IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

JULIE CAMPBELL, KEITH SADAUSKAS, DIANA BICKFORD and KERRIE MULHOLLAND, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SIRIUS XM RADIO, INC.,

Defendant.

Case No. 2:22-cv-2261-CSB-EIL

FINAL SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT DISMISSING ACTION WITH PREJUDICE

The Court having held a Final Approval Hearing on June 26, 2026, notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Granting Preliminary Approval of Class Action Settlement dated November 10, 2025 (ECF No. 128) and Order Granting Plaintiffs' Unopposed Motion to Modify Settlement Schedule and Notice Program dated December 12, 2025 (ECF No. 131) (the "Notice Orders"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Order and Final Judgment good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. Incorporation of Settlement Documents. This Final Order and Final Judgment incorporates and makes a part hereof: (a) the Settlement Agreement dated September 26, 2025, as

amended by Amendment No. 1 (ECF No. 141-1) and (b) the Individual and Publication Notices attached as Exhibits E and F thereto, respectively, all of which were filed with the Court on October 3, 2025.

3. Certification of the Settlement Class for Purposes of Settlement. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court finally certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as:

> 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.
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> 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.
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> Excluded from the Settlement Class are: any employees, officers, directors of the Defendant Sirius XM Radio Inc. k/n/a Sirius XM Radio LLC, and attorneys appearing in this case, and any judge assigned to hear this action, and their immediate family and staff.

4. Class Representatives. Named Plaintiffs Julie Campbell, Diana Bickford, and Kerrie Mulholland are hereby finally appointed, for purposes of effectuating the Settlement only, as representatives for the Settlement Class for purposes of Rule 23 of the Federal Rules of Civil Procedure (each, a "Settlement Class Representative").

5. Class Counsel. Jarrett L. Ellzey of Ellzey & Associates, PLLC; Daniel M. Hutchinson of Lieff Cabraser Heimann & Bernstein, LLP; Mason A. Barney of Siri & Glimstad LLP, and Carl R. Draper of Feldman Wasser Draper & Cox, are hereby finally appointed, for settlement purposes

only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

6. Class Notice. The Court finds that the dissemination of the Individual, Publication, and Website Notice: (a) was implemented in accordance with the Notice Orders; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim for a monetary award from the Settlement Fund; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's motion for an award of attorneys' fees, costs, and other expenses (including a Service Award to the Named Plaintiffs); (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees, costs and other expenses (including a Service Award to the Named Plaintiffs); and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. CAFA. The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been satisfied.

8. Escrow Agent: As required by the Settlement Agreement, Class Counsel provided for the formulation of an interest-bearing Escrow Account with Citibank N.A., which was approved by Defendant. Based on the parties' representations, the selection of Citibank N.A. as the Escrow Agent was appropriate.

9. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the

Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. Specifically, the Court finds that, pursuant to Rule 23(e)(2), (A) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys' fees and reimbursement of costs and other expenses, as well as the Service Award to the Settlement Class Representatives; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

10. Dismissal with Prejudice. The Action is hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Final Judgment shall be forever binding on Defendant, Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form, seeks or obtains a distribution from the Settlement Fund, or objected to the Settlement), as well as their respective successors and assigns. The forty-seven (47) persons listed on Exhibit A to the Declaration of Jonathan P. Shaffer of Angeion Group, LLC Re: Claims Validation & Estimated Payments (ECF No. 157) submitted timely and proper Requests for Exclusion, are excluded from

the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Order and Final Judgment.

12. Releases. The Releases set forth in Section 5 of the Settlement Agreement as amended by Amendment No. 1 (ECF No. 141-1) are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Final Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, Plaintiffs and each and every member of the Settlement Class shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Final Order and Final Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Final Order and Final Judgment.

13. Retention of Jurisdiction. Without affecting the finality of this Final Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, consummation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Class Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve distribution of the Settlement Fund to any *Cy Pres* Recipient(s); and (e) the Settlement Class Members for all matters relating to the Action.

14. Attorneys' Fees, Litigation Expenses, and Service Award. The Court approves Class Counsel's application for one-third of the net $26,620,000 Settlement Fund in attorneys' fees, in the amount of $8,873,333.33, the sum of $167,882 in costs and other expenses, and for a service award to each Settlement Class Representative in the amount of $10,000. These payments shall be made out of the Settlement Fund in accordance with the Settlement Agreement. The Court evaluated Class Counsel's request using a percentage-of-the-fund analysis applying Seventh Circuit precedent in *In*

re Stericycle Sec. Litig., 35 F.4th 555, 559 (7th Cir. 2022) and *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022), and concludes that the amount requested is within the range of reason under the factors listed in *In re Synthroid Mktg. Litig*., 264 F.3d 712, 719 (7th Cir. 2001).

15. Objections. One (1) objection to the Settlement (ECF No. 138) and one (1) objection to Class Counsel's Motion for Attorneys' Fees (ECF No. 139) were received from Nigel Cohen. Having considered the points raised by Mr. Cohen, the Court hereby overrules the objections (ECF No. 152). Contrary to Mr. Cohen's contentions, the settlement is fair, reasonable, and adequate, and provides the Settlement Class Members with substantial recovery in line with, or exceeding, those of comparable TCPA settlements that have been approved, and as established above the requested attorneys' fees are reasonable and in line with the market for fees awarded in other common fund class action settlements in the Seventh Circuit.

16. Modification of the Agreement of Settlement. Without further approval from the Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Final Order and Final Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement, including but not limited to, at their discretion, accepting for processing of late claims provided such acceptance does not delay the distribution of the Settlement Fund.

17. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Final Order and Final Judgment shall be vacated, rendered null and void and be of no further force and effect, except

as otherwise provided by the Settlement Agreement, and this Final Order and Final Judgment shall be without prejudice to the rights of Plaintiffs, Settlement Class Members and Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

18. Entry of Final Judgment. By incorporating the Settlement Agreement's terms herein, the Court determines that this Final Order and Final Judgment complies in all respects with Federal Rules of Civil Procedure 65(d)(1). There is no just reason to delay the entry of this Final Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED.

July 6, 2026

s/Colin S. Bruce

Hon. Colin Stirling Bruce