

NICOLE ZENTNER and ANDREW KIVETT,
individually and on behalf of all others similarly
situated,

Plaintiffs

v.

BRENNER CAR CREDIT, LLC and
PAXTON SECURITIES CO.

Defendants.

COURT OF COMMON PLEAS
LYCOMING COUNTY

NO. 20-1193

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to receive a settlement payment, deletion of negative credit reporting, and cancellation of any deficiency balance in connection with a class action against Brenner Car Credit, LLC and Paxton Securities Co.

A Pennsylvania Court has authorized this notice.

This is not a solicitation from a lawyer.

You are not being sued.

- **You do not need to take any action to receive the benefits of the settlement. Read this notice carefully.**
- This settlement resolves a lawsuit over whether Brenner Car Credit, LLC and Paxton Securities Co. (collectively, “Brenner”) sent its Pennsylvania borrowers proper notice of their rights after vehicle repossession.
- Brenner denies and disputes the claims asserted in the Litigation. The parties disagree about whether any money (and if so, how much) could have been awarded to you if the Plaintiffs were to prevail at trial. The settlement avoids the cost and risks to members of the class (like you) from continuing with the lawsuit, and provides relief to the Class.
- This settlement will: (a) provide a gross fund of \$1,200,000.00 to be distributed to Class Members after payment of administrative costs, Class Counsel fees and costs, and service awards to Class Representatives, and (b) require Brenner to adjust certain credit reporting in accordance with the proposed Class Action Settlement Agreement.
- Your rights are affected whether you act or not. Read this notice carefully.

Your Legal Rights and Options in this Settlement:

Do Nothing	You will be paid a <i>pro rata</i> share of the net settlement proceeds which will come to approximately \$210.00 , have corrections made to your credit report, and have any deficiency balance with Brenner eliminated if the settlement is approved by the Court as presented.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Brenner concerning repossession or financing of your vehicle. Act by June 21, 2023 .
Object	Write to the Court about why you don’t like the settlement and do not want it approved. Act by June 21, 2023 .
Go to a Hearing	Ask to speak in Court about the fairness of the settlement on August 14, 2023 .

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.
- For more information or to review key documents or the Class Action Settlement Agreement, you can visit **www.BrennerCarCreditClassAction.com**.

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BASIC INFORMATION

1. Why did I get this notice package?

The Court approved this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals, if any, are resolved, the Settlement Administrator will make the payments the settlement allows.

The case is in the Court of Common Pleas of Lycoming County, Pennsylvania and the case is known as *Nicole Zentner and Andrew Kivett, individually and on behalf of all others similarly situated v. Brenner Car Credit, LLC and Paxton Securities Co.*, Docket No. 20-1193. The people suing are Nicole Zentner and Andrew Kivett, the Plaintiffs (also called “Class Representatives”), and the companies being sued, Brenner Car Credit, LLC and Paxton Securities Co., are called the Defendants, or “Brenner.”

This package explains the lawsuit, the settlement, your legal rights, who is eligible, what benefits are available, and how to get them.

Brenner’s records reflect that you and/or a co-borrower on your vehicle loan received one or more notices from Brenner following the repossession of your vehicle between December 11, 2014 and December 31, 2020. Brenner’s conduct post-repossession, including its use of these notices, forms the basis for this lawsuit.

2. What is this lawsuit about?

The lawsuit claims that Brenner violated the Uniform Commercial Code of Pennsylvania by failing to send its borrowers proper notice of their rights after repossession of a financed vehicle. Brenner denies that its notices violated any law, and Brenner asserts that it satisfied the legal requirements as to its notices. Brenner also asserts other defenses.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Nicole Zentner and Andrew Kivett), sue on behalf of all people who have similar claims. All these people are “Class Members” and grouped together are a “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Brenner has challenged whether this case should proceed as a class action but has agreed not to oppose certification of a class for settlement purposes only.

4. Why is there a settlement?

Plaintiffs believe the Class might have won more money than the settlement amount had the case gone to trial, but substantial delays and risks would have occurred, including the risk of the suit not being certified as a class action. Brenner believes that Plaintiffs agreed to arbitrate the dispute and waived their right to a court trial or class action. Brenner also believes its notices complied with applicable law, that the claims asserted in the case are without substantial merit, and that the Plaintiffs may have recovered nothing if there had been a trial. But, there has been no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and appeal, and the people affected will get compensation and other settlement benefits promptly. The Class Representatives and the class attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know that I am part of the settlement?

