

Notice of \$28 million Proposed Class Action Settlement with Sirius XM

*Campbell et al. v. Sirius XM Radio Inc.,
No. 2:22-cv-2261-CSB-EIL (C.D. Ill.)*

A federal court has authorized this Notice. You are not being sued.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

- A Settlement has been reached in a class action lawsuit claiming that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM's Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.
- The Settlement provides for the creation of a \$28 million Settlement Fund to pay members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue Sirius XM and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Sirius XM or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive a payment from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive a payment from this Settlement.
GO TO THE FINAL APPROVAL HEARING ON DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive a payment from the Settlement and you will give up your rights to sue Sirius XM and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement payments will be issued unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Campbell et al. v. Sirius XM Radio Inc.*, Case No. 2:22-cv-2261-CSB-EIL (the “Action”), in the United States District Court for the Central District of Illinois. The individuals who filed this lawsuit are called the “Named Plaintiffs” and the company they sued, Sirius XM Radio Inc., now known as Sirius XM Radio LLC, is called the “Defendant” or “Sirius XM.”

2. What is this lawsuit about?

On November 29, 2022, the Named Plaintiffs filed a putative class action complaint in the United States District Court for the Central District of Illinois, Urbana Division (the “Court”), against Sirius XM alleging that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM’s Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Named Plaintiffs and Class Representatives in this case are Julie Campbell, Diana Bickford, and Kerrie Mulholland.

4. Why is there a Settlement?

The Named Plaintiffs and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Named Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Named Plaintiffs and all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes:

1. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, (2) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and (3) the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call.
2. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, and (2) where such calls were received after the person asked to

register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from Settlement Class are any employees, officers, directors of the Defendant, and attorneys appearing in this case, and any judge assigned to hear this action, and their immediate family and staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.SXMTCPASettlement.com, or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

Under the Settlement, Sirius XM shall pay a non-reversionary sum of twenty-eight million (\$28,000,000.00) dollars (the "Settlement Fund"), from which cash payments to members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, costs, and service awards for the Named Plaintiffs will be paid.

9. Are there other benefits included in the Settlement?

To the extent not presently utilized, Sirius XM shall implement the following business practices in connection with its outbound telemarketing activities in addition to the practices previously agreed upon in the *Buchanan* Settlement Agreement¹:

- a) Sirius XM shall include in the letter accompanying its welcome kit an explanation of how Sirius XM communicates with consumers and shall provide notice that Sirius XM may call them regarding their service and trial or other subscription, a URL where they can manage their contact preferences, and an 800 number they can call for customer service.
- b) Sirius XM shall distribute up-to-date business compliance rules to its outbound telemarketing vendors. Such business compliance rules shall include (a) a requirement that telemarketing vendors scrub the names of consumers who Sirius XM has advised the telemarketing vendors have placed their names on Sirius XM's Do Not Call registry or whose names otherwise are required to be suppressed under applicable state law; (b) Sirius XM's policies regarding maximum number of calls to consumers for each of Sirius XM's marketing campaigns; and (c) Sirius XM's policies regarding daily calling windows.
- c) For the next three years following the Effective Date of the Settlement Agreement, Sirius XM or its designees shall use reasonably available technologies to review on a regular basis audio recordings of outbound telemarketing calls, placed by its outbound telemarketing vendors, that are 30 seconds or longer and that were not dispositioned as reflecting a Do-Not-Call request. Should that technology-based review result in a telemarketing call being deemed as a possible Do-Not-Call request, Sirius XM or its designees shall take steps to have the audio recording of the call further reviewed by a person, which may include the vendor that originally placed the call, to determine whether that consumer did in fact make a Do-Not-Call request.
- d) For the next three years following the Effective Date of the Settlement Agreement, Sirius XM shall continue to implement a two-way acceptance screen within the touchscreen In-Vehicle Infotainment device (or similar

¹ The Buchanan Settlement Agreement refers to the settlement agreement entered into in the litigation captioned: *Thomas Buchanan v. Sirius XM Radio Inc.*, No. 17-cv-728 (N. D. Tex.).

mechanism, such as via a mobile application) in order for a purchaser or lessee to initially access the Sirius XM radio service in all new purchased, used, or leased automobiles that include Sirius XM radio's enabled 360L technology.

To view the full Class Action Settlement Agreement and Release, visit www.SXMTCPASettlement.com.

10. What am I giving up to receive a payment from the Settlement or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims includes any and all claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable or not capable of being known, (ii) those which are unknown but might be discovered or discoverable, and (iii) those accrued or unaccrued, matured or not matured, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, all from the beginning of the world until today, that arise out of or in any way relate or pertain to claims, no matter how styled, (a) that were asserted, or attempted to be asserted, or that could have been asserted in the *Campbell* Case, or (b) alleging a call to any landline, wireless, cell or mobile phone in violation of any do-not-call ("DNC") law, whether as a result of a request not to be called or otherwise, including but not limited to claims arising under or relating to (1) the TCPA or any similar state or federal law, (2) statutory or common law claims predicated upon any alleged violations of the TCPA or any similar state or federal law, and (3) statutory or common law claims predicated upon and/or arising from any call to any landline, wireless, cell or mobile phone by any or all of the Released Parties, including by any vendor retained by any of the Released Parties, following any request not to receive such a call.

More information about the Released Claims and Released Parties can be found in the Class Action Settlement Agreement and Release, available at www.SXMTCPASettlement.com.

