

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

JULIE CAMPBELL, 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-02261-CSB-EIL

**PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiffs Julie Campbell, Diana Bickford, and Kerrie Mulholland (collectively, “**Plaintiffs**” or “**Settlement Class Representatives**”) respectfully submit this Memorandum of Law in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement on the terms set forth in the Settlement Agreement dated September 26, 2025 (ECF No. 121-1) and for final certification of the Settlement Class.

## INTRODUCTION

Over three and a half years ago, Plaintiffs Julie Campbell, Diana Bickford, and Kerrie Mulholland (“**Plaintiffs**”)<sup>1</sup> filed this class action lawsuit on behalf of themselves and all others similarly situated, against Defendant Sirius XM Radio Inc.<sup>2</sup> (“**Defendant**” or “**SiriusXM**” and collectively with Plaintiffs, the “**Parties**”), alleging that, since 2020, the company had made illegal telemarketing calls in violation of the TELEPHONE CONSUMER PROTECTION ACT (“**TCPA**”), 47 U.S.C. § 227, *et seq.* (ECF No. 1.) SiriusXM denied any liability, maintained that a litigation class would not have been certified, and believed that its calling practices were lawful and proper. SiriusXM asserted multiple defenses, which if granted, would have been case dispositive, including “established business relationship” (“**EBR**”), prior consent, and reasonable procedures. (*See* Answer and Affirmative Defenses of Defendant SiriusXM Radio LLC, ECF No. 91.) Nevertheless, following years of litigation, and the assistance of two separate mediators, the parties reached the Settlement which created a \$28,000,000 non-reversionary common fund to be used to send cash payments to settlement class members. In addition, SiriusXM agreed to make multiple practice changes to its calling procedures.

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<sup>1</sup> Plaintiff Keith Sadauskas voluntarily dismissed his claims against SiriusXM (ECF. 19).

<sup>2</sup> On September 6, 2024, defendant Sirius XM Radio Inc., a Delaware corporation, was converted into Sirius XM Radio LLC, a Delaware limited liability company, under Delaware law. To avoid any misunderstanding regarding the scope of this action, both entities are granted a release in the Settlement.

On November 10, 2025, this Court granted preliminary approval to the Settlement. (ECF No. 128.) Now, after a months-long notice campaign and hundreds of thousands of claims being filed, Plaintiffs move to seek final approval of that Settlement. If approved, the Settlement Administrator anticipates that the Settlement will pay approximately \$39.63 to each of approximately 427,627 individual Class Members who filed claims. *See* Declaration of Steven Weisbrot Re: Notice and Administration (“**Admin. Decl.**”). The Settlement brings meaningful resolution and significant benefits to the Settlement Class, including through implementing business practice changes to correct the issues raised by Plaintiffs, without requiring further delay, risk, and expense.

Pursuant to the preliminary approval order, the Court-ordered notice plan has since been executed and nothing has changed to alter the Court’s initial assessment that the Settlement is more than fair, reasonable, and adequate. Individual notice was provided directly to potential Settlement Class Members via email as well as first-class mail, successfully reaching 82.5% of the potential Settlement Class Members and easily meeting the due process standard. (Admin. Decl. ¶ 18.) The Settlement Class’s reaction to the Settlement has been positive. Despite notice being sent to over nineteen million (19,000,000) potential Class Members, only one person (represented by professional objector’s counsel at the Center for Class Action Fairness (“**CCAF**”)) has submitted a timely objection and only forty-five (45) Class Members submitted timely and valid exclusion requests. (Admin. Decl. ¶ 28.) This response weighs strongly in favor of final approval.

For the reasons detailed below, this Settlement is an excellent result for Plaintiffs and Settlement Class Members after years of litigation and hard-fought negotiations. Plaintiffs and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under Rule 23, and is a fair, reasonable, and adequate result for the Settlement Class.

Plaintiffs request that the Court finally approve the Settlement, grant Plaintiffs' Motion for Approval of Attorneys' Fees, and enter a final judgment dismissing this case.

## **BACKGROUND**

### **I. SUMMARY OF THE LITIGATION**

The Court is familiar with the history of this intensively fought litigation and of Class Counsel's efforts over the past several years to bring the case to a successful resolution. As such, in the interest of judicial efficiency, Plaintiffs respectfully refer the Court to and hereby incorporate by reference Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 121), Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses (ECF No. 132), and the Declaration of Court-Appointed Class Counsel (ECF No. 132-1) for a detailed recitation of the substantive and procedural background of this litigation.

### **II. SUMMARY OF THE TERMS OF THE SETTLEMENT AGREEMENT**

#### **A. Settlement Class**

The Court preliminarily certified a Settlement Class, which includes

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.

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.

(See Order granting Prelim. Approval, ECF 128 at 2-3; S.A., Ex. 3.)

**B. Settlement Benefits**

The Settlement provides that Plaintiffs and Settlement Class Members will be entitled to a pro rata distribution of a twenty-eight million dollar (\$28,000,000.00) non-reversionary settlement fund, subject to a maximum individual cap of fifteen hundred dollars (\$1,500.00), after deducting costs related to required notices, any administrative costs, Class Counsel's attorneys' fees and litigation costs, any incentive awards, and any other costs and expenses related to this Settlement. (S.A. §§ 3, 18.1.) To receive a pro rata payment from the Settlement Fund, Class Members needed to sign a claim form on the Website or submit a paper form. (*Id.* §§ 6.1,6.3.) Any residual amount remaining after two rounds of distribution will, subject to Court approval, be paid to the National Consumer Law Center as a *cy pres* award, not to be used in furtherance of any litigation. (*Id.* § 18.3.) Pursuant to the Court's Preliminary Approval Order, SiriusXM funded the Settlement on or about January 15, 2026. (ECF No. 142-1, at ¶ 5.) The funds were placed in an interest-bearing escrow account with Citibank, N.A., and will continue to remain there until distributed in accordance with this Court's order, wherein, the interest will become part of the corpus used to pay Settlement Class Members. (*Id.*)

In addition, the Settlement also includes business-practice changes addressing SiriusXM's outbound telemarketing activities, informed by the litigation record and expert analysis. (*See* S.A., Ex. 3 § 4 (Practice Changes); Order granting Prelim. Approval, ECF No. 128.) These new business practice changes include requirements that:

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.

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.

For the next three years following the Effective Date of this 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.

For the next three years following the Effective Date of this Agreement, Sirius XM shall continue to implement a two-way acceptance screen within the touchscreen In-Vehicle Infotainment device (or similar 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.

*(Id.)* As this last section shows, for individuals who purchase or lease new vehicles with enabled SiriusXM's 360L technology and register on either the federal or an applicable state Do-Not-Call list, SiriusXM will not make outbound telephone solicitations to them unless that individual took a specified step to enter into a two-way communication with SiriusXM. (*See* S.A., Ex. 3 § 4.4.)

SiriusXM's practice changes have been fully implemented and should satisfy the requirements of an established business relationship, as set forth in 47 CFR § 64.1200(f). (*See* S.A., Ex. 3 § 4.) These non-monetary commitments complement the monetary fund and further the TCPA's privacy-protection objectives.

### C. Preliminary Approval, Notice, and Claims

On October 3, 2025, Plaintiffs moved the Court for preliminary approval of the Settlement, approval of the proposed notice plan, direction that notice be given to the Settlement Class, and a date for a Final Approval Hearing. (ECF No. 121.) On November 10, 2025, the Court preliminarily approved the Settlement. (ECF No. 128.)

Consistent with the Preliminary Approval Order, the Settlement Administrator implemented the notice plan. SiriusXM provided a number of data files to the Administrator containing the contact information for the potential class members. After quality control checks and deduplication, a total of 19,136,262 unique records were used to provide notice of the Settlement to potential Class Members. (Admin. Decl. ¶ 8.) The Settlement Administrator sent notice via email to 18,061,749 potential Class Members (15,627,098 of which were successfully delivered, i.e. 86.52% of the emails were successful) and ultimately mailed postcard notices to 1,065,543 potential Class Member records without a valid email address. (Admin. Decl. ¶¶ 8, 13, 18.) The Settlement Administrator further disseminated 17,560,725 reminder email notices to potential Class Members who had not unsubscribed from receiving future email correspondence and not already filed a claim. (*Id.* ¶ 14.)

In addition to these direct notices, the Administrator also undertook a successful media notice campaign with advertisements placed on the internet and in various social media platforms. (*Id.* ¶¶ 15-17.) That campaign resulted in over 17.8 million combined impressions, which further spread the reach of the notice campaign. (*Id.*) In total, the Settlement Administrator believes it provided direct notice to 82.5% of the potential Settlement Class Members. (*Id.* ¶ 18.)

The Notice instructed Settlement Class Members of their legal rights and options in this Settlement, including: the option to submit a Claim Form to receive monetary payment, either via physical mail or the online claim form; the option to ask to be excluded from the Settlement and

retain the right to bring an individual action against SiriusXM; the option to object to the Settlement; the option to attend the Final Approval Hearing; and the option to do nothing and not receive a monetary payment from the Settlement. (Admin. Decl. ¶¶ 12, 20; ECF No. 128; S.A. Ex. E1, E2, E3.)

Even though the claims period closed on March 21, 2026, to provide the maximum opportunity for Class Members to sign up, the Parties agreed, subject to Court approval, to accept claims filed as late as April 21, 2026. As of April 13, 2026, with a little over a week left, the Settlement Administrator received 427,627 claims. (Admin. Decl. ¶ 25.) Assuming a total potential class size of up to 20,220,465 people based on the data files provided by SiriusXM, the already filed claims forms represent at least a 2.1% claims rate. (*Id.*)

#### **D. Exclusions and Objections**

The deadline for Settlement Class Members to exclude themselves or object to the proposed Settlement passed on March 26, 2026. (Admin. Decl. ¶ 27.) As of April 7, 2026, only forty-five (45) Class Members filed valid and timely exclusion requests. (Admin. Decl. ¶ 28.)

Out of the nearly 20 million potential class members, just one person filed an objection. The objector, Nigel Cohen, advocated for creating new law with regard to, *inter alia*, designation of the *cy pres* recipient, certain minor aspects of the notice and objection procedures, and the amount of attorneys' fees to be awarded; he also questioned whether the Settlement Administrator had any part in the selection of the escrow bank (it did not). (ECF Nos. 138, 140.) Each of these objections is baseless, and both Plaintiffs and SiriusXM filed separate responses that describe in detail why the objections are meritless. (ECF Nos. 143, 144.) For the reasons stated in those responses, the Court should overrule the objections in their entirety.

## ARGUMENT

### I. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE

On November 10, 2025, this Court provisionally found that the Settlement Class met the requirements of Federal Rule of Civil Procedure (“Rule”) 23(a)—numerosity, commonality, typicality, and adequacy—and the predominance and superiority requirements of Rule 23(b). (ECF No. 128.) Since this Order, there have been no developments that warrant alteration of this preliminary finding. The Settlement Class should now be finally certified for settlement purposes.

#### A. Rule 23(a) Requirements Remain Satisfied

**Numerosity.** Rule 23(a) requires that a class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “A class of forty generally satisfies the numerosity requirement.” *See Savanna Grp., Inc. v. Trynex, Inc.*, No. 10-cv-7995, 2013 U.S. Dist. LEXIS 1277 at \*14 (N.D. Ill. 2013). Here, there are approximately 427,627 Class Members who submitted claims and over 18 million potential Class Members who received settlement notice. (Admin. Decl. ¶¶ 18, 25.) Joinder is therefore impracticable, and the Settlement Class satisfies the numerosity requirement under Rule 23. *See, e.g., Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 U.S. Dist. LEXIS 105259, at \*17 (N.D. Ill. June 25, 2018) (class of 40 or more is sufficient).

**Commonality.** The Settlement Class also satisfies the commonality requirement, which requires that class members’ claims “depend upon a common contention.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Because, by definition, calling programs are carried out on a mass basis, a proposed TCPA class typically contains common issues of law and fact. *See G.M. Sign, Inc. v. Finish Thompson, Inc.*, No. 07 C 5953, 2009 U.S. Dist. LEXIS 73869, at \*13 (N.D. Ill. Aug. 20, 2009) (collecting cases); *See also Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 U.S. Dist. LEXIS 115729, at \*20 (N.D. Ill. Aug. 29, 2016) (finding commonality met in

TCPA case). Determination of these common issues can resolve the material allegations of TCPA liability for the Settlement Class in one stroke. Indeed, common questions include, *inter alia*, (i) whether SiriusXM's telemarketers placed telemarketing calls on behalf of SiriusXM; (ii) whether the calls were placed to persons registered for the DNC Registry; and (iii) whether SiriusXM's conduct was willful. Thus, the commonality requirement is met.

**Typicality.** Plaintiffs satisfy the typicality requirement under Rule 23 because their claims arise from SiriusXM's calling practices. To satisfy the "typicality" requirement, Plaintiffs' TCPA claim need only arise "from the same event or practice or course of conduct that gives rise to the claims of other class members" and be "based on the same legal theory." *Chicago Teachers Union, Local 1 v. Board of Educ. of the City of Chicago*, 307 F.R.D. 475, 480-81 (N.D. Ill. 2015). Here, Plaintiffs were subjected to the same SiriusXM calling practices, suffered from the same injuries, and will benefit from the relief provided by the Settlement in the same way as the absent Settlement Class members. Thus, Plaintiffs' claims are typical of the class as a whole. As such, typicality is met here.

**Adequacy.** The adequacy requirement is satisfied where (i) there are no antagonistic interests between named plaintiffs and their counsel and the absent class members; and (ii) the named plaintiffs and their counsel will vigorously prosecute the action on behalf of the class. Fed. R. Civ. P. 23(a)(4); *See Agne v. Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 491-92 (N.D. Ill. 2015) (TCPA claim satisfies Rule 23 because the people received the same calls). Here, Plaintiffs have no interests that are antagonistic to the Class. Similarly, the record reflects Class Counsel's zealous efforts in bringing about the Settlement, which satisfies the adequacy prong. (*See* ECF Nos. 42-23, 42-24, & 42-25.)

**B. The Predominance and Superiority Requirements of Rule 23(b)(3) Remain Satisfied**

In addition to satisfying the Rule 23(a) requirements, for settlement purposes the proposed Class must satisfy the additional requirements in Rule 23(b). *See Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 811 (7th Cir. 2012). Rule 23(b)(3), which pertains to a class seeking monetary relief is satisfied if “the questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” F.R.C.P. 23(b)(3). These requirements are satisfied here.

***Predominance.*** The predominance requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997). As discussed above, while SiriusXM vociferously contested predominance throughout this litigation, for purposes of settlement, common questions predominate over any questions affecting only individual members. TCPA claims, by their nature, involve large numbers of plaintiffs who received similar telemarketing calls using standard scripts, all from a single defendant, and each person is harmed in much the same way. *See Ira Holtzman, C.P.A. v. Turza*, 728 F.3d 682, 684 (7th Cir. 2013) (discussing how “[c]lass certification is normal in litigation under [the TCPA]”). The facts in the instant matter closely follows the standard TCPA pattern, where all class members were called, more than 31 days after registering on the National Do-Not-Call Registry, where the SiriusXM agents were told to use a script when talking to the call recipients, and all the class members were equally disrupted by the telemarketing calls. (*See* ECF No. 121-3.)

***Superiority.*** Furthermore, Settlement Class-wide resolution is the only practical method of addressing the alleged violations at issue in this case. There are thousands of Settlement Class

Members with modest individual claims, most of whom likely lack the resources necessary to seek individual legal redress. *See Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (“Where recovery on an individual basis would be dwarfed by the cost of litigating on an individual basis, this factor weighs in favor of class certification.”); *see also Svoboda v. Amazon.com Inc.*, 162 F.4th 821, 826 (7th Cir 2025). Because the claims are being certified for purposes of settlement, there are no issues with manageability, and resolution of thousands of claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication. *See Amchem*, 521 U.S. at 620.

In sum, final certification of the Settlement Class for purposes of settlement is appropriate.

## **II. THE SETTLEMENT MEETS THE STANDARD FOR FINAL APPROVAL UNDER RULE 23(E)**

A class action settlement may only be approved after a hearing and a finding that the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)(C). To determine whether a settlement is fair, adequate, and reasonable the Court considers the following factors: whether

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

*See* Fed. R. Civ. P. 23(e)(2). These considerations overlap with the factors previously articulated by the Seventh Circuit prior to the amendment of Rule 23 in 2018, which include: (i) the strength of the plaintiff’s case compared to the terms of the settlement; (ii) the complexity, length, and expense of continued litigation; (iii) the amount of opposition to the settlement; (iv) the reaction of members of the class to the settlement; (v) the opinion of competent counsel; and (vi) the stage

of the proceedings and the amount of discovery completed. *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014). The record in this case makes clear that approval of the Settlement is warranted under these factors.

**A. Fed. R. Civ. P. 23(e)(2)(A): Plaintiffs and Class Counsel Have Adequately Represented the Settlement Class in this Action**

Plaintiffs and their chosen Class Counsel have more than adequately represented the Class in this action. Class Counsel have ample experience litigating TCPA class actions and are well versed in the legal claims at issue and the risks of this case. (See ECF Nos. 42-23, 42-24, & 42-25 (firm resumes of Class Counsel).) Class Counsel have prosecuted this case on behalf of the Class with vigor and dedication for more than three years. (See ECF No. 121-3 (Ellzey Decl.); ECF No. 132-1 (Class Counsel Decl.)) “The adequacy of class counsel turns on counsel’s qualifications, experience, and ability to conduct the litigation.” *T.K. v. Bytedance Tech. Co., Ltd.*, No. 19-CV-7915, 2022 U.S. Dist. LEXIS 65322, at \*11 (N.D. Ill. Mar. 25, 2022) (“Plaintiffs present unrefuted evidence of their counsel’s expertise”); *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 344 (N.D. Ill. 2010) (approving appointment where class counsel had experience and devoted time to the case).

Indeed, Class Counsel is highly experienced in prosecuting class actions, and they are uniquely qualified in that they previously prosecuted the *Buchanan* action. That experience was essential here, as Class Counsel leveraged both their general experience in complex class actions—and their specific experience litigating against SiriusXM—to address the new factual and legal arguments presented by SiriusXM at every stage of this litigation. To prosecute the Class claims, Class Counsel engaged in thorough offensive and defensive discovery, and extensive motions practice. (See ECF No. 121-3 (Ellzey Decl.); ECF No. 132-1 (Class Counsel Decl.)) This case settled only after Class Counsel vigorously prosecuted this matter to the edge of class certification.

Victory in this case was far from certain at any point. SiriusXM moved to strike class allegations and to dismiss this action. (ECF Nos. 6, 16.) Thereafter, during the litigation it raised numerous defenses, including EBR, prior consent, and implementation of reasonable procedures. *See Conner v. Fox Rehab. Servs., P.C.*, Nos. 23-1550, 23-1684, 2025 U.S. App. LEXIS 1578, at \*27 (3d Cir. Jan. 24, 2025) (affirming denial of class certification in TCPA matter because questions regarding consent). SiriusXM vigorously disputed discovery issues, requiring Plaintiffs to move to compel production, and it opposed Plaintiffs' request for class certification. (ECF No. 78.) If the Court denied class certification, the case would end from a class standpoint, and the Class Members would receive nothing. *See e.g., Murtoff v. My Eye Dr. LLC*, No. 1:21-CV-02607, 2024 U.S. Dist. LEXIS 172280, at \*22 (N.D. Ill. Sep. 24, 2024) (denying class certification due to effort required to establish EBR); *Sorsby v. TruGreen Ltd. Partnership*, No. 20-cv-2601, 2023 U.S. Dist. LEXIS 3345, at \*16 (N.D. Ill. Jan. 9, 2023) (striking class allegations because of individualized analysis of EBR). Even if a class were certified and upheld on appeal, the Class would face the risk, expense, and delay of trial and a potentially lengthy appellate process. Because of these costs, risks to both sides, and delays, the Settlement presented a fair and reasonable alternative to continuing litigation.

**B. Fed. R. Civ. P. 23(e)(2)(B): The Settlement Was Negotiated at Arm's Length**

The Court should next consider whether the settlement was "negotiated at arm's length," and here there can be no question that that this requirement is met. Fed. R. Civ. P. 23(e)(2)(B). A settlement process facilitated by a neutral mediator is a reliable indicator that the negotiated settlement is reasonable. *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 496 (N.D. Ill. 2015) (finding no collusion where the parties reached a settlement with a mediator). Here, the Settlement Agreement arose out of lengthy, well informed, and non-collusive negotiations facilitated by not one, but two nationally recognized mediators, first with Randall Wulff, and, after those

negotiations broke down and ended, with retired Magistrate Judge Morton Denlow. (ECF No. 121-3 (Ellzey Decl. ¶¶ 11, 12).)

The mediation took place over three separate sessions, with the first two occurring with Mr. Wulff, and Plaintiffs walking away after the second session believing that settlement was not possible at that time. (ECF No. 34.) Thereafter, the parties returned to litigation, briefing and filing multiple motions, including the motions for class certification and SiriusXM's motion to amend its answer. (ECF Nos. 40-59, 63-64.) Only after this briefing did the parties return to the negotiating table. The parties executed a memorandum of understanding regarding the Settlement following their third full day mediation session, this one with Judge Denlow, and even after reaching that understanding the negotiations continued to reduce the understanding to a formal agreement. (ECF NO. 121-3 ¶ 12.) These lengthy negotiations, along with the lack of any evidence of collusion, mean that this factor also supports final approval.

**C. Fed. R. Civ. P. 23(e)(2)(C): the Settlement Provides Substantial Relief for the Settlement Class**

Federal Rule of Civil Procedure 23(e)(2)(c) requires examination of the relief provided by the Settlement.

***1. Fed. R. Civ. P. 23(e)(2)(C)(i): The Costs, Risks, and Delay of Arbitration, Trial, and Appeal Weigh in Favor of Final Approval***

In this case, the relief to the Settlement Class is more than adequate in light of the costs, risks, and time required to litigate this action through trial and appeal. "The most important factor relevant to the fairness of a class action settlement is [...] the strength of the plaintiffs' case on the merits balanced against the amount offered in the settlement." *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (citation modified). Compromise in exchange for certain and timely benefits is an unquestionably reasonable outcome. Settlement is appropriate

where plaintiffs face significant hurdles to success. *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010).

Even though Plaintiffs are confident in the merits of their claims, as noted above SiriusXM had several highly credible defenses in this action. In its opposition to Plaintiffs' motion for class certification, SiriusXM strongly relied on its EBR defense. (ECF No. 78 at pp. 10-15.) It argued that, through a Class Member's purchase of an automobile equipped with a SiriusXM radio, the company had an EBR with "many" of the proposed class members, a fact that alone could have necessitated "millions of mini-trials." (ECF No. 78 at p. 10.) In addition to the EBR defense, the Court permitted SiriusXM to also plead affirmative defenses of prior express consent and "proper procedures." (ECF No. 90 at p. 6.) Either defense could have been case dispositive and therefore fatal to Plaintiffs' claims. (ECF No. 78 at p. 21 (discussing consent defense).)

In contrast, the Settlement secures a cash payment of \$28 million and practice changes. Based on the figures presented here (and assuming the Court grants Plaintiffs' fees, costs, and service award requests, and the ultimate administrative costs are consistent with the administrator's projections), the Settlement Administrator anticipates that each Class Member who has asserted a claim should receive approximately \$39.63. (Admin. Decl. ¶ 26.) This per-person payment compares favorably to the amounts awarded in other TCPA settlements *E.g., Sessa v. Ableto, Inc.*, No. 8:23-cv-2219-TPB-CPT, 2026 U.S. Dist. LEXIS 2468, at \*22 (M.D. Fla. Jan. 7, 2026) (approving settlement preliminarily because \$23 recovery "compares favorably to settlement recoveries sanctioned in other TCPA actions in this Circuit and elsewhere." (collecting cases)); *Hung v. Vu, D.D.S. v. I Care Credit, LLC*, No. CV 17-04609 RAO, 2022 U.S. Dist. LEXIS 201639, at \*29 (C.D. Cal. Nov. 4, 2022) (finding that the \$18.57 "per claimant amount is within the range of other class action settlements under the TCPA" (collecting cases) ); *Markos v. Wells Fargo*

*Bank, N.A.*, 2017 U.S. Dist. LEXIS 17546, 2017 WL 416425, at \*4 (N.D. Ga. Jan. 30, 2017) (approving settlement that provides \$24.00 per class member, calling the settlement an “excellent result”); *Wright v. Nationstar Mtge. LLC*, No. 14 C 10457, 2016 U.S. Dist. LEXIS 115729, at \*28 (N.D. Ill. Aug. 29, 2016) (“the \$45 recovery per claimant is also in line with other TCPA settlements”); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1040 (S.D. Cal. 2015) (approving settlement where class members received \$13.75). When weighed against SiriusXM’s potential defenses, this excellent recovery for the Class weighs strongly in favor of final approval.

**2. Fed. R. Civ. P. 23(e)(2)(C)(ii): the Method of Providing Relief is Effective**

“[T]he effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims,” is also a relevant factor in determining the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii).

The Notice program and Claim Form were designed to encourage the filing of valid claims by Settlement Class Members. As shown in the Motion for Preliminary Approval, the Settlement Agreement called for the potential Class Members to receive notice through a number of different methods, ensuring the best practicable notice under the circumstances, which included notice via email, direct mail, a dedicated website, and a social media campaign. (Admin. Decl. ¶¶ 8, 11, 13, 15-17.)

Thereafter, every Class Member was afforded more than adequate time to file for a claim, opt-out of the settlement, or object to the settlement. (*Id.* ¶ 20.) The claim forms were easily available via the Website or in paper form. (*Id.*) To file a claim, Settlement Class Members needed only complete a simple Claim Form and submit it online or through mail. (S.A. § 6.) The claims administrator, Angeion, is an experienced and nationally recognized class action administration firm. (*See* ECF No. 121-2.) Angeion has been reviewing claims for completeness and eligibility, and making final decisions to disallow claims using a review process approved by both parties.

(Admin Decl. ¶ 25; S.A. § 6.5.) This procedure is claimant-friendly, efficient, cost-effective, proportional and reasonable under the particular circumstances of this case. Accordingly, the methods of distributing relief to Settlement Class Members further support that the Settlement is fair, reasonable, and adequate.

**3. Fed. R. Civ. P. 23(e)(2)(C)(iii): the Proposed Award of Attorneys' Fees and Litigation Costs is Fair and Reasonable**

Rule 23(e)(2)(C)(ii) requires consideration of “the terms of any proposed award of attorney's fees, including timing of payment.” In accordance with Rule 23(e) and the Settlement Agreement, on February 25, 2026, Class Counsel filed a motion seeking one-third of the settlement fund in attorneys' fees and \$167,882 in reimbursable litigation expenses. (ECF No. 132 (the “Fee Motion”).) This fee request is reasonable and comparable to other awards in TCPA cases, as discussed in Plaintiffs' Memorandum of Law in Support of Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (*Id.*). In addition, Plaintiffs are seeking service awards of \$10,000 for each Plaintiff, which are appropriate and supported by ample authority within and beyond this Circuit. (*Id.*) Therefore, for the reasons further discussed in the Fee Motion, Plaintiffs' request for fees and a service award are reasonable, and this factor favors approval.

**4. Fed. R. Civ. P. 23(e)(2)(C)(iv): No Additional Agreements Are Required to be Identified Under Rule 23(e)(3)**

As no additional agreements requiring identification exist, this factor does not weigh either in favor of or against final approval.

**D. Fed. R. Civ. P. 23(e)(2)(D): the Settlement Agreement Treats Settlement Class Members Equitably**

Finally, Rule 23(e) requires that the settlement “treat[] class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The proposed settlement does not discriminate between any segments of the Settlement Class. All Settlement Class Members are eligible to submit a claim

for a pro rata cash payment. (S.A. § 6.) Because all Settlement Class Members are treated exactly the same, the proposed Settlement satisfies this standard as well. *See Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 667 (S.D.N.Y. 2015) (a pro rata plan of allocation “ha[d] an obvious rational basis” and “the benefit of simplicity”).

Further, Direct Notice was sent to potential Settlement Class Members, and they were provided the opportunity to object to or exclude themselves from the Settlement. (Admin. Decl. ¶¶ 25, 27.) The named Plaintiffs each are seeking a Service Award of \$10,000.00 for their services on behalf of the Settlement Class. These awards are modest relative to the \$28,000,000 common fund (approximately 0.1%) and reflect the Class Representatives’ concrete efforts over nearly three years, including assisting the investigation, producing documents, maintaining regular contact with counsel, sitting for full-day depositions, responding to follow-up discovery, and supporting the mediation and settlement process. *Cf. Nolte v. Cigna Corp.*, No. 2:07-cv-2046-HAB-DGB, 2013 U.S. Dist. LEXIS 184622, 2013 WL 12242015, at \*4 (C.D. Ill. Oct. 15, 2013) (approving \$25,000 incentive awards). Therefore, the service awards do not create an improper motivation to settle or give rise to undue inequities across the Class.

#### **E. The lack of objections and opt-outs favor settlement approval**

The Seventh Circuit has held that courts should also consider the opposition, if any, to class settlements when evaluating them for fairness. *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006). Here, 427,627 claims were filed, representing a 2.1% claims rate, which is very much in line with claims rates in other similar TCPA class actions. *E.g., Lee v. Global Tel\*Link Corp.*, No. 2:15-cv-02495-ODW (PLA), 2018 U.S. Dist. LEXIS 163410, at \*21 (C.D. Cal. Sep. 24, 2018) (approving TCPA settlement with claims rate of 1.8%); *Wilkins v. HSBC Bank Nevada, N.A.*, No. 14 C 190, 2015 U.S. Dist. LEXIS 23869, at \*12 (N.D. Ill. Feb. 27, 2015) (same for 3.16% claims rate); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377-78, 1384

(S.D. Fla. 2007) (same for 1.2% claims rate); *see also In re Tiktok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 929 (N.D. Ill. 2022) (“the average claims rate for class sizes over 2.7 million is about 1.4%”).

The opt-out and objection rate also strongly favors approval. The opt-out and objection period to the Settlement ended on March 27, 2026, and the Claims Administrator reports forty-five (45) requests for exclusion and one objection to the Settlement. (Admin Decl. ¶ 28.) This extremely low number of opt-outs and objections counsels in favor of approving the settlement. *Lee*, 2018 U.S. Dist. LEXIS 163410 at \*21 (stating that a “low opt-out rate” of just 19 out-outs from a class of 1.8 million “indicates a favorable reception by the class”). “A small number of objectors from a plaintiff class of many thousands is strong evidence of a settlement’s fairness and reasonableness.” *Association for Disabled Americans v. Amoco Oil Co.*, 211 F.R.D. 457, 467 (S.D. Fla. 2002). Here, the opt-out/objection rate ends up being 0.0002%, infinitesimal and in line with other extremely small opt-out rates in other class actions settlements approved in this circuit. *See Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 230 (N.D. Ill. 2016) (holding that a 0.000697% opt-out rate supports the settlement); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 495 (N.D. Ill. 2015) (same, for 0.0002209%); *In re Capital One*, 80 F. Supp. 3d 781, 792 (N.D. Ill. 2018) (same, for 0.0032%); *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 965 (N.D. Ill. 2011) (same, for less than .01%).

Here, the single objection made to the settlement (ECF No. 138) only identifies minor issues with the settlement, none of which are viable based on the factual record here or under Seventh Circuit law. As the Seventh Circuit recently observed “[g]ood-faith objectors should be able to say specifically why the class or a part of it has been deprived of the fair, reasonable, and adequate settlement to which it is entitled.” *Pearson v. Target Corp.*, 968 F.3d 827, 838 (7th Cir.

2020). Here, the Objector's attempts fail to show why the Settlement is not fair, reasonable, and adequate. He is only one person out of millions potential of Class Members, and for the reasons stated in the objection responses, Plaintiffs do not believe he is representative of the sentiments of other Class Members but instead has his own political objectives in filing the objection. (See ECF Nos. 142, 143, 144.)

As the foregoing shows, it is evident that the Settlement has been well-received by the Settlement Class, meriting final approval. See *In re Mexico Money Transfer Litig.*, 164 F. Supp. 3d 1002, 1021 (N.D. Ill. 2000) (where, as here, more than "99.9% of class members have neither opted out nor filed objections," that fact is "strong circumstantial evidence in favor of the settlement"), *aff'd*, 267 F.3d 743 (7th Cir. 2001).

\* \* \*

As demonstrated by the above, the Settlement is fair, reasonable, and adequate and merits final approval.

### **III. THE NOTICE PROGRAM ADEQUATELY APPRISED CLASS MEMBERS OF THE SETTLEMENT**

Federal Rule of Civil Procedure 23(e)(1) provides that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [settlement]." Fed. R. Civ. P. 23(e)(1)(B). The standard for the adequacy of notice to the class is reasonableness. Fed. R. Civ. P. 23(c)(2)(B). "There are no rigid rules to determine whether a settlement notice to a class satisfies constitutional or Rule 23(e) requirements; the settlement notice must 'fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.'" *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 114 (2d Cir. 2005). Here, the Settlement Class Members have received adequate notice and have been given sufficient opportunity to weigh in on or exclude themselves from the Settlement.

The Court appointed Angeion to disseminate class notice and to administer the Settlement. (ECF No. 128, ¶ 10.) In accordance with the Court’s directive, Angeion employed direct notice that has effectively notified the Settlement Class of their rights under the Settlement. During the Notice Period, Angeion sent notice to 18,061,749 potential Class Members via email and 1,065,543 potential Class Members via direct mail using email and mailing addresses on the class list provided by SiriusXM. (See Admin. Decl. ¶¶ 9, 12-13.) Although not required to do so by the Settlement Agreement, Plaintiffs took the additional step of sending reminder email notices to potential Class Members during the crucial period shortly before the claims deadline. (See Admin. Decl. ¶ 14.) The reach rate of the notice program was greater than 80% according to the Settlement Administrator. That rate is consistent with that of other class action settlements.<sup>3</sup> See *Armstrong v. Bestway USA Inc.*, No. CV-24-02812-PHX-SHD, 2026 U.S. Dist. LEXIS 71220, at \*28 (D. Ariz. Apr. 1, 2026) (approving notice plan with email, mail, and advertising components, along with a reminder email that would “ensure that at least 80 percent of the class receive action notice”); *In re Zurn Pex Plumbing Prods. Liab. Litig.*, No. 08-MDL-1958 ADM/AJB, 2012 U.S. Dist. LEXIS 149738, at 23 (D. Minn. Oct. 18, 2012) (preliminarily approving class where the “anticipated ‘reach’ of this Notice Plan exceeds 80 percent and meets due process requirements of Rule 23”). Settlement Class Members have been afforded a full and fair opportunity to consider the proposed Settlement, exclude themselves from the Settlement, and respond and/or appear in Court. Further, the Notice fully advised Class Members of the binding effect of the judgment on them.

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<sup>3</sup> FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at: <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf> (“It is reasonable to reach between 70–95%.”).

In addition to the direct e-mailed and mailed notice, the Settlement was also widely publicized online.<sup>4</sup> The Settlement was featured on topclassactions.com. and classaction.org.<sup>5</sup> Angeion also created a dedicated Settlement Website — www.sxmtcpasettlement.com. (Admin. Decl. ¶ 20.) The Settlement Website “went live” on January 19, 2026, and was designed to be user friendly to allow Settlement Class Members to easily find general information about this class action Settlement, including important dates, deadlines and answers to frequently asked questions. (*Id.*) On the website, Settlement Class Members can view or download copies of the Class Notice, Claim Form, the Settlement Agreement, and other relevant Court documents. (*Id.*) The Settlement Website also has a “Contact Us” page whereby Settlement Class Members can send a query to Angeion. Angeion also established a dedicated email address to allow Class Members to submit questions regarding the Settlement. (*Id.*) Indeed, the Notice program issued pursuant to the Settlement meets the requirements of due process and Federal Rule of Civil Procedure 23 and should be finally approved.

### CONCLUSION

Because the proposed Settlement is fair, reasonable, and adequate, Plaintiffs respectfully request that the Court grant final approval of class action settlement and enter the proposed Order.

Dated: April 15, 2026

Respectfully Submitted,

/s/ Mason Barney

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<sup>4</sup> <https://listencare.siriusxm.com/prweb/autoredirect/app/ExternalKM/help/SupportCenter/article/KC-554215/How-do-I-submit-a-claim-for-the-Do-Not-Call-%28Campell-v-SiriusXM%29-proposed-class-action-settlement%3F%C2%A0>; <https://www.usatoday.com/story/money/2026/02/01/siriusxm-settlement-how-to-qualify/88465040007/>.

<sup>5</sup> <https://www.classaction.org/media/campbell-et-al-v-sirius-xm-radio-inc-notice.pdf>;  
<https://topclassactions.com/lawsuit-settlements/closed-settlements/28m-siriusxm-tcpa-class-action-settlement/>.

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*Counsel for Plaintiffs and the Settlement  
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### **CERTIFICATE OF COMPLIANCE**

Pursuant to Local Rule 7.1(4), the foregoing complies with the type volume limitation, as it is double-spaced and does not contain more than 7000 words or 45,000 characters.

/s/ Mason Barney

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

JULIE CAMPBELL, 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

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP, LLC  
RE: IMPLEMENTATION OF NOTICE PLAN & SETTLEMENT ADMINISTRATION**

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”).

2. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as previously reported to the Court in the Declaration of Steven Weisbrot of Angeion Group, LLC re: Proposed Notice Plan & Settlement Administration (“Notice Plan Declaration”). *See* Dkt. No. 121-2.

3. The purpose of this declaration is to provide the Parties and the Court with a summary of the work performed to implement the Court-approved Notice Plan, to update the Court regarding the number of Claim Forms received, requests for exclusion received, and objections to the Settlement.

**CLASS ACTION FAIRNESS ACT OF 2005 (“CAFA NOTICE”)**

4. The Class Action Settlement Agreement and Release (“Settlement Agreement”) was filed with the Court on October 3, 2025. Accordingly, pursuant to 28 U.S.C. §§ 1715(b), Angeion, on behalf of the Defendant, caused notice of the Settlement (“CAFA Notice”) to be sent to the Attorneys General of all U.S. states and territories, and the Attorney General of the United States on October 10, 2025. A true and correct copy of the CAFA Notice is attached hereto as **Exhibit A**. Angeion, on behalf of the Defendant, caused an amended Notice with Amendment No. 1 to the Settlement Agreement to be sent on April 13, 2026. A true and correct copy of the Supplemental CAFA Notice is attached hereto as **Exhibit B**.

**DIRECT NOTICE****Potential Class Member List**

5. Angeion was provided with three (3) separate electronic files containing potential Class Member names, mailing addresses, and email addresses, where available. In total, Angeion received 23,477,587 records.

<b>Date</b>	<b>Record Count</b>
October 17, 2025	11,254,220
November 17, 2025	10,748,262
December 15, 2025	1,475,105
<b>Total Received</b>	<b>23,477,587</b>

6. After the potential Class Member records were standardized and the electronic files combined, Angeion analyzed the data to identify incomplete and duplicative records. The analysis resulted in the identification of 2,999,491 duplicative records and 20,478,096 unique records. Of these unique records, Angeion further removed 257,631 ineligible businesses, reducing the unique records eligible for Notice to 20,220,465. Angeion then subjected records without a valid email address to a reverse look-up (commonly referred to as “append”) to locate updated email

addresses<sup>1</sup>. Angeion updated the potential Class Member List with email addresses located via the append search.

7. To reduce instances of the same mailing address or email address receiving multiple notices, Angeion combined 3,362,959 records into 2,278,756 household records, with 16,857,506 individual records remaining. The 2,278,756 household records and 16,857,506 individual records comprised the total 19,136,262 unique records that were used to provide notice of the Settlement.

8. Of the 19,136,262 unique households and individual records, 18,061,749 potential Class Member records had a valid email address, and 570,547 records had complete mailing address information only and 503,966 potential Class Member records had neither a valid email address nor a complete and valid mailing address.

#### **Mailed Notice**

9. During the notice period, Angeion caused notice of the Settlement (the “Postcard Notice”) to be mailed to the 1,065,543 potential Class Member records without a valid email address on the potential Class Member List and for whom complete mailing address information was available. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit C**.

10. Prior to mailing, Angeion caused the mailing addresses to be processed through the United States Postal Service’s (“USPS”) National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four years and filed a change of address with the USPS.

11. Angeion received and processed Postcard Notices returned by the USPS as undeliverable. Postcard Notices returned to Angeion by the USPS with a forwarding address were re-mailed to the new address provided by the USPS. Postcard Notices returned to Angeion by the USPS without a forwarding address were subjected to address verification searches (commonly

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<sup>1</sup> Angeion utilizes a network of data partners to aggregate a combination of first- and third-party data to source, update and verify email addresses. Specifically, the append matches email addresses to an individual based on that email address’ association to the data points provided (*i.e.*, names, mailing addresses), which serves as a validity check.

referred to as “skip traces”), and Postcard Notices were re-mailed to any updated addresses identified through the skip trace process. As a result of the above-described efforts, a total of 17,999 Postcard Notices were remailed to updated addresses out of the total 29,869 Postcard Notices that were returned as undeliverable by the USPS.

#### **Email Notice**

12. During the notice period, Angeion disseminated notice of the Settlement via email (“Email Notice”) to 18,061,749 potential Class Members with an email address on the potential Class Member List. A true and correct copy of the Email Notice is attached hereto as **Exhibit D**.

13. To optimize deliverability, Angeion strategically staggered the release of the Email Notices, starting with a smaller number of emails and gradually increasing the volume of emails sent to a given domain. It has been our experience that this form of “priming” or “warming up” serves to minimize the probability of ISPs blocking email notices. In total, 15,627,098 Email Notices were successfully delivered (*e.g.*, not returned as undelivered) and 2,434,651 were unable to be delivered.

#### **Reminder Email Notice**

14. Between March 13, 2026, and March 21, 2026, Angeion disseminated 17,560,725 Reminder Email Notices to potential Class Members who had not unsubscribed from receiving future email correspondence and had not yet filed a claim or requested exclusion from the Settlement. Reminder Email Notices were in the same form as **Exhibit D**.

#### **MEDIA NOTICE**

15. On January 20, 2026, Angeion commenced the comprehensive media notice campaign featuring state-of-the-art internet notice (“Programmatic Display Advertising”), and social media notice via the social media platforms of Facebook, Instagram and Threads. A paid search campaign via Google was also utilized to complement the internet and social media notice by driving potential Class Members who were actively searching for information about the Settlement to the dedicated website developed for this Settlement (the “Settlement Website”).

16. The media notice was disseminated using advanced technology to programmatically target advertisements regarding the Settlement to individuals most likely to be potential Class Members.<sup>2</sup>

17. The media campaign concluded on February 16, 2026, exceeding expectations by serving over 17.8 million combined impressions (the campaign contemplated serving 12 million impressions). True and accurate copies of the media notice advertisements are attached hereto as **Exhibit E**.

### **NOTICE EFFECTIVENESS**

18. Of the Initial Mailed and Emailed Direct Notice efforts, 16,680,771 (82.5%) are deemed to have been successfully delivered<sup>3</sup> an Email or Mail Notice and 2,455,491 (17.5%) are deemed to be unsuccessful to the 20,220,465 unique potential Class Members. The approximate 82.5% successful delivery of Direct Notices does not include the state-of-the-art media notice, which provided increased awareness and Notice of the Settlement.

19. This percentage well exceeds the percentage required for due process. The Federal Judicial Center states that a notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

### **SETTLEMENT WEBSITE**

20. On January 19, 2026, Angeion established the following website devoted to this Settlement: **[www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com)**. The Settlement Website contains general information about the Settlement, including important dates and deadlines pertinent to the Settlement, and copies of important documents, including but not limited to the Claim Form, Exclusion Form, Long Form Notice (English and Spanish), Complaint, Settlement Agreement and Release, Declaration of Steve Weisbrot of Angeion Group LLC., Plaintiffs’ Unopposed Motion

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<sup>2</sup> See Notice Plan Declaration, ¶¶ 25-31.

<sup>3</sup> Successfully delivered’ refers to Email Notices that were not bounce-backs and Postcard Notices that were either mailed and not returned as undeliverable or remailed (to an updated address) and not returned as undeliverable.

for Preliminary Approval of Class Action Settlement, Order Granting Preliminarily Approving the Settlement, Declaration of Court Appointed Class Counsel in Support of Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses and Incentive Awards, Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses and Incentive Awards, and the Amendment No. 1 to Class Action Settlement Agreement and Release. The Settlement Website was designed with functionality to allow Class Members to electronically submit a Claim Form via a customized secure online portal. Additionally, the Settlement Website has a "Contact" page, which provides Class Members with the Settlement Administrator's contact information. Class Members can also submit questions regarding the Settlement to a dedicated email address created for this Settlement: [Info@SXMTCPASettlement.com](mailto:Info@SXMTCPASettlement.com). True and correct copies of the Long Form Notice, Claim Forms, and Exclusion Form are attached hereto as **Exhibits F through H**, respectively.

21. As of April 13, 2026, the Settlement Website had 1,797,813 sessions and 3,609,742 page views.

#### **TELEPHONE SUPPORT**

22. On January 19, 2026, Angeion established the following toll-free telephone line devoted to this Settlement: 1-866-566-4210. The toll-free line utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and information about filing a claim and important deadline dates. The toll-free line is accessible 24 hours a day, 7 days a week.

23. As of April 13, 2026, the toll-free line has received 7,504 calls, totaling approximately 30,890 minutes.

#### **CLAIM FORM SUBMISSIONS**

24. The deadline for Class Members to submit a Claim Form was March 21, 2026. To ensure maximum time for submissions, the Parties agreed to keep the online claim portal open to all Class Members until April 21, 2026. Subject to Court approval, Angeion will accept claims submitted between March 21, 2026, and April 21, 2026.

25. As of April 13, 2026, Angeion has received approximately 427,627 Claim Form submissions (roughly 43,125 hard copy Claim Forms and 384,502 online Claim Forms). Assuming a total potential class size of 20,220,465 based on the data files provided by Sirius XM, these claims forms represent approximately a 2.1% claims rate. These Claim Form submissions are still subject to final audits, including the full assessment of each claim's validity, timeliness, and a review for duplicate submissions. Angeion will continue to keep the parties apprised of the number of Claim Form submissions received. Upon conclusion of the claims filing period, Angeion will conduct a final review of all claims and provide the Parties with a report containing the total number of valid Claim Forms.

#### **PER CLASS MEMBER PAYMENT**

26. As of April 13, 2026, the current approximate payment per class member is \$39.63. Angeion expects this figure to change as we are still accepting claims and claims have not yet been subject to final audits, including the full assessment of each claim's validity, timeliness, and a review for duplicate submissions. At the completion of the claims filing period, and after a full claim review has been completed, Angeion will be able to provide updated calculations.

#### **REQUESTS FOR EXCLUSION**

27. The deadline for Class Members to request exclusion from the Settlement was March 27, 2026.

28. As of April 13, 2026, Angeion has received fifty-two (52) requests for exclusion from the Settlement. Of these requests, forty-five (45) are valid, three (3) are duplicate requests, two (2) were invalid as they were not signed either electronically or with a wet signature as required, and two (2) were denied as they were postmarked after the exclusion deadline. A list containing the names of the individuals who submitted valid exclusion requests is attached hereto as **Exhibit I**.

**OBJECTIONS TO THE SETTLEMENT**

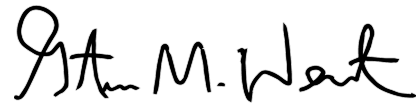
29. The deadline for Class Members to object to the Settlement was March 27, 2026. As of April 13, 2026, Angeion is aware of a single objection to the settlement that was filed with the Court and not with Angeion.

**CONCLUSION**

30. The Notice Plan outlined above provided for direct notice via email or mail, combined with a comprehensive state-of-the-art media campaign. It remains my professional opinion that the Notice Plan provided full and proper notice to potential Class Members before any applicable settlement deadlines, and that the Notice Plan implemented in this Settlement was the best notice practicable under the circumstances, fully comported with due process requirements and was fully compliant with Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: April 15, 2026



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STEVEN WEISBROT

# Exhibit A



1650 Arch Street • Suite 2210 • Philadelphia PA 19103  
www.angeiongroup.com

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October 10, 2025

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

**Re: Notice of Proposed Class Action Settlement**

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

**Case Name:** *Campbell et al v. Sirius XM Radio, Inc.*

**Case No.:** 2:22-cv-02261-CSB-EIL

**Jurisdiction:** United States District Court for the Central District of Illinois, Urbana Division

**Date Settlement Filed with Court:** October 3, 2025

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at <https://cafa.angeiongroup.com/>:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** The *Original Class Action Complaint* was filed with the Court on November 29, 2022.
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** There are currently no scheduled hearings for this case as of the date of this Notice.
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Email Notice*, *Postcard Notice*, *Claim Form*, and *Long Form Notice* were filed with the Court on October 3, 2025.
- 4. 28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Class Action Settlement Agreement and Release*, *Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement*, *Declaration of Jarrett L. Ellzey in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval*, and *Declaration of Steven Weisbrot of Angeion Group, LLC* Re:

Notice of Proposed Class Action Settlement

*Proposed Notice Plan & Settlement Administration* were filed with the Court on October 3, 2025. All documents are available at <https://cafa.angeiongroup.com/>.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, there are no other settlements or agreements made between the parties related to the proposed settlement.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** It is not presently feasible to provide a reasonable estimate of the number of class members residing in each state and the estimated proportionate share of the claims of such members to the entire settlement, because the data used to identify class members is not yet available for the entire class period, which runs through October 31, 2025. Defendant anticipates providing supplemental notice that includes such estimates in the second half of December, following the collection and review of the requisite data for the entire class period.
8. **28 U.S.C. § 1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the proposed settlement at this time. The *[Proposed] Order Granting Preliminary Approval of Class Action Settlement* is available at <https://cafa.angeiongroup.com/>.

If you have any questions regarding the details of this notice, please contact Counsel for the Defendant, Jones Day at:

Lee A. Armstrong  
Mark R. Seiden  
JONES DAY  
250 Vesey St  
New York, NY 10281  
[laarmstrong@jonesday.com](mailto:laarmstrong@jonesday.com)  
[mrseiden@jonesday.com](mailto:mrseiden@jonesday.com)

If you need assistance accessing the CAFA website, please contact Angeion Group at:

**Angeion Group**  
1650 Arch Street, Suite 2210  
Philadelphia PA 19103  
[www.angeiongroup.com](http://www.angeiongroup.com)  
[CAFA@angeiongroup.com](mailto:CAFA@angeiongroup.com)

# Exhibit B



1650 Arch Street • Suite 2210 • Philadelphia PA 19103  
www.angeiongroup.com

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April 13, 2026

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

**Re: Update to October 10, 2025 Notice of Class Action Settlement**

*Campbell et al v. Sirius XM Radio, Inc.*

Dear Counsel or Official:

As a follow up to our CAFA Notice dated October 10, 2025, Angeion Group, an independent claims administrator, on behalf of the Defendant in the below-described action, writes to provide an update on the above-referenced matter pending in the United States District Court for the Central District of Illinois, Urbana Division.

The *Settlement Agreement* was filed with the Court on October 3, 2025. This Supplemental Notice provides an update to class information.

**Case Name:** *Campbell et al v. Sirius XM Radio, Inc.*

**Case No.:** 2:22-cv-02261-CSB-EIL

**Jurisdiction:** United States District Court for the Central District of Illinois, Urbana Division

**Date Settlement Filed with Court:** October 3, 2025

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at <https://cafa.angeiongroup.com/campbell-et-al-v-sirius-xm-radio-inc/>:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** The *Original Class Action Complaint* was filed with the Court on November 29, 2022.
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** A hearing has been scheduled for May 11, 2026, at 11:00 am.
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The *Email Notice, Postcard Notice, Claim Form, and Long Form Notice* were filed with the Court on October 3, 2025.

## Notice of Proposed Class Action Settlement

- 4. 28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Class Action Settlement Agreement and Release, Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, Declaration of Jarrett L. Ellzey in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval, and Declaration of Steven Weisbrot of Angeion Group, LLC Re: Proposed Notice Plan & Settlement Administration* were filed with the Court on October 3, 2025. *Plaintiffs’ Unopposed Motion to Modify Settlement Schedule and Notice Program and Declaration of Mason A. Barney in Support of Plaintiffs’ Unopposed Motion to Modify Settlement Schedule and Notice Program* were filed with the Court on December 9, 2025. All documents are available at <https://cafa.angeiongroup.com/campbell-et-al-v-sirius-xm-radio-inc/>.
- 5. 28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** An Amendment to the Settlement Agreement which added the following language to Section 5.2: “Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.” The Amendment was executed and filed with the Court on April 3, 2026. The Amendment is available at <https://cafa.angeiongroup.com/campbell-et-al-v-sirius-xm-radio-inc/https://cafa>. Other than the Settlement Agreement and the aforementioned Amendment, there are no other settlements or agreements made between the parties related to the proposed settlement.
- 6. 28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.
- 7. 28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** There are an estimated 23,078,000 persons potentially in the Settlement Class. A chart listing the number of Settlement Class Members that likely reside in each state is available at <https://cafa.angeiongroup.com/campbell-et-al-v-sirius-xm-radio-inc/>. It is not feasible to provide the proportionate share of the Settlement benefits per state as class member awards are contingent upon the submission of a claim form.
- 8. 28 U.S.C. § 1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the proposed settlement at this time. The Order Granting Preliminary Approval of Class Action Settlement is available at <https://cafa.angeiongroup.com/campbell-et-al-v-sirius-xm-radio-inc/>.

Notice of Proposed Class Action Settlement

If you have any questions regarding the details of this notice, please contact Counsel for the Defendant, Jones Day at:

Lee A. Armstrong  
Mark R. Seiden  
JONES DAY  
250 Vesey St  
New York, NY 10281  
[laarmstrong@jonesday.com](mailto:laarmstrong@jonesday.com)  
[mrseiden@jonesday.com](mailto:mrseiden@jonesday.com)

If you need assistance accessing the CAFA website, please contact Angeion Group at:

**Angeion Group**  
1650 Arch Street, Suite 2210  
Philadelphia PA 19103  
[www.angeiongroup.com](http://www.angeiongroup.com)  
[CAFA@angeiongroup.com](mailto:CAFA@angeiongroup.com)

# Exhibit C

**NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT**

2:22-cv-2261-CSB-EIL

*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.*

**Records show that you may be  
entitled to money from a class  
action settlement.**

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

For more information, visit  
**[www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com)**,  
call Toll-Free **1-866- 566-4210**, or  
scan the QR code below



SXMTCPASettlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

# 1474 Filed: 04/15/26

Page 2 of 10

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

«FIRST NAME» «LAST NAME»

«ADDRESS»

«CITY» «STATE» «ZIP»

Notice ID: «NOTICE ID»

Confirmation Code: <<Confirmation Code>>

«BARCODE»

Complete and return this Claim Form or submit your claim online at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) on or before **March 21, 2026** if you want to receive a cash payment. If more than one Class Member is in your household, each Class Member in your household may be eligible to file a separate Claim Form.

**Telephone Number:** <<Telephone>>, <<Telephone>>, <<Telephone>>, <<Telephone>>

By checking this box and returning this Claim Form, you certify that you received more than one telephone solicitation call in a 12-month period from Sirius XM between April 27, 2019 and October 31, 2025, to the above number **and**

- (a) such calls were received more than 31 days after registering this telephone number with the National Do-Not-Call Registry, and that you were not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call; **or**
- (b) such calls were received after you asked to register this telephone number on Sirius XM’s internal Do-Not-Call list.

*\*If you received calls to a different phone number, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) to submit your claim.*

**\*\*Payment Options – Select one of the following:**  PayPal  Venmo  Zelle  Virtual Prepaid Card

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card:

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.

**Who is Included?** All natural persons in the United States 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**:

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and 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; **or**
- b) 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.

**What does the Settlement Provide?** 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.

**How To Get Benefits:** Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) to submit your claim online or complete and return this Claim Form by mail. Claim Forms must be submitted online by **March 21, 2026**, or if submitted by mail must be postmarked no later than **March 21, 2026**. If more than one Class Member is in your household, each Class Member in your household may be eligible to file a separate Claim Form.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **March 27, 2026**. If you do not exclude yourself, you will release any claims you may have against Sirius XM or the Released Parties that are resolved by this Settlement. If you do not exclude yourself, you may **object** to the Settlement by **March 27, 2026**. For complete details on how to exclude yourself from or object to the Settlement, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).

**The Lawyers Representing You:** The Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Lief 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. 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](http://www.SXMTCPASettlement.com) at least thirty (30) days prior to the opt-out and objection deadlines.

**The Final Approval Hearing:** The Court has scheduled a hearing for **May 11, 2026, via Zoom teleconference**, to consider whether to approve the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs, as well as

any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) for updates.

2:22-cv-02261-CSB-EL #1474 Filed 04/15/26

Page 5 of 10

[BRM  
placeholder]

SXM TCPA Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT**

2:22-cv-2261-CSB-EIL

*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.*

**Records show that you may be  
entitled to money from a class  
action settlement.**

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

For more information, visit  
**[www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com)**,  
call Toll-Free **1-866- 566-4210**, or  
scan the QR code below



SXMTCPASettlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

# 1474 Filed: 04/15/26

Page 7 of 10

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

«FIRST NAME» «LAST NAME»

«ADDRESS»

«CITY» «STATE» «ZIP»

Notice ID: «NOTICE ID»

Confirmation Code: <<Confirmation Code>>

«BARCODE»

Complete and return this Claim Form or submit your claim online at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) on or before **March 21, 2026** if you want to receive a cash payment.

**Telephone Number:** <<Telephone>>

By checking this box and returning this Claim Form, you certify that you received more than one telephone solicitation call in a 12-month period from Sirius XM between April 27, 2019 and October 31, 2025, to the above number **and**

- (a) such calls were received more than 31 days after registering this telephone number with the National Do-Not-Call Registry, and that you were not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call; **or**
- (b) such calls were received after you asked to register this telephone number on Sirius XM’s internal Do-Not-Call list.

*\*If you received calls to a different phone number, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) to submit your claim.*

**\*\*Payment Options – Select one of the following:**  PayPal  Venmo  Zelle  Virtual Prepaid Card

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card:

*\*\*If you want to receive payment via check, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).*

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210**

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.

**Who is Included?** All natural persons in the United States 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:**

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and 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; **or**
- b) 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.

**What does the Settlement Provide?** 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.

**How To Get Benefits:** Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) to submit your claim online or complete and return this Claim Form by mail. Claim Forms must be submitted online by **March 21, 2026**, or if submitted by mail must be postmarked no later than **March 21, 2026**.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **March 27, 2026**. If you do not exclude yourself, you will release any claims you may have against Sirius XM or the Released Parties that are resolved by this Settlement. If you do not exclude yourself, you may **object** to the Settlement by **March 27, 2026**. For complete details on how to exclude yourself from or object to the Settlement, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).

**The Lawyers Representing You:** The Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Liefv 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. 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](http://www.SXMTCPASettlement.com) at least thirty (30) days prior to the opt-out and objection deadlines.

**The Final Approval Hearing:** The Court has scheduled a hearing for **May 11, 2026, via Zoom teleconference**, to consider whether to approve the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) for updates.

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210**

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[BRM  
placeholder]

SXM TCPA Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

# Exhibit D

From Email Address: «noreply@SXMTCPASettlement.com»  
From Email Name: Sirius XM TCPA Settlement Administrator  
Subject Line: Notice of Proposed Class Action Settlement – Campbell v. Sirius XM Radio LLC

---

«FIRST NAME» «LAST NAME»  
Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
Telephone Number: «Telephone Number»

## **Records show that you may be entitled to money from a \$28 million class action settlement.**

*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.*

*Versión en español del aviso de formato largo.*

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.

**Who is Included?** All natural persons in the United States 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:**

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and 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; **or**
- b) 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.

**What does the Settlement Provide?** 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.

**How To Get Benefits:** Visit **www.SXMTCPASettlement.com** to submit your **Online Claim Form** or to download a full paper Claim Form to complete and return it by mail. Claim Forms must be submitted online by **March 21, 2026**, or submitted by mail and must be **postmarked no later than March 21, 2026**.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **March 27, 2026**. If you do not exclude yourself, you will release any claims you may have against Sirius XM or the Released Parties that are resolved by this Settlement. If you do not exclude yourself, you may **object** to the Settlement by **March 27, 2026**. For complete details on how to exclude yourself from or object to the Settlement, visit **[www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com)**.

**The Lawyers Representing You:** 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. 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](http://www.SXMTCPASettlement.com)** at least thirty (30) days prior to the opt-out and objection deadlines.

**The Final Approval Hearing:** The Court has scheduled a hearing for **May 11, 2026, at 11:00 am** via Zoom teleconference, to consider whether to approve the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **[www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com)** for updates.

**For more information, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com), call Toll-Free 1-866-566-4210, or scan the QR code below:**



*Unsubscribe*

From Email Address: «noreply@SXMTCPASettlement.com»  
From Email Name: Sirius XM TCPA Settlement Administrator  
Subject Line: Notice of Proposed Class Action Settlement – Campbell v. Sirius XM Radio LLC

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«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

Telephone Number: «Telephone Number», «Telephone Number»

## **Records show that you may be entitled to money from a \$28 million class action settlement.**

*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.*

*Versión en español del aviso de formato largo.*

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.

**Who is Included?** All natural persons in the United States 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:**

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and 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; **or**
- b) 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.

**What does the Settlement Provide?** 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.

**How To Get Benefits:** Visit **www.SXMTCPASettlement.com** to submit your **Online Claim Form** or to download a full paper Claim Form to complete and return it by mail. Claim Forms must be submitted online by **March 21, 2026**, or submitted by mail and must be **postmarked no later than March 21, 2026**. If more than one Class Member is in your household, each Class Member in your household may be eligible to file a separate Claim Form.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **March 27, 2026**. If you do not exclude yourself, you will release any claims you may have against Sirius XM or the Released Parties that are resolved by this Settlement. If you do not exclude yourself, you may **object** to the Settlement by **March 27, 2026**. For complete details on how to exclude yourself from or object to the Settlement, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).

**The Lawyers Representing You:** 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. 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](http://www.SXMTCPASettlement.com) at least thirty (30) days prior to the opt-out and objection deadlines.

**The Final Approval Hearing:** The Court has scheduled a hearing for **May 11, 2026, at 11:00 am** via Zoom teleconference, to consider whether to approve the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) for updates.

For more information, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com), call Toll-Free 1-866-566-4210, or scan the QR code below:



*Unsubscribe*

# Exhibit E

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If you received marketing calls from Sirius XM, you may be entitled to a cash payment from a \$28 million Settlement.

If you received marketing calls from **Sirius XM** while on a Do Not Call list, you may be entitled to a cash payment from a **\$28 million Class Action Settlement.**

To learn more about your rights and options

[Click Here](#)

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Class Action Settlement [Learn more](#)

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To learn more about your rights and options

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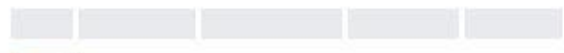


 [www.sxmtpasettlement.com/](http://www.sxmtpasettlement.com/)

### Sirius XM Radio Class Action - \$28 Million Settlement

If Sirius XM called you after you registered on a Do Not Call list, you may be affected. You may be entitled to a cash payment from a \$28 million Settlement. File your claim now.

[Learn More](#) · [Submit Claim](#)

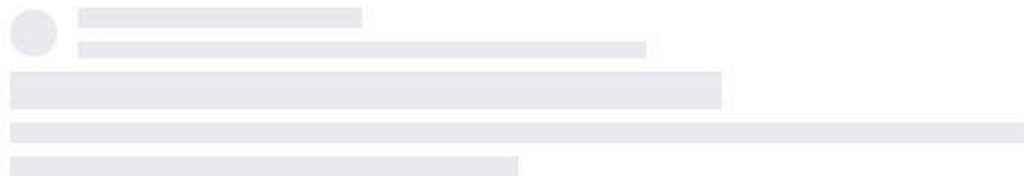


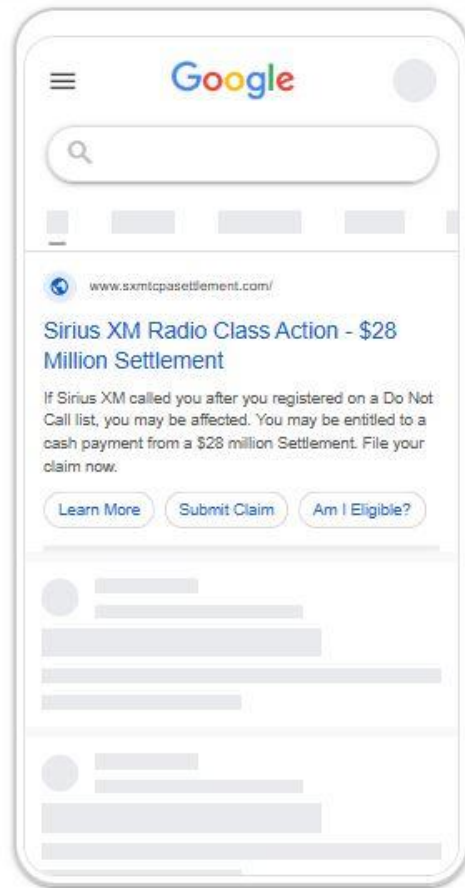
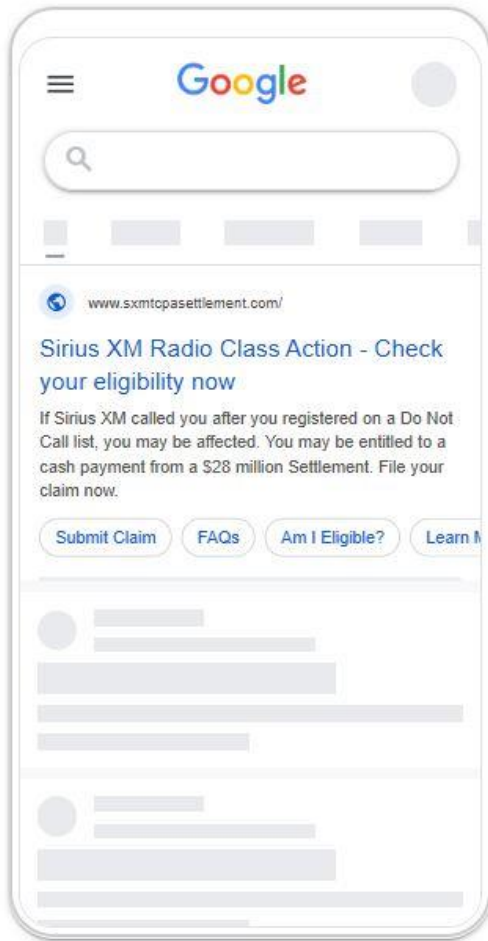
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### Sirius XM Radio Class Action - Check your eligibility now

If Sirius XM called you after you registered on a Do Not Call list, you may be affected. You may be entitled to a cash payment from a \$28 million Settlement. File your claim now.

[Submit Claim](#) · [FAQs](#)





# Exhibit F

## 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:

<b>FILE A CLAIM FORM DEADLINE: MARCH 21, 2026</b>	<p>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. If more than one Class Member is in your household, each Class Member in your household may be eligible to file a separate Claim Form.</p>
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: MARCH 27, 2026</b>	<p>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.</p>
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: MARCH 27, 2026</b>	<p>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.</p>
<b>ATTEND THE FINAL APPROVAL HEARING ON: MAY 11, 2026</b>	<p>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.</p>
<b>DO NOTHING</b>	<p>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.</p>

- 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.

Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.

## 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.

Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.

**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](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210. You may also email the Settlement Administrator at [Info@SXMTCPASettlement.com](mailto:Info@SXMTCPASettlement.com).

## 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 Agreement<sup>1</sup>:

- 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 recording 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 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](http://www.SXMTCPASettlement.com).

<sup>1</sup> 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.).

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.**

**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* Question 11).

**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](http://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](http://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 **March 21, 2026**. Claim Forms submitted by mail must be **postmarked no later than March 21, 2026**. 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 at **1-866-566-4210**, emailing at [Info@SXMTCPASettlement.com](mailto:Info@SXMTCPASettlement.com), or by writing to the Settlement Administrator:

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

**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 March 21, 2026**.

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.**

**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](http://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](http://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 **March 27, 2026**:

SXM TCPA Settlement Administrator  
Attn: Exclusion Requests  
P.O. Box 58220  
Philadelphia, PA 19102

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.**

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 **March 27, 2026**, 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 <b>JONES DAY</b> 250 Vesey Street New York, NY 10281

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.**

Class Counsel			
Daniel Hutchinson <b>LIEFF CABRASER HEIMANN &amp; BERNSTEIN</b> 275 Battery Street, 29th Floor San Francisco, CA 94111- 3339	Jarrett Ellzey <b>ELLZEY &amp; ASSOCIATES, PLLC</b> 1105 Milford St, Houston, TX 77006	Mason Barney <b>SIRI &amp; GLIMSTAD LLP</b> 745 Fifth Ave, Ste 500 New York, NY 10151	Carl R. Draper <b>FELDMAN WASSER DRAPER &amp; COX</b> 1307 South 7 <sup>th</sup> 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 **March 27, 2026**.

## 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 **Monday, May 11, 2026, at 11:00 am CST** via Zoom teleconference.

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](http://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 attend 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.

**Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free 1-866-566-4210.**

## IF YOU DO NOTHING

### 26. What happens if I do nothing at all?

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](http://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: [Info@SXMTCPASettlement.com](mailto:Info@SXMTCPASettlement.com).

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

# Exhibit G

**Your claim must  
be submitted  
online or  
postmarked by:  
March 21, 2026**

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

**SXM-CLAIM**

## CLAIM FORM

### GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you can submit your Claim Form online at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or mail your completed Claim Form 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 **March 21, 2026**. Alternatively, Claim Forms must be submitted online on or before **March 21, 2026**.

#### 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.

Excluded from the 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.

Class Members who submit valid and timely Claim Forms will receive a *pro rata* share of the \$28 million Settlement Fund after payment of costs related to required notices, any administrative costs, Class Counsels' attorneys' fees, any incentive awards, all costs, and any other expenses related to this Settlement have been paid.

**Payments to Class Members who submit a valid Claim Form will not be issued until after the Settlement is approved and becomes Final.**

Your claim must be submitted online or postmarked by: March 21, 2026

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

SXM-CLAIM

CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name input field

First Name

Last Name input field

Last Name

Street Address input field

Street Address

City input field

City

State input field

State

Zip Code input field

Zip Code

Email Address input field

Email Address

Phone Number input field

Phone Number

Notice ID input field

Notice ID

II. TELEPHONE NUMBER

By providing this number, you certify that you received more than one telephone call in a 12-month period from Sirius XM between April 27, 2019 and October 31, 2025, to the below number and

- a) such calls were received more than 31 days after registering this telephone number with the National Do-Not-Call Registry, and that you were not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call; or
b) such calls were received after you asked to register this telephone number on Sirius XM's internal Do-Not-Call list.

Telephone Number:

Telephone Number input field with dashes

III. PAYMENT SELECTION

Select one of the following payment options:

- PayPal Venmo Zelle Virtual Prepaid Card Check\*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card:

\*Payment will be mailed to the address provided in Section I above.

IV. CERTIFICATION & SIGNATURE

I swear and affirm under penalty of perjury that I am a Class Member, and the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

# Exhibit H

**Campbell et al. v. Sirius XM Radio Inc.,**

**Case No. 2:22-cv-2261-CSB-EIL (C.D. Ill.)**

United States District Court for the Central District of Illinois

**SIRIUS XM RADIO SETTLEMENT  
REQUEST FOR EXCLUSION**

**Your request for  
exclusion must be  
received by:  
March 27, 2026**

**SXM  
EXCLUSION**

Instructions: Complete and return this form via mail to: SXM TCPA Settlement Administrator, Attn: Exclusion Requests, P.O. Box 58220, Philadelphia, PA 19102.

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name, mailing address, telephone and/or email address.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

**II. SIGNATURE**

I am a Person in the United States, who received more than one telephone call in a 12-month period who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025, after being registered on a National Do-Not-Call Registry and/or on Sirius XM's internal Do-Not-Call List.

I wish to be excluded from the *Campbell et al. v. Sirius XM Radio Inc., Case No. 2:22-cv-2261-CSB-EIL (C.D. Ill.)*.

I understand that by submitting this form I am requesting Exclusion from the Class, and I will not receive any money or benefits.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Exhibit I

EXCLUSIONS		
COUNT	FIRST NAME	LAST NAME
1	DONNA	BABBIN
2	FRANK	ATTERTON
3	GARY W	BRYANT
4	JOSEPH M	PELLETIERE
5	JUSTIN	RICH
6	MIKE	CRAWLEY
7	STEPHEN B	HUEBNER
8	WILLIAM	SWISHER
9	CALEB	WARREN
10	CATHERINE	DUNCANSON
11	ELEANOR	STEVENS
12	FATIMA	AHMAD
13	LEIGH	AMATEAU
14	MARGIE	MCKENZIE
15	MICHAEL E	BALALE
16	SONYA	PARK
17	TOMMIE	WINDHAM
18	TOMMY	FILES
19	OLGA	MILLER
20	DONNA M	STEVENS
21	STEVEN M	COLLONTON
22	WILSON	ARROYO
23	ANDREW	GAUL
24	JAMES	WRIGHT
25	JENNIFER	MAKOSKY
26	KYLE	WEBBER
27	DENNIS SCOTT	GIBBONS
28	GLORIA	ROWAN
29	HOLLY	LANGE
30	JOSEPHINE VANO	PARDEE
31	LINDA	AINES
32	MILTON	DAVIS III
33	NANCY	BOOTH
34	BETTY ANN	DRIEMEYER
35	SARAH	SUBAK
36	JEFF	HANSON
37	ALISA	GALLI
38	BRIAN	JOHNSON
39	CAROL	ZIMBRIC
40	ELIZABETH ANN	CULLEN
41	JENACIE	KLINGER
42	JULIE	JOHNSON

43	KENNETH	RUMEV
44	PIKES PEAK REGIONAL BUILDING DEPARTMENT	
45	VALERIE	SPIERING