If you received this Notice in the mail, Brenner’s records reflect that you are part of the Class. The Court has preliminarily certified the following group as a Class:

All Persons who purchased and financed a motor vehicle for consumer use; who financed the vehicle purchase through Brenner, or whose installment sales contract was assigned to Brenner or Paxton; from whom Brenner and/or Paxton, as secured party(ies), repossessed the vehicle or ordered it repossessed; who had a Pennsylvania address as of the date of repossession; in the period commencing December 11, 2014 to December 31, 2020.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide for me?

- Cash Component:

- o Brenner has agreed to create a Settlement Fund of \$1,200,000.00. Approved administrative costs, Class Counsel fees and expenses, and service awards for the Class Representatives will be paid from that fund. The net fund that remains will be distributed to the members of the Class.
- o You will receive a *pro rata* share of the total amount of Settlement Funds then available. There are approximately 3,045 Class Members. If fees and expenses are allowed as requested, it is expected that your cash payment will be approximately \$210.00, unless there were multiple borrowers in which case you will receive a portion of this amount; plus:

- Credit Report Deletion: If your repossessed vehicle was sold at auction or otherwise by Brenner, your credit report will be updated to remove any tradeline – that is, any reference to the Brenner auto loan contract. Details about how and when this will be done, and the extent of Brenner’s obligation to correct are spelled out further in the Class Action Settlement Agreement. This settlement also memorializes that Brenner does not claim to be owed any Deficiency Balance, send notice of any Deficiency Balance, or attempt to collect any Deficiency Balance (apart from credit reporting), meaning that no Class Member would owe a Deficiency Balance.

- Any settlement funds remaining from uncashed or undistributable checks or unapproved fees or costs will, subject to Court approval, be paid to *cy pres* beneficiaries for the benefit of the Settlement Class.

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

7. Do I need anything to get a payment or the credit reporting benefit?

No. You do not need to do anything further to remain in the Class. You will get a payment and the credit reporting benefit automatically, after Court approval of the settlement.

8. When would I get my payment?

The Court will hold a hearing on **August 14, 2023** at 1:30 p.m. in Courtroom No. 3, Court of Common Pleas of Lycoming County, 48 W. 3rd Street, Williamsport, PA 17701 to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It is always uncertain whether there will be an appeal and if so, when it will be resolved. Resolving them can take time, often well more than a year. Please be patient.

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will stay in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Brenner for any claims, damages or any other amounts or relief of any kind, whether known or unknown, which were or could have been raised in the Litigation, which arise out of or relate to the loan financing the purchase of your repossessed vehicle, the Repossession Notices issued by Brenner, the sale of any repossessed motor vehicles, the conditions of reinstatement and/or redemption, or the reporting of Deficiency Balances to any consumer reporting agencies. It also means that the Court’s orders will apply to you and legally bind you. Unless you “opt-out” or exclude yourself from this case, you will automatically be deemed to have agreed to a “Release of Claims” which describes exactly the legal claims that you give up if you remain in the Class. The specific language of the release is set forth in the Settlement Agreement, which can be found on the website: www.BrennerCarCreditClassAction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment or other benefits from this settlement but you want to keep the right to sue or continue to sue Brenner on your own about any of the subjects or issues set forth in the paragraph above, then you must take steps to get out. This is called excluding yourself – sometimes referred to as “opting out” of the Class.

10. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator, with copies to counsel, by mail (first class, postage pre-paid) saying that you, as well as any and all other person(s) who signed your retail installment contract, want to be excluded from *Nicole Zentner and Andrew Kivett, individually and on behalf of all others similarly situated v. Brenner Car Credit, LLC and Paxton Securities Co.*, Docket No. 20-1193. Be sure to include your name, address, email (if available), telephone number and your signature. Mail your exclusion request postmarked no later than **June 21, 2023** to all of three different places below.

