Section 6 of the Agreement.

9. Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written request to be excluded, postmarked not later than forty-five (45) days prior to the Final Approval Hearing. To be valid, the 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 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,” as set forth in Section 11 of the Agreement. All Class Members who submit valid, verified, and timely requests for exclusion in the manner set forth in this Paragraph shall have no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must

make timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Releasees, or (b) is, or becomes, a putative class member in any other class action filed against any of the Releasees.

10. The Settlement Administrator shall provide a report to the Court with a list of all timely requests for exclusion and objections, and provide a copy of that report to Class Counsel and Defense Counsel, within twenty-one (21) days after the Opt-Out Deadline and Objection Deadline. The Court shall have the ultimate determination of whether an Opt Out and Objection has been appropriately made.

11. 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.

12. All Class Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

13. Members of the Settlement Class who elect to object to the Settlement or to Class Counsel's application of attorneys' fees, litigation costs, and service awards must file a written objection, postmarked or filed not later than forty-five (45) days prior to the Final Approval Hearing. To be valid, the written objection 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.

14. Within twenty-one (21) days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court, and provide a copy of that report to Class Counsel and Defense Counsel, setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section 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, and to the award of Attorney's Fees and Expenses to Class Counsel and the payment of a Service Award to the Class Representatives, unless otherwise ordered by the Court.

15. Any Settlement Class Member who files and serves a written objection in accordance with Paragraph 13 of this Order 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, but only if the objector files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other

evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

16. Any papers in support of final approval of the Settlement shall be filed no later than sixty (60) days prior to the Final Approval Hearing, and any responsive papers shall be filed no later than seven (7) days prior to the Final Approval Hearing.

17. Class Counsel's application for attorneys' fees, litigation expenses, and service awards shall be filed and served no later than sixty (60) days prior to the Final Approval Hearing. Neither SC nor the Releasees shall have any responsibility for any such application, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

18. If the Settlement is finally approved, the Releasors shall release the Releasees from the Released Claims.

19. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to in any way be (i) deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of SC, or (ii) used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other

proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Agreement.

20. All proceedings in this Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

21. Pending final determination of whether the Settlement should be approved, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are preliminarily enjoined from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

22. If: (a) the Agreement is terminated as provided in Section 13 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in Section 13 of the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 20 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as its existed prior to the execution of the Agreement.

23. By entering this Order, the Court does not make any determination as to the merits of this Action.

24. The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

25. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members and retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Agreement and the Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

Dated: _____

Judge Kristine G. Baker
United States District Judge

EXHIBIT 3

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

FRENZETTA WILSON and RONNIE
DICKERSON, on behalf of themselves
and all others
similarly situated,

Plaintiffs,

v.

SANTANDER CONSUMER USA, Inc.,

Defendant.

CIVIL ACTION NO. 4:20-cv-00152-KGB

**[PROPOSED] FINAL JUDGMENT
AND ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the order of this Court dated _____, 2022 (the “Preliminary Approval Order”), and the Court having reviewed all relevant motions and papers that have been filed in connection with the proposed Settlement, and finding good cause,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order incorporates by reference the definitions in the Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Agreement.

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

3. By entering this Order, the Court does not make any determination as to the merits of this case.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this finds, for settlement purposes only, that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are satisfied for the following reasons: (a) the Members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual question; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives have fairly and adequately represented and protected the interests of all members of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. For purposes of the Settlement and this Final Approval Order and Judgment, the Settlement Class shall be defined as follows: all persons in the U.S. who have a car loan with SC with a Texas choice of law provision who paid a convenience fee in connection with a loan payment made online, over the phone, or by interactive voice recognition (IVR) since January 13, 2016.

6. The Court confirms the prior appointments of the Plaintiffs Frenzetta Wilson and Ronnie Dickerson to serve as Class Representatives and Carney Bates & Pulliam, PLLC as Class Counsel.

7. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is,

in all respects, fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court has specifically considered the factors relevant to class settlement approval set forth in Fed. R. Civ. P. 23(e)(2), including whether the:

(A) Class Representatives and Class Counsel have adequately represented the Settlement Class;

(B) Settlement was negotiated at arm's length;

(C) relief provided for the Settlement Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the terms of any proposed award of attorneys' fees and costs, and Class Representative service awards, including the timing of payment and any justification for the awards; and

(ii) any agreement required to be identified under Rule 23(e)(3); and

(D) Settlement treats Settlement Class Members equitably relative to each other.

8. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith, arm's-length negotiation between experienced counsel, with the assistance of the mediator Bruce A. Friedman through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms.

9. By operation of this order, final judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims in the Action are hereby dismissed in their entirety with prejudice and without costs. All claims in the Action are dismissed, and the case shall be closed pursuant to Paragraph 22 of this Order. Nothing herein is intended to waive or prejudice the rights of the Class Members who have timely excluded themselves from the Class, as identified on Exhibit 1 hereto.

10. The releases as set forth in Section 10 of the Agreement together with the definitions in Sections 1.32-1.34 and 1.42 relating thereto are expressly incorporated herein in all respects and made effective by operation of this Order. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but limited to, the definitions of Released Claims, Releasers, Releasees, and Unknown Claims. The Releasers shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against the Releasees.

11. The Releasers, including the Class Representatives and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims. The Releasers further are forever banned and enjoined from organizing the Settlement Class Members, or soliciting the participation of

Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

12. The form and means of disseminating the Class Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

13. Class Counsel have submitted an application for attorneys' fees, litigation expenses, and service awards. The Court has considered this application separately from the fairness, reasonableness, and adequacy of the Settlement. The Court finds that an award of attorneys' fee in the amount of \$[X] and reimbursement of litigation expenses in the amount of \$[X] are fair and reasonable. As such, the Court approves payment of the foregoing fee and expense amounts, to be paid from the Settlement Fund in the manner and at the times set forth in the Agreement.

14. The Court further finds that a service award for each Class Representative in the amount of \$5,000, or \$10,000 in total, is fair and reasonable. As such, the Court approves the service awards in these amounts, to be paid from the Settlement Fund in the manner and at the time set forth in the Agreement.

15. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be (i) deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of SC, or (ii) used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

16. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the final judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.

17. In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, the certification of the Settlement

Class shall be automatically vacated, and this Order shall be rendered null and void (except Paragraph 13 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

18. The Parties and the Settlement Administrator are hereby authorized to implement the terms of the Agreement.

19. Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

20. SC has provided notification through the Settlement Administrator to all appropriate federal and state officials regarding the Settlement as required by 28 U.S.C. § 1715.

21. In accord with paragraph 7.6 of the Agreement, no later than thirty (30) days after the Effective Date (as defined in the Agreement), the Settlement Administrator shall file with this Court, under seal pursuant to the Protective Order entered in this litigation (in order to protect the names, addresses and other personal information of Class Members), a list of the names and addresses of all Members of the Class to whom Class Notice was sent.

22. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed. As such, the Clerk of the Court is hereby directed to close the Action.

IT IS SO ORDERED.

Dated: _____

Judge Kristine G. Baker
United States District Judge