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

12. How do I make a claim to receive a Settlement Payment?

Visit www.SXMTCPASettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**. Class members can also complete and submit the Claim Form that was included with the notice that was mailed to them.

Class members can also request a Claim Form by calling toll-free 1-**XXX-XXX-XXXX** or by writing to the Settlement Administrator.

Mail: SXM TCPA Settlement Administrator, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: **EMAIL**

13. Where do I send my completed Claim Form?

Completed Claim Forms may be mailed to the Settlement Administrator at: SXM TCPA Settlement Administrator, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**.

Questions? Visit www.SXMTCPASettlement.com or call toll-free **1-XXX-XXX-XXXX**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive a payment from the Settlement?

Payments to Class Members who submit a valid Claim Form will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any payments can be issued. Please be patient and check www.SXMTCPASettlement.com for updates.

THE LAWYERS REPRESENTING YOU**16. Do I have a lawyer in this case?**

Yes, the Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Lieff Cabraser Heimann & Bernstein, LLP, and Feldman Wasser Draper & Cox as Class Counsel to represent you and all Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

17. How will Class Counsel be paid?

Plaintiffs will request an award of attorneys' fees for Class Counsel of up to 33-1/3% of the Settlement Fund, and for reimbursement of their costs and other expenses up to \$300,000. Plaintiffs will post the Motion for Attorneys' Fees and costs on www.SXMTCPASettlement.com at least thirty (30) days prior to the opt-out and objection deadlines.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member with respect to a claim or right such as those in the Case, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

No person shall purport to exercise any exclusion rights of any other person, or purport (i) to opt-out Class Members as a group, aggregate, or class involving more than one Class Member; or (ii) to opt-out more than one Class Member on a single paper, or as an agent or representative. **Any such purported opt-outs shall be void, and the Class Member(s) that is or are the subject of such purported opt-out shall be treated as a Class Member.**

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

SXM TCPA Settlement Administrator
Attn: Exclusion Requests

Questions? Visit www.SXMTCPASettlement.com or call toll-free [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

P.O. Box 58220
Philadelphia, PA 19102

A request for exclusion that does not comply with all of the foregoing, that is not timely submitted or postmarked or that is sent to an address other than that listed above, shall be invalid and the person serving such request shall remain a member of the Settlement Class and be bound by this Agreement and the Release contained herein. If a Class Member submits both a request for exclusion form and a claim to the Settlement, the request for exclusion shall control, unless otherwise Ordered by the Court.

19. If I exclude myself, can I still receive a payment from the Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a payment from the Settlement if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

You can advise the Court you don't like the proposed Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject this Settlement.

Any Class Member who does not successfully opt-out of the Settlement and who wishes to object to the proposed Settlement must mail or hand-deliver written objections to the Settlement ("Objections") to Class Counsel and Sirius XM's counsel, at the addresses set forth below, and mail or hand-deliver the Objections simultaneously to the Court. Objections may be filed by counsel for a Class Member.

Each Objection must (i) set forth the Class Member's full name, current address, email address and telephone number, as well as the name, address, email address and telephone number of all attorneys representing the objector; (ii) identify the landline, wireless, cell or mobile telephone number of the Class Member that brings him or her within the scope of the Settlement Class; (iii) contain the Class Member's original signature or the signature of counsel for the Class Member; (iv) state that the Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) include a list of all cases, by name and case number, in which the objector and/or their counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the previous five (5) years; and (vii) provide copies of any documents that the Class Member wishes to submit in support of his/her position.

Any Class Member who does not submit a timely Objection in complete accordance with these instructions and otherwise as Ordered by the Court shall not be treated as having filed a valid Objection to the Settlement and shall lack standing and forever be barred from raising any objection to the Settlement and from seeking any adjudication or review of the Settlement by appeal or otherwise.

For an objection to be considered, it must be filed with the Court no later than **DEADLINE**, and simultaneously mailed or hand-delivered to Class Counsel and Sirius XM's counsel:

Court	Sirius XM's Counsel
Clerk of Court 218 U.S. Courthouse 201 S. Vine Street Urbana, IL 61802	Lee A. Armstrong JONES DAY 250 Vesey Street New York, NY 10281

Questions? Visit www.SXMTCPASettlement.com or call toll-free **1-XXX-XXX-XXXX**.

Class Counsel			
Daniel Hutchinson LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, 29th Floor San Francisco, CA 94111-3339	Jarrett Ellzey ELLZEY & ASSOCIATES, PLLC 1105 Milford St, Houston, TX 77006	Mason Barney SIRI & GLIMSTAD LLP 200 Park Avenue, 17th Floor New York, NY 10016	Carl R. Draper FELDMAN WASSER DRAPER & COX 1307 South 7 th Street Springfield, IL 62703

An objector is not required to attend the Final Approval Hearing. However, any Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must mail or hand-deliver to the Court a notice of appearance no later than **DEADLINE**.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.SXMTCPASettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, and will decide on Class Counsel's application for an award of attorneys' fees and expenses, and Service Awards for the Named Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must mail or hand-deliver to the Court a notice of appearance (*see* Question 21). Your notice of appearance must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your notice of appearance must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

This Settlement affects your legal rights even if you do nothing.
 Questions? Go to www.HNFTADataBreachSettlement.com or call **1-888-888-8888**.

If you are a Class Member and you do nothing, you will not receive a payment from the Settlement. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SXMTCPASettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: SXM TCPA Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [Email Address](#)

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).