Settlement Administrator

Zentner v. Brenner Car Credit
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

Class Counsel

Cary L. Flitter, Esq.
Andrew M. Milz, Esq.
FLITTER MILZ, P.C.
450 N. Narberth Avenue
Suite 101
Narberth, PA 19072

Brenner Counsel

Martin C. Bryce, Esq.
BALLARD SPAHR, LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103

11. If I don't exclude myself, can I sue Brenner for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Brenner for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this lawsuit or settlement, credit report correction, or other relief that this Class Action Settlement Agreement provides.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has approved Cary L. Flitter, Andrew M. Milz and Jody T. López-Jacobs of the law firm of Flitter Milz, P.C., in Narberth, PA and Thomas Waffenschmidt of the Waffenschmidt Law Firm LLC of Williamsport, PA to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged individually for these lawyers. *See* Section 14 below. If you want to be represented by your own lawyer, you may hire a firm at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment out of the Settlement Fund in the amount of \$480,000.00 for Class Counsel fees and up to \$15,000.00 for reimbursement of expenses. The fees would pay Class Counsel for investigating the facts, litigating the case and the appeals, negotiating the settlement, filing legal papers with the Court and oversight of future implementation of the settlement, including fielding inquiries from Class Members. Class Counsel has not been paid for its time or services since this case was originally filed in December of 2020. The Court could award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

15. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You should state why you object and why you think the Court should not approve the settlement. The Court will consider your views. To object, you must file an objection, or send a letter saying that you object to the settlement in *Nicole Zentner and Andrew Kivett, individually and on behalf of all others similarly situated v. Brenner Car Credit, LLC and Paxton Securities Co.*, Docket No. 20-1193. Please be sure to include your name, address, email (if available), telephone number, your signature, and the reasons you object to the settlement. File with the Prothonotary, 48 W. 3rd Street, Williamsport, PA 17701 with copies mailed to the three different places below, postmarked no later than **June 21, 2023**:

Court

Prothonotary
Court of Common Pleas
of Lycoming County
48 W. Third Street
Williamsport, PA 17701

Class Counsel

Cary L. Flitter, Esq.
Andrew M. Milz, Esq.
FLITTER MILZ, P.C.
450 N. Narberth Avenue
Suite 101
Narberth, PA 19072

Brenner Counsel

Martin C. Bryce, Esq.
BALLARD SPAHR, LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103

16. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the settlement, and that you, for that reason, want the settlement not to be approved. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on **August 14, 2023** at 1:30 p.m. in Courtroom No. 3, Court of Common Pleas of Lycoming County, 48 W. 3rd Street, Williamsport, PA 17701. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate and meets the test for class action settlements. The Court will listen to people who have asked to speak at the hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it, but you may. As long as you properly mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your “Notice of Intention to Appear in *Nicole Zentner and Andrew Kivett, individually and on behalf of all others similarly situated v. Brenner Car Credit, LLC and Paxton Securities Co.*, Docket No. 20-1193”. Your Notice of Intention to Appear must be mailed so as to be postmarked no later than **June 21, 2023** and be sent to the Prothonotary of the Court, to Class Counsel and Defense Counsel, at the three addresses in Section 15 above. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement (if the Court approves it) and will receive a settlement payment and credit reporting relief as provided in the Class Action Settlement Agreement. If you do not exclude yourself, you give up the right to bring your own lawsuit.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. The pleadings and other records in this litigation, including a copy of the Settlement Agreement, may be examined at any time during regular office hours at the Office of the Prothonotary, 48 W. 3rd Street, Williamsport, PA 17701. These documents will also appear on a website created for this case:

www.BrennerCarCreditClassAction.com.

You may also call or write to the following:

**Zentner v. Brenner Car Credit
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486
(833) 215-9289**

or

**Class Counsel
FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
(888) 668-1225**

Please **do not** call the Court, Brenner, or Brenner’s counsel.

Dated: May 12, 2023

Zentner v. Brenner Car Credit
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

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FIRST-CLASS MAIL
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NUMERIC EQUIVALENT

ID: <<ID>>

<<FirstName>><<LastName>>

<<CoborrowerFirstName>><<CoborrowerLastName>>

<<Address1>>

<<Address2>>

<<City>>, <<St>> <<Zip>>