

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

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

Plaintiffs,

v.

SIRIUS XM RADIO INC.,

Defendant.

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

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (this “Agreement” or this “Settlement Agreement”) is made and entered into as of this 26th day of September, 2025 by and between Plaintiffs Julie Campbell, Diana Bickford, and Kerrie Mulholland (the “Named Plaintiffs”),<sup>1</sup> individually and on behalf of the Class (as defined below), and Defendant Sirius XM Radio Inc., now known as Sirius XM Radio LLC (collectively referred to herein as, “Sirius XM”)<sup>2</sup> (Named Plaintiffs and Sirius XM, collectively referred to as, the “Parties”).

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<sup>1</sup> Plaintiff Keith Sadauskas voluntarily dismissed his claims against Sirius XM on January 10, 2024 [Dkt. 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.

**1. Recitals.**

WHEREAS, 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 claims for purported violations of the Telephone Consumer Protection Act of 1991 (the “TCPA”) and various state statutory law claims (*Campbell et al. v. Sirius XM Radio LLC*, No. 2:22-cv-2261-CSB-EIL (C. D. Ill.), hereinafter, the “*Campbell Case*”); and

WHEREAS, the Parties have conducted extensive fact discovery, including but not limited to, the production of tens of thousands of pages of documents and extensive call data, service of interrogatories and responses, the conducting and defending of the depositions of Sirius XM’s Director of Compliance, the three Named Plaintiffs, and Plaintiffs’ expert witness; and

WHEREAS, the Parties in the *Campbell Case* have also filed a significant number of contested motions, including most recently motions for class certification (fully briefed as of May 14, 2025) and to strike certain evidence; and

WHEREAS, the Parties were prepared to litigate the *Campbell Case* through trial; and

WHEREAS, beginning in June 2024, the Parties had prefatory discussions regarding whether mediation might lead to a resolution of the *Campbell Case*; and

WHEREAS, the Parties agreed to mediate their dispute and advised the Court of same in a June 5, 2024 Joint Notice of Intent to Engage in Private Mediation; thereafter on June 6, 2024 the Court, *sua sponte*, entered an Order staying this case while the Parties participated in mediation; and

WHEREAS, the Parties participated in two full-day mediation sessions before Randall W. Wulff, an experienced and well-regarded mediator, on September 19, 2024, and October 10, 2024. Despite considerable efforts by the Parties, and notwithstanding tentative agreements regarding certain of the issues in dispute, these mediation sessions concluded without an overall resolution of the case; and

WHEREAS, on October 21, 2024 the Parties advised the Court that mediation had been unsuccessful, and on October 22, 2024 the Court entered an Order lifting the stay previously entered on June 6, 2024; and

WHEREAS, thereafter the Parties continued to discuss the possibility of settling the case, and ultimately agreed to a third mediation session. The Parties agreed to proceed to mediation before retired Magistrate Judge Morton Denlow, who previously served for 16 ½ years as a Magistrate Judge for the United States District Court for the Northern District of Illinois; and

WHEREAS, on July 15, 2025, Class Counsel (as defined below) as well as Sirius XM and its counsel, engaged in an all-day mediation before Judge Denlow, at the conclusion of which they entered into a Memorandum of Understanding relating to the Settlement of the Named Plaintiffs' individual and class claims against Sirius XM ("Settlement"); and

WHEREAS, the Settlement and this Settlement Agreement resulted from good faith, arms'-length settlement negotiations over many months, before experienced and well-regarded mediators chosen by the Parties; the Parties submitted detailed mediation memoranda and other pertinent materials to Mr. Wulff and Judge Denlow setting forth their respective views as to the strengths of their cases; and

WHEREAS, Sirius XM denies each and every one of the Named Plaintiff's allegations of unlawful or wrongful conduct and does not concede or admit any liability whatsoever, and in

particular denies any violation of the TCPA and similar state laws, including any do-not-call laws or regulations; Sirius XM asserts various defenses to all claims, including but not limited to, the defense of “established business relationship,” or “EBR”; and further denies that any of the challenged conduct caused the Named Plaintiffs or any putative class member any injury or damage; and

WHEREAS, the Named Plaintiffs and their counsel have concluded, after extensive fact discovery, expert discovery, and motion practice, and after carefully considering the applicable legal principles and all of the circumstances of the *Campbell* Case, that it would be in the best interests of the Settlement Class (as defined below) to enter into this Agreement in order to avoid the risks and uncertainties of, and delays associated with the outcome of, the pending class certification motion, as well as any trial and any subsequent appeals in the *Campbell* Case, and to assure a benefit to the Settlement Class; and

WHEREAS, Class Counsel consider the Settlement (as reflected in this Agreement) to be fair, reasonable, and adequate and in the best interests of the Settlement Class; and

WHEREAS, the Named Plaintiffs and Class Counsel, on behalf of the Settlement Class, have agreed to have Judgment entered pursuant to this Agreement without trial or adjudication of any issue of fact or law and without this Agreement, including any exhibits hereto, constituting any evidence against, or admission by, Sirius XM regarding liability, fault, or any other issue raised in the *Campbell* Case; and

WHEREAS, Sirius XM has concluded, despite its belief that it is not liable for the claims asserted in the *Campbell* Case and that it has good defenses thereto, as well as meritorious positions in its class certification opposition in the *Campbell* Case, that it is in Sirius XM’s best interests to enter into this Agreement to avoid further expense and burden, along with the



distraction and uncertainty, of continuing protracted litigation, and thereby to resolve this controversy; and

WHEREAS, this Agreement embodies all of the terms and conditions of the Settlement between the Named Plaintiffs, both individually and on behalf of the Settlement Class, and Sirius XM, subject to final approval of the Court; and

WHEREAS, the Named Plaintiffs and Sirius XM agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability, wrongdoing or injury by Sirius XM or of the truth of any claim or allegation or a waiver of any defenses thereto, including Sirius XM's opposition to the motion for class certification; and

NOW THEREFORE, it is agreed by the undersigned, on behalf of the Named Plaintiffs and the Settlement Class, as well as Sirius XM, that the *Campbell* Case be settled and dismissed with prejudice, and without the award of any costs (except to the extent and on the basis set forth in this Agreement), subject to the approval of the Court, on the following terms and conditions:

**2. Definitions.**

2.1 "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release among the Named Plaintiffs, the Settlement Class Members, and Sirius XM.

2.2 "*Buchanan*" means *Thomas Buchanan v. Sirius XM Radio Inc.*, No. 17-cv-728 (N. D. Tex.).

2.3 "*Buchanan* Settlement Agreement" means the settlement agreement entered into in *Buchanan* at Dkt. 105-1.

2.4 “CAFA Notice” refers to the notice of the Settlement to appropriate state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b), addressed in Section 8.2 of this Agreement.

2.5 “Class Counsel” means the following law firms and the attorneys associated with those law firms:

- a. Ellzey & Associates, PLLC;
- b. Siri & Glimstad LLP;
- c. Lief Cabraser Heimann & Bernstein, LLP; and
- d. Feldman Wasser Draper & Cox.

2.6 “Class Member” means any person who is included in the Settlement Class.

2.7 “Class Member List” means the list of Class Members described in Section 10.1 of this Agreement.

2.8 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court.

2.9 “Class Period” means the period of time from April 27, 2019 to October 31, 2025.

2.10 “Confirmatory Discovery” means the discovery regarding the size and composition of the Class Member List described in Section 10.1 of this Agreement.

2.11 “Court” means the United States District Court for the Central District of Illinois.

2.12 “Effective Date” means the date on which the Settlement shall become final as provided in Section 15 of this Agreement.

2.13 “Final Approval Hearing” means the hearing to be held by the Court to determine whether to finally approve the Settlement set forth in this Agreement as fair, reasonable, and adequate.

2.14 “Final Approval Order” means the Order to be submitted to the Court in connection with the Final Approval Hearing.

2.15 “Initial Cash Distribution” has the meaning provided in Section 18.1 of this Agreement.

2.16 “Named Plaintiffs” has the meaning provided in the first paragraph of this Agreement.

2.17 “Preliminary Approval Order” means the Order the Court enters in connection with the Motion for Preliminary Approval.

2.18 “Released Claims” means the claims released in Section 5.1 of this Agreement.

2.19 “Released Parties” means the parties released in Section 5.1 of this Agreement.

2.20 “Second Cash Distribution” has the meaning provided in Section 18.1 of this Agreement.

2.21 “Settlement Administrator” means Angeion Group, subject to approval by the Court.

2.22 “Settlement Class” means and 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.

Excluded from this class definition 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.

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 this class definition 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.

2.23 “Settlement Class Members” means the Named Plaintiffs and all other persons who are members of the Settlement Class and who do not submit a Successful Opt-Out, as defined in Section 11 of this Agreement.

2.24 “Settlement Fund” is described in Section 3 of this Agreement.

2.25 “Settlement Website” means the website operated by the Claims Administrator as described in Section 6.1 of this Agreement.

**3. Settlement Consideration.** In full and final Settlement of the claims of the Settlement Class, and in consideration for the release of the Released Claims, 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, 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 shall be paid. Sirius XM shall not be required to pay the Settlement Fund until the later of: (i) January 15, 2026, or (ii) ten (10) days following the Court’s entry of the Preliminary Approval Order (as contemplated by Section 9 below). At that time Sirius XM shall deposit the Settlement Fund into the Escrow Account (see Section 7

below) to be arranged by Class Counsel. The Settlement Fund shall constitute Sirius XM's sole and exclusive payment obligation under this Settlement Agreement.

**4. Other Consideration.**

4.1 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:

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 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.

d. 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.

4.2 Class Counsel agree that:

a. The current version of Sirius XM's welcome kit, a copy of which has been produced in the *Campbell* Case bearing the Bates number SiriusXM\_00018715-721 (and attached as Exhibit A to this Settlement Agreement), satisfies the requirements of Section 4.1(a) above.

b. The current version of the Sirius XM customer agreement, a copy of which has been produced in the *Campbell* Case bearing the Bates number SiriusXM\_00018698-714 (and attached as Exhibit B to this Settlement Agreement), satisfies the requirements of section 4.d of the *Buchanan* Settlement Agreement.

c. The current version of the in-vehicle material, a copy of which has been produced in the *Campbell* Case bearing the Bates number SiriusXM\_00018695-697 (and

attached as Exhibit C to this Settlement Agreement), satisfies the requirements of section 4.f of the *Buchanan* Settlement Agreement.

d. Sirius XM is presently complying with all of the terms of section 4 of the *Buchanan* Settlement Agreement.

4.3 Class Counsel is of the opinion that the changed business practices to which Sirius XM agreed in the *Buchanan* Settlement Agreement, coupled with the additional changed business practices set forth in Sections 4.1(a)-(d) above should satisfy the requirements of an established business relationship as defined in 47 CFR § 64.1200(f) such that Sirius XM may make outbound telemarketing calls to such consumers consistent with the established business relationship rule regardless of whether they have placed their numbers on the federal or state Do-Not-Call registries. Consistent with the foregoing, Class Counsel agrees that in all of its filings with the Court, including its brief in support of approval of the Settlement Agreement, to include a clear and conspicuous statement that “the changed business practices to which Sirius XM agreed in the *Buchanan* Settlement Agreement, coupled with the additional changed business practices set forth in Sections 4.1(a)-(d) above should satisfy the requirements of an established business relationship, as set forth in 47 CFR § 64.1200(f).”

4.4 With respect to individuals who purchase or lease new vehicles with enabled 360L technology (which allows 2-way interactions via the infotainment system), notwithstanding the foregoing (see Sections 4.1(a)-(d) above), on or before December 31, 2025, to the extent that such a purchaser or lessee has registered on either the federal or an applicable state Do-Not-Call list, Sirius XM will not make outbound telephone solicitations to them unless that purchaser or lessee has:

a. by any means accepted Sirius XM's terms and conditions of service (trial or paid), including but not limited to via Sirius XM's in-vehicle application (i.e., 360L), Sirius XM's mobile application or website, via an automaker's mobile application or website, verbally or via text; or

b. transacted with or contacted Sirius XM through any means, including but not limited to any one of the following:

- (i) Consumers who at the time of being called have, or within 18 months prior to being called have had, a paid Sirius XM subscription;
- (ii) Consumers who at the time of being called have, or within 18 months prior to being called had, entered into a financial transaction with Sirius XM or one of its agents;
- (iii) Consumers who at the time of being called have, or within 18 months prior to being called had, logged into the Sirius XM App or the Pandora App;
- (iv) Consumers who at the time of being called have, or within 18 months prior to being called have, self-activated a trial subscription to any Sirius XM service;
- (v) Consumers who at the time of being called have, or within 3 months prior to being called have, registered, logged in and/or submitted an inquiry or application regarding Sirius XM goods or services within the Sirius XM online account center;



- (vi) Consumers who at the time of being called have, or within 18 months prior to being called have, requested a refresh signal for their satellite service;
- (vii) Consumers who at the time of being called have, or within 3 months prior to being called have, interacted with Sirius XM regarding any inquiry or application regarding Sirius XM goods or services; or
- (viii) Consumers who at the time of being called have, or within 18 months prior to being called have had, one or more similar interactions that constitute an established business relationship with Sirius XM or any of its products or services, including without limitation the products or services of Pandora.

c. Sirius XM shall perform reasonable audits of its agents for compliance with the provisions of this Section 4.4.

4.5 Class Counsel warrants and represents that:

a. Class Counsel does not currently have an engagement letter to represent any person (other than the Named Plaintiffs), either individually or on a class wide basis, in a claim against Sirius XM arising under or relating to the Telephone Consumer Protection Act or any similar state statute, as identified in the release to be included in the Settlement Agreement;

b. Class Counsel is not currently soliciting or advertising for new clients to assert any claims against Sirius XM that would otherwise be within the scope of the claims to be released in this Settlement, and has no present intent to solicit or advertise

for such clients, directly or indirectly through other counsel or firms, nor do they have a present intent to represent anyone that would otherwise be within the scope of the claims to be released in this Settlement.

**5. Release.**

5.1 In addition to the effect of any Orders and Final Judgments entered in accordance with this Agreement, the Named Plaintiffs and any Class Member who has not timely excluded himself or herself as provided below (individually, a “Releasing Party,” and collectively, the “Releasing Parties”), whether or not that Class Member objects to the Settlement, shall be bound by this Agreement and shall have recourse only to the benefits, rights and remedies provided hereunder. The Releasing Parties shall release and forever discharge Sirius XM (including, but not limited to, Sirius XM Radio Inc. and Sirius XM Radio LLC), and each of its past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, telemarketing vendors, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns (collectively, the “Released Parties”) from 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 (collectively, the “Released Claims”). The Release in this Section 5 shall be included as part of any Judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

5.2 Each Releasing Party hereby covenants and agrees that he, she or it shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims and further covenants not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties.

5.3 The Parties intend that there will be entries of Final Judgment with Prejudice in the *Campbell* Case respecting all claims that are or could have been brought in the *Campbell* Case consistent with the broadest principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

**6. Claims Procedure for Class Members.**

6.1 Settlement Website. The Settlement Administrator shall establish, administer and maintain a website (the “Settlement Website”) for Class Members who have not opted out of the Settlement (pursuant to the opt out procedure in Section 11 below). Class Members may visit

the Settlement Website for purposes of (i) confirming and/or updating their contact information, including an email address, to be used in connection with notifications, or (ii) submitting a claim for a cash distribution from the Escrow Account utilizing a “Notice ID”. The Settlement Website will also include important dates associated with the Settlement along with documents filed on the docket in the case that both parties agree should appear on the website (including PDF’s of the operative complaint, preliminary approval motion papers, the Settlement Agreement, the preliminary approval order, and the attorneys’ fee motion after it is filed). The Settlement Website shall be available for viewing as soon as practicable, and by no later than ten (10) days after the later of: (i) January 15, 2026, or (ii) the Court’s entry of the Preliminary Approval Order, and the Settlement Administrator shall administer and maintain the website at least until two hundred and seventy (270) days after the Effective Date, as defined in Section 15 below. A Notice ID, as used herein, shall refer to a unique identifying number that will be assigned to each class member or potential class member by the Settlement Administrator; all individuals on the Class Member List who receive direct email or post mail notice pursuant to section 10.2 shall have a Notice ID assigned to them, which shall be prominently displayed on their notice along with a QR code that will take the individual to the claim form with that person’s Notice ID pre-filled. The Settlement Administrator will also establish a toll-free phone number that the public can call (the number to appear on the Settlement Website) to receive their Notice ID after providing their name, phone number and any additional reasonable information the Settlement Administrator may require to identify the caller, if the caller’s information does not appear on the Class Member List, then the Settlement Administrator shall issue that person a new Notice ID for them to make a claim. The Settlement Administrator shall maintain a separate list with the Notice ID, name, and phone number of all people who are issued a new Notice ID

over the phone, which list shall not be combined with the Class Member List, and shall be provided to Sirius XM and Class Counsel at the same time the list is provided to Sirius XM pursuant to section 6.4 below to be used as part of Sirius XM's claims verification process.

6.2 Class Counsel and Sirius XM agree that the name of the Settlement Website will be [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com). Class Counsel shall provide Sirius XM with an adequate opportunity to review and comment on the text viewable at or available via links from the Settlement Website (other than publicly available documents available at or via such links) prior to the availability for viewing of such Settlement Website or the posting of any such text on the Settlement Website once the Settlement Website is available for viewing.

6.3 Claims Deadline. Class Members must submit a claim no later than forty (40) days prior to the Final Approval Hearing ("Claims Close"). Class Members choosing to mail their claim form must do so such that it is received by the Claims Close date.

6.4 Claims Verification. No later than ten (10) days following the Claims Close date, the Settlement Administrator shall provide to Sirius XM a list of the persons who submitted a claim and who are not on the Class Member List. The Settlement Administrator shall provide a single list of such persons in a machine-readable format. No later than ten (10) days following receipt of that information, Sirius XM shall advise the Settlement Administrator whether according to records maintained by Sirius XM such persons (1) received more than one call by Sirius XM's telemarketing vendors to their landline, wireless, cell or mobile number between April 27, 2019 and October 31, 2025, after placing his or her name either on the National Do-Not-Call Registry or Sirius XM's internal DNC list, and (2) were paying subscribers to Sirius XM's radio service at the time of the second call received by them.

6.5 Additional Verification. To the extent that Sirius XM determines that persons who are on the list to be provided to Sirius XM pursuant to Section 6.4 above do not meet the criteria in Section 6.4 above, the Settlement Administrator shall require proof acceptable to the Settlement Administrator that such individuals satisfy the conditions for being Class Members and that they have not opted out of the Settlement. The Settlement Administrator may disallow any claim by any person that cannot be supported in a manner acceptable to the Settlement Administrator, using a review process approved by the Parties. The Settlement Administrator's decision shall be final. The Settlement Administrator shall complete its review process no later than ten (10) days following receipt of the list to be provided by Sirius XM described in Section 6.4 above and shall thereafter notify any such person of the Settlement Administrator's decision.

7. **Escrow Account; Settlement Administrator; Tax Status.**

7.1 Escrow Account and Escrow Agent. Class Counsel shall provide for the formation of an interest-bearing account at a financial institution to be identified by Class Counsel and approved by Sirius XM to hold and administer the Settlement Fund (the "Escrow Account"). Class Counsel shall identify an agent who has been approved by Sirius XM and who shall be responsible for managing the Escrow Account (said agent, the "Escrow Agent"), subject to approval by the Court.

7.2 Settlement Administrator. The Settlement Administrator shall be responsible for administering the Settlement. The Settlement Administrator shall be paid for its services from the Settlement Fund.

7.3 Settlement Fund Tax Status.

a. The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition,

the Settlement Administrator shall timely make such elections as are necessary or advisable to carry out the provisions of this Section 7.3, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) to relate back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

b. For purposes of Treas. Reg. § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Section 7.3(a) above) shall be consistent with this Section 7.3 and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

c. All (a) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes, or tax detriments that may be imposed on the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Section 7.3(c) (including, without limitation, expenses of tax

attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this section) (“Tax Expenses”) shall be paid out of the Settlement Fund; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior Order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)); the Released Parties are not responsible therefor nor shall they have any liability with respect thereto.

d. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 7.

- (i) Sirius XM shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Escrow Account or any of the funds in the Escrow Account.
- (ii) Notwithstanding any judgment, principle, or statute, there shall be no interest accrued, owing, or paid by the Released Parties on the



Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

**8. Reasonable Best Efforts to Effectuate This Settlement; Notice to Officials.**

8.1 Counsel for the Parties agree to recommend approval of this Agreement by the Court and to undertake commercially reasonable efforts, including undertaking all steps and efforts contemplated by this Agreement and any other steps and efforts that may be necessary or appropriate, by Order of the Court or otherwise, to carry out the terms of this Agreement.

8.2 Sirius XM shall take all steps necessary to provide the CAFA Notice, and no Party shall request that an Order giving final approval of the Settlement be issued prior to the expiration of the time set forth in 28 U.S.C. § 1715(d).

**9. Motion for Preliminary Approval of the Settlement.**

9.1 On October 3, 2025 (unless otherwise agreed to by the Parties), Class Counsel shall file with the Court a motion seeking preliminary approval of the Settlement reflected in this Agreement. The proposed Preliminary Approval Order shall be substantially in the form attached hereto as Exhibit D. Sirius XM agrees to support the entry of a Preliminary Approval Order provided it is substantially in the form attached hereto as Exhibit D, but said agreement shall not be an admission by Sirius XM that class certification and/or relief would have been appropriate in the *Campbell* Case or would be appropriate in any other action.

9.2 Such Preliminary Approval Order shall, *inter alia*:

a. Preliminarily approve the settlement as fair, reasonable and adequate within the meaning of Fed. R. Civ. P. 23;

b. Approve the proposed individual and publication notices substantially in the form attached hereto as Exhibits E and F, respectively;

c. Approve the timing of the plan for the provision of individual and publication notices, including the means of publication notice;

d. Set deadlines consistent with this Agreement for the emailing or post mailing of individual notices, for the provision of publication notice, for the filing of objections, statements or other submissions by any person concerning the Settlement, for the submission for requests for exclusion from the Settlement Class, and for the filing of papers in connection with the hearing to consider final approval of the Settlement;

e. Approve the Settlement Administrator; and

f. Set a date for a hearing on the final approval of the Settlement and on Class Counsel's application for an award of attorneys' fees, costs and other expenses.

9.3 By no later than September 26, 2025 (five (5) business days prior to submission of such motion), Plaintiffs' Counsel will provide Sirius XM with a copy of the motion for preliminary approval for review and comment. The text of all forms of individual and publication notice shall be agreed upon by the Named Plaintiffs and Sirius XM.

9.4 The Parties agree to use email notice as the primary method of notice to the extent practicable.

9.5 In the event that the Court preliminarily approves the Settlement, the Named Plaintiffs shall direct the Settlement Administrator to provide notice of the Settlement to the Settlement Class pursuant to the terms of this Agreement, but no sooner than the date set forth in Section 10 below. All costs associated with the giving of notice of the Settlement to the Settlement Class, and any other costs associated with administration of the Settlement notice, shall be disbursed to the Settlement Administrator by the Escrow Agent from the Escrow

Account, all to occur at the direction of Class Counsel consistent with Class Counsel's agreement with Sirius XM.

**10. Notice to Class Members.**

10.1 The Parties shall work together, as described below, to prepare a list of Class Members to receive class notice (the "Class Member List"), including to the extent available each Class Member's name, telephone number, email, and mailing address. More specifically, Sirius XM will supplement its production of "outbound telemarketing call logs" with data from November 22, 2022 to October 31, 2025. *See* Consent Order, Dkt. 24. Plaintiffs will utilize Sirius XM's outbound telemarketing call logs from the entire Class Period to provide Sirius XM with a Class Member List of telephone numbers that meet the Settlement Class criteria. Sirius XM will then respond to reasonable Confirmatory Discovery Interrogatories requiring Sirius XM to identify, to the extent available, the names, email addresses and mailing addresses that correspond with each telephone number on the Class Member List. This work will be performed on a rolling basis to be substantially completed by no later than November 19, 2025, and fully completed by December 15, 2025. Plaintiffs will provide the Class Member List to the Settlement Administrator by no later than December 1, 2025, to be supplemented on or before December 16, 2025, to the extent necessary. The Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals who are included in the Class Member List.

10.2 Within fifteen (15) days following receipt of the Class Member List, the Settlement Administrator shall commence the mailing of the agreed-upon individual notice to

Class Members, either by email (to the extent that Class Member email addresses are available) or post mail (to the extent that Class Member email notices are not available or an undeliverable).

10.3 If any notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt to send two other emails and then attempt postcard mail service, to the extent a current mailing address is available. Neither the Parties nor the Settlement Administrator shall have any other obligation to attempt any further mailings to Class Members to whom email notice was successfully sent.

10.4 If any notice that has been post mailed is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been post mailed.

10.5 Within thirty (30) days following receipt of the Class Member List, the Settlement Administrator shall cause to be published the agreed-upon publication notice.

10.6 The Settlement Administrator shall have discretion to format the individual and publication notices in a reasonable manner to minimize mailing or administrative costs so long as they contain the content in Exhibits E and F hereto. Before any notice is commenced, Class Counsel and Sirius XM's counsel shall first be provided with a proof copy of such notices (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with this Agreement and with the Court's Orders.

10.7 After entry of the Preliminary Approval Order and prior to the date of the mailing (by email or post mail) of the individual notices, the Settlement Administrator shall cause the

operative Complaint, the notices and this Agreement to be made available on the Settlement Website.

10.8 The Parties may, at their sole discretion, direct the Settlement Administrator to distribute one or more additional rounds of individual notice by email to Class Members who have not yet elected to receive a cash distribution from the Settlement.

10.9 No later than fifteen (15) days prior to the Final Approval Hearing, on the schedule set forth in Section 14.3 below, the Settlement Administrator will cause proof of the establishment and maintenance of the Settlement Website and the telephone assistance program described in Section 12 below to be filed with the Court.

10.10 Within thirty (30) days after commencement of notice to Class Members, the Settlement Administrator shall file with the Court proof of the emailing or post mailing of the individual notices.

10.11 The Settlement Administrator shall terminate the Settlement Website two hundred and seventy (270) days after either (1) the Effective Date, or (2) the date on which the Settlement is terminated or otherwise not approved by the Court. The Settlement Administrator shall then transfer ownership of the URL of the Settlement Website to Sirius XM.

**11. Right and Effect of Members of the Class to Opt-Out.**

11.1 Each member of the Settlement Class shall have the right to opt-out and not participate in the Settlement, as provided for in the Preliminary Approval Order.

11.2 The class notices shall inform each Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Agreement, if, within such time as is Ordered by the Court (“Opt-Out Period”), the Class Member personally completes and mails a request for exclusion (“Opt-Out”) form that is then received by the Settlement

Administrator at the addresses set forth in the class notice and that (i) states his or her full name and address; (ii) contains the Class Member's 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 (iii) states in plain English and unequivocally the Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and to waive all rights to the benefits of the Settlement. An Opt-Out that complies with these conditions is a "Successful Opt-Out." The Settlement Administrator shall promptly inform Sirius XM's counsel and Class Counsel in writing of any Successful Opt-Outs.

11.3 Members of the Settlement Class who opt-out in a timely and valid manner shall receive no compensation or other benefit under this Agreement and shall have no right to object to the proposed Settlement or participate at the hearing at which the Court shall be asked to determine whether to grant final approval to this Agreement and the Settlement, consider any timely objections to this Agreement, and authorize the entry of Final Judgment and an Order dismissing the *Campbell* Case with prejudice (the "Final Approval Hearing").

11.4 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 set forth in the notice, 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.

11.5 The Opt-Out period shall expire no less than thirty (30) days before the date of the Final Approval Hearing. Opt-Outs postmarked after the expiration of the Opt-Out Period shall not be treated as Successful Opt-Outs.

11.6 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.

11.7 No later than twenty-one (21) days prior to the date of the Final Approval Hearing, the Settlement Administrator shall provide to the Parties a comprehensive list of Successful Opt-Outs. The Settlement Administrator's decision regarding whether a purported opt out is a Successful Opt-Out shall be final.

**12. Inquiries from Settlement Class Members.** It shall be the responsibility of the Settlement Administrator to respond to all inquiries from members of the Settlement Class with respect to this Agreement and the Settlement, except to the extent that inquiries are directed to Class Counsel. The Settlement Administrator shall establish a toll-free telephone number as soon as practicable, and by no later than ten (10) days after the later of (i) January 15, 2026, or (ii) the Court's entry of the Preliminary Approval Order, which will be staffed by the Settlement Administrator, to assist in answering questions from Class Members. The toll free number will provide access to live-support, a voice response unit ("VRU"), or a combination of live-support and VRU. It shall also offer a Spanish language alternative number and VRU. Any scripts, FAQs or other materials for such purpose shall be made available to Sirius XM's counsel for

review and comment prior to their use. Class Counsel and Sirius XM shall confer and assist the Settlement Administrator as it reasonably requests.

**13. Objections to the Settlement.**

13.1 Any Class Member who is not a Successful Opt-Out 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 in the individual or publication notices, and mail or hand-deliver the Objections simultaneously to the Court. Objections may be filed by counsel for a Class Member.

13.2 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.

13.3 The Parties shall recommend that all Objections should be mailed or hand-delivered to the Court and mailed or hand-delivered to the Settlement Administrator, Class Counsel, and Sirius XM’s counsel no less than thirty (30) days prior to the Final Approval Hearing. An objector is not required to attend the Final Approval Hearing.



13.4 Any Class Member who does not submit a timely Objection in complete accordance with this Agreement 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.

**14. Motion for Final Approval and Entry of Final Judgment.**

14.1 If the Court preliminarily approves the Settlement, the Named Plaintiffs shall submit a motion for final approval of the Settlement, including a memorandum in support of the motion, and shall seek entry of an Order and Final Judgment, substantially in the form attached hereto as Exhibit G, within at least fourteen (14) days prior to the Final Approval Hearing. No later than five (5) business days prior to submission of such motion Class Counsel will provide Sirius XM with a copy of the motion for final approval for review and comment.

14.2 Such Order and Final Judgment shall, *inter alia*:

- a. Certify the Settlement Class, find that the Named Plaintiffs are appropriate Class Representatives, and appoint Class Counsel as counsel for the Settlement Class;
- b. Find the Settlement fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure and grant final approval of the Settlement;
- c. Direct consummation of the Settlement pursuant to its terms;
- d. Authorize entry of the Order and Final Judgment substantially in the form attached hereto as Exhibit G;
- e. Direct that the action be dismissed with prejudice and, except as provided for herein, without costs; and

f. Reserve in the Court exclusive jurisdiction over the Settlement and this Agreement, including the administration and consummation of the Settlement.

14.3 The Parties shall recommend that the Final Approval Hearing be scheduled for a date at least one hundred twenty (120) days after the CAFA Notice is served.

14.4 The Parties shall file their responses to Objections, if any, to the Settlement no later than fourteen (14) days prior to the Final Approval Hearing.

14.5 Any Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must, within the time set by the Court, mail or hand-deliver to the Court a notice of appearance, provide copies of any exhibits or other documents that the Class Member intends to present or use as evidence at the hearing, provide a list of all witnesses that the Class Member intends to call to give evidence at the hearing, take all other actions or make any additional submissions as may be Ordered by the Court, and mail or hand-deliver any notice and any such exhibits, lists or other documents to Class Counsel and Sirius XM's counsel as provided in the individual or publication notices such that receipt of same by Class Counsel and Sirius XM's counsel has occurred no later than twenty-one (21) days prior to the Final Approval Hearing. Any Class Member who wishes to appear at the Final Approval Hearing must provide dates at least fourteen (14) days] in advance of the Final Approval Hearing when the Class Member will be available for a deposition. Failure by an objector to make himself or herself available for a deposition may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or made for an improper purpose. Unless so permitted by the Federal Rules of Civil Procedure or the Court's local rules, no Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in an Objection,

but failed to do. Any Class Member who fails to comply with this Agreement, the individual or publication notices, and any other Order by the Court shall be barred from appearing at the Final Approval Hearing.

**15. Finality of Settlement.** The Settlement shall become final upon the occurrence of all of the following:

a. The Settlement is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

b. An Order and Final Judgment of Dismissal with prejudice is entered in the *Campbell* Case; and

c. The time for appeal from the entry of the Order and Final Judgment has expired or, if appealed or the subject of a further petition, either such appeal or petition shall have been dismissed prior to resolution by, or the Order and Final Judgment shall have been affirmed in its entirety by, the Court of last resort to which such appeal has been taken or petition submitted and such affirmance has become no longer subject to further appeal or review; provided that a modification or reversal on appeal or review of any amount of the fees, costs and other expenses of Class Counsel awarded by the Court shall not prevent the Settlement from becoming final if all other aspects of the Final Judgment have been affirmed; and provided further that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining when the Judgment becomes final.

d. The date on which the Settlement shall become final as provided in this Section 15 is the “Effective Date.”

**16. Plaintiffs' Attorneys' Fees and Expenses.**

16.1 With their motion for final approval of the Settlement, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs and other expenses for their representation of the Named Plaintiffs and the Settlement Class, to be paid out of the Settlement Fund and after deduction of any class administration and notice costs and expenses. The award shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts and other agents) who performed work in connection with the *Campbell* Case. Regardless of the number of attorneys sharing in the Court's award of attorneys' fees, costs and other expenses, Sirius XM shall not be required to increase the amount of the Settlement Fund. Class Counsel shall allocate the attorneys' fees among all law firms representing the Named Plaintiffs and the Settlement Class in accordance with their existing agreements.

16.2 This agreement with respect to attorneys' fees, costs and other expenses was not negotiated until after the terms of the Settlement, including after the amount of the Settlement Fund and the changed business practices, had been negotiated and agreed upon during mediation.

16.3 Plaintiffs will request an award of attorneys' fees for Class Counsel as a percentage of the Settlement Fund, and for reimbursement of their costs and other expenses. Plaintiffs will post the Motion for Attorneys' Fees and Costs on the Settlement Website at least thirty (30) days prior to the opt out and objection deadlines.

**17. Disapproval, Cancellation, Termination or Nullification of Settlement.**

17.1 If the Court denies preliminary approval of this Agreement, or declines to finally approve the Settlement, or if the Court does not enter the Final Judgment in accordance with the terms of this Settlement Agreement, or if the Court enters the Final Judgment and appellate or

other discretionary review is sought, and on such review, such Final Judgment is reversed, vacated or materially modified, or if the Settlement for any other reason does not become final in accordance with the terms of this Agreement, then the Settlement shall be terminated upon the election of the Named Plaintiffs or Sirius XM, each acting through their undersigned counsel; provided that any reversal, vacatur or modification on appeal or other form of review of any amount of Class Counsel's fees, costs and other expenses, or any determination by the Court to award less than the amount of attorneys' fees, costs and other expenses requested by Class Counsel, shall not give rise to any right of termination or otherwise serve as a basis for termination of the Settlement or this Agreement.

17.2 In the event of any condition or event set forth in Section 17.1 above, the Named Plaintiffs or Sirius XM, each acting in its sole discretion to be exercised within ten (10) days after such condition or event, may declare this Agreement null and void. If the Named Plaintiffs or Sirius XM elects to terminate this Agreement under this Section 17.2, that Party or those Parties must provide written notice to the other Party's or Parties' counsel, by hand delivery or mail, within ten (10) days of the condition or event permitting termination.

17.3 Sirius XM may terminate this Agreement no later than seven (7) days prior to the Final Approval Hearing, at its option, if [REDACTED] members of the Settlement Class become Successful Opt-Outs, by providing written notice to Class Counsel by hand delivery or mail by that date.

17.4 Nothing shall prevent the Named Plaintiffs and/or Sirius XM from appealing any denial of Final Approval of the Settlement, and the Parties agree that, in the event of such an appeal, the Parties will propose to the Court that the *Campbell* Case be stayed pending the resolution of any such appeal. The Parties agree they shall continue to support and advocate for

approval of the Settlement on appeal or in post-appeal proceedings, if there is such an appeal, to the same extent as they are bound herein to do so while the *Campbell* Case is before the Court. In the event such an appeal results, by Order of the appellate court or by an Order after remand or a combination thereof, in the entry of an Order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms of this Agreement, and resulting in the dismissing all claims in the *Campbell* Case with prejudice, and otherwise meeting the substantive criteria of this Agreement for approval of the Settlement, such Order shall be treated as a Final Approval Order and Judgment.

17.5 If this Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Agreement and all Orders entered in connection therewith shall be rendered null and void; (ii) this Agreement, and all negotiations, proceedings, and Orders relating hereto, shall be of no force or effect and shall not be used or referred to for any purpose whatsoever, and shall be without prejudice to the rights of the Parties; and (iii) all Parties shall be deemed to have reverted to their respective status in the *Campbell* Case as of the date and time immediately preceding the execution of this Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Agreement and any related Orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any costs and attorneys' fees incurred in connection with the Settlement and this Agreement.

17.6 If the Settlement is terminated pursuant to the terms of this Agreement, or this Agreement does not become final, then Class Counsel shall direct the Settlement Administrator to, and the Settlement Administrator shall, refund immediately to the Escrow Agent for return to the Escrow Account any funds provided to the Settlement Administrator for notice and other

administrative costs and not yet incurred by the Settlement Administrator as of the earlier of (i) the date of the termination of this Agreement, or (ii) notification to the Settlement Administrator by Class Counsel that the Settlement and this Agreement will not become final. The Settlement Administrator and the Escrow Agent shall thereafter return the balance in the Settlement Fund and the Escrow Account (including interest earned in the Escrow Account) to Sirius XM within ten (10) days after any termination of the Settlement.

17.7 In the event that the Settlement is terminated as provided in this Section 17, this Agreement shall be of no force or effect, and any release contained herein shall be of no force or effect.

**18. Duties of the Settlement Administrator Upon Effective Date.**

18.1 The Settlement Administrator shall do the following upon the Effective Date and, if applicable, resolution of any appeal or review directed at only the fees, costs, and other expenses of Class Counsel (or any portion thereof):

a. Disburse the amount of any award of attorneys' fees, costs and other expenses from the Escrow Account. Class Counsel may, at their sole discretion, elect to receive attorneys' fees, costs, and other expenses starting five (5) days after entry of the Final Approval Order provided that they execute and return a Stipulated Undertaking in the form of Exhibit H and provide the Escrow Agent a copy of each of the Class Counsel's completed W-9 form.

b. Within thirty (30) days after the Effective Date and resolution of any appeal or review directed at only the fees, costs, and other expenses of Class Counsel (or any portion thereof), distribute to the members of the Settlement Class who have so elected pursuant to the process set forth in Section 6 above, an equal share of the

remaining Escrow Account (after the payments detailed in Section 18.1(a) above), the “Initial Cash Distribution.” The Settlement Administrator shall make one attempt to deliver any payments returned as undeliverable within thirty (30) days of the initial mailing. Any checks not cashed within ninety (90) days of the initial mailing (or any checks that were undeliverable) shall revert to the Escrow Account, and all such checks shall bear a legend to that effect. Provided that the costs of so doing would not result in the distribution to Class Members of a de minimis amount, the Escrow Agent shall then make a further cash distribution (“Second Cash Distribution”) in equal shares of the then-remaining amount in the Escrow Account to all Class Members who cashed their check from the Initial Cash Distribution. In no event shall any participating member of the Class receive a total cash payment as a result of the Initial Cash Distribution and the Second Cash Distribution in excess of \$1,500. Any checks from the Second Cash Distribution not cashed within ninety (90) days of the mailing of the Second Cash Distribution (or any checks that were undeliverable) shall revert to the Escrow Account, and all checks shall bear a legend to that effect. The Escrow Agent shall provide accountings to the Parties of the Escrow Account on a regular and ongoing basis.

18.2 All checks to electing members of the Settlement Class shall be paid solely from the Settlement Fund and shall be mailed to the latest address available to the Settlement Administrator, as provided by the Parties, as determined by the Settlement Administrator through the Notice process described in Section 10, or as provided by the Class Member on the Settlement Website or otherwise.

18.3 Within two hundred and forty (240) days after the Effective Date and, if applicable, resolution of any appeal or review directed at only the fees, costs, and other expenses



of Class Counsel (or any portion thereof), if money remains in the Settlement Fund after the distribution of all court-approved amounts as well as payments in the Initial Cash Distribution and Second Cash Distributions to all participating Class Members, those funds will be distributed, subject to Court approval, to the National Consumer Law Center, a privacy-oriented nonprofit organization, as a *cy pres* award for a purpose(s) consistent with the objectives of the litigation and interests of Class Members; provided that such grants shall stipulate that the grant amounts may not be used in furtherance of litigation, including as amicus support to any litigation.

18.4 The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of the checks, the settlement administration costs, and any award of attorneys' fees, costs and other expenses shall be performed reasonably and in good faith. So long as they do, the Parties and the Settlement Administrator shall not be liable for erroneous, improper or inaccurate distribution.

**19. Preservation of Rights.** The Parties agree that this Agreement, whether or not it shall become final pursuant to its terms, and any and all negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability, wrongdoing or injury by Sirius XM, or of the truth of any of the claims or allegations contained in the complaint in the *Campbell* Case or any other pleading or document in the *Campbell* Case, and evidence thereof shall not be discoverable, admissible or otherwise used directly or indirectly, in any way by the Named Plaintiffs or Sirius XM, whether in the *Campbell* Case or in any other action. The Parties expressly reserve all of their rights and defenses if the Settlement does not become final.

**20. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, including the members of the Settlement Class who do not timely request to be excluded, and of the Released Parties. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Named Plaintiffs and Class Counsel shall be binding upon all members of the Settlement Class.

**21. Waiver of Unknown Claims and Assumption of Risk.**

21.1 The Named Plaintiffs and each of the Releasing Parties acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of Section 5, but each of those persons expressly agrees that, upon the Effective Date, he or she shall have waived and fully, finally, and forever settled and released any and all Released Claims, whether or not concealed or hidden, and without regard to any subsequent discovery or any existence of any other or different facts. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or in breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, non-contingent, concealed, hidden, and unaccrued losses or claims is contractual, and not a mere recital.

21.2 Each of the Releasing Parties hereby expressly agrees that, upon the Effective Date, each of them shall waive and release any and all provisions, rights, and benefits conferred either (i) by Section 1542 of the California Civil Code or (ii) by any law of any state or territory

of the United States, or principle of common law which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released pursuant to Section

5. Section 1542 of the California Civil Code reads:

Section 1542. General Release. A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor.

21.3 Each of the Releasing Parties understands and acknowledges, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver of California Civil Code Section 1542 and any other applicable law relating to the limitations on releases.

21.4 On the Effective Date, all members of the Settlement Class who are not Successful Opt-Outs shall be deemed to have, with respect to the subject matter of the *Campbell* Case, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or substance, that a general release does not extend to claims which the person does not know or suspect to exist in the person's favor at the time of executing the release, which if known by the person would have materially affected its settlement with any other party.

21.5 In entering into this Agreement, each of the Parties assumes the risk of any unknown or mistake of fact or law. If any Party should later discover any new fact that might have been material to its decision to enter into this Agreement, or if any Party discovers that any fact upon which the Party relied in entering this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Agreement, in whole or in part, by reason thereof.

**22. Confidentiality and Public Statements.**

22.1 The Named Plaintiffs and Class Counsel shall not make any statement to the press or to any third party regarding the *Campbell* Case or this Settlement Agreement.

Notwithstanding the foregoing, the Named Plaintiffs and Class Counsel may communicate with the Settlement Administrator, the Court, and actual and prospective Class Members, including by placing factual notices on their websites informing visitors to their websites of the case status, with links to the Settlement Website. Class Counsel reserve the right to note the fact and amount of this Settlement on their respective websites and in filings with courts in support of their appointment as class counsel in other matters. If a Party is required by a valid, enforceable subpoena or similar government information request to disclose the Settlement or information about the Settlement, such Party shall provide reasonable prior written notice (to the extent permitted by applicable law) to the other Parties to allow the other Parties to seek to prevent such disclosure. Sirius XM may also provide necessary and accurate information about the Settlement to its officers, directors, stockholders and other persons or entities as required by securities laws or other applicable laws or regulations. The Parties agree that all information obtained from or provided by one Party to any other Party in connection with this Agreement and its negotiation shall be kept confidential and that such information shall be used only for the purposes allowed by the Protective Order in the *Campbell* Case and for no other purpose.

22.2 The Parties agree that nothing in this Agreement shall be construed to prohibit communications between Sirius XM or any other Released Parties, on the one hand, and Class Members, on the other hand, in the regular course of Sirius XM's business.

**23. Integrated Agreement.** This Agreement (including all exhibits hereto and other documents explicitly referenced herein, which form an integral part hereof) contains the entire,

complete, and integrated statement of each and every term and provision of the Settlement. There are no promises, representations, warranties, covenants or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the Settlement of the *Campbell* Case. This Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

**24. Exhibits.** The exhibits to this Agreement are an integral and material part of this Agreement and are hereby incorporated and made a part of this Agreement.

**25. Headings.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

**26. No Party is the Drafter.** Counsel to all Parties have materially participated in the drafting of this Agreement. None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

**27. Choice of Law.** All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflict of laws principles that would require the application of the laws of another jurisdiction.

**28. Consent to Jurisdiction.**

28.1 Sirius XM, the Named Plaintiffs and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement, including,

without limitation any suit, action, proceeding or dispute relating to the release provisions herein, except that this Section shall not prohibit (i) the assertion in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim, or (ii) in the event that such a defense is asserted in that forum, the determination of its merits in that forum.

28.2 To the extent any dispute arises between the Parties regarding implementation of this Agreement, the Parties agree in the first instance to mediate the dispute telephonically before Judge Denlow before bringing the dispute (if unresolved after mediation) to the Court. The Court shall retain jurisdiction, after entry of the Final Approval Order and the Order and Final Judgment of Dismissal in the *Campbell* Case, with respect to enforcement of the terms of the Settlement and this Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Agreement and the Settlement and any dispute with respect thereto.

**29. Enforcement of Settlement.** Notwithstanding any other provision of this Agreement, this Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense.

**30. Waiver of Compliance.** Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**31. No Collateral Attack.** This Agreement shall not be subject to collateral attack by any Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim should have been heard or decided by another court or in another suit, that a Class Member's claim was improperly denied, that the payment to a Class Member was improperly calculated, and/or that a Class Member failed to receive timely notice of the Settlement.

**32. Independent Judgment and Advice of Counsel.** Each Party warrants that he or she is acting upon his or her independent judgment and upon the advice of his or her counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement. The Parties acknowledge, agree, and specifically warrant to each other that they have read this Agreement, have received legal advice with respect to the advisability of entering into this Agreement and the Settlement, and fully understand its legal effect.

**33. Authorization To Act On Behalf Of Plaintiffs And Class.** The undersigned Named Plaintiffs' counsel represent that they have been and are fully authorized to conduct Settlement negotiations with Sirius XM's counsel on behalf of the Named Plaintiffs and the Class and to enter into, and execute, this Agreement on behalf of the Named Plaintiffs and the Class, subject to Court approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

**34. Limitations on Use.** This Agreement shall not be used, offered or received into evidence in the *Campbell* Case, or any other action, for any purpose other than to enforce, to protect, to construe or to finalize the terms of this Agreement and/or to obtain the preliminary and final approval by the Court of the terms of this Agreement, without a court Order.

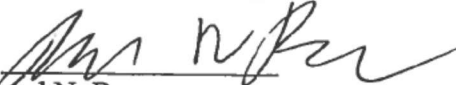
**35. Execution of Documents.** The Parties shall execute all documents and perform all acts reasonably necessary and proper to effectuate the terms of this Agreement. The execution of documents must take place prior to the date scheduled for the hearing on preliminary approval of this Agreement.

**36. Execution in Counterparts.** This Agreement may be executed in counterparts. E-mailed signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement and filed with the Court.


IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Agreement of the date first herein above written.



**SIRIUS XM RADIO LLC**

By:   
Richard N. Baer  
Executive Vice President,  
General Counsel and Secretary  
1221 Avenue of the Americas  
New York, NY 10020

**JONES DAY**

By:   
Lee A. Armstrong  
Mark R. Seiden  
250 Vesey Street  
New York, New York 10281  
Tel: (212) 326-3939  
Fax: (212) 755-7306  
Email: laarmstrong@jonesday.com

*Counsel to Sirius XM Radio LLC*

**JULIE CAMPBELL**

By: \_\_\_\_\_  
Julie Campbell

**DIANA BICKFORD**

By: \_\_\_\_\_  
Diana Bickford

**KERRIE MULHOLLAND**

By: \_\_\_\_\_  
Kerrie Mulholland

**LIEFF CABRASER HEIMANN & BERNSTEIN**

By: \_\_\_\_\_  
Daniel Hutchinson  
275 Battery Street, 29th Floor  
San Francisco, California 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008  
Email: dhutchinson@lchb.com

**ELLZEY & ASSOCIATES, PLLC**

By: \_\_\_\_\_  
Jarrett Ellzey  
1105 Milford St,  
Houston, TX 77006  
Telephone: (888) 350-3931  
Email: Jarrett@ellzeylaw.com

**SIRI & GLIMSTAD LLP**

By: \_\_\_\_\_  
Mason Barney  
200 Park Avenue, 17th Floor  
New York, NY 10016  
Telephone: (212) 532-1091  
Email: mbarney@sirillp.com

**SIRIUS XM RADIO LLC**

By: \_\_\_\_\_  
Richard N. Baer  
Executive Vice President,  
General Counsel and Secretary  
1221 Avenue of the Americas  
New York, NY 10020

**JONES DAY**

By: \_\_\_\_\_  
Lee A. Armstrong  
Mark R. Seiden  
250 Vesey Street  
New York, New York 10281  
Tel: (212) 326-3939  
Fax: (212) 755-7306  
Email: laarmstrong@jonesday.com

*Counsel to Sirius XM Radio LLC*

**JULIE CAMPBELL**

By: \_\_\_\_\_  
Julie Campbell

**DIANA BICKFORD**

By: \_\_\_\_\_  
Diana Bickford

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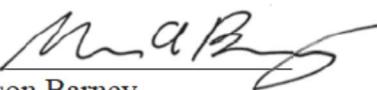
**LIEFF CABRASER HEIMANN & BERNSTEIN**

By:   
Daniel Hutchinson  
275 Battery Street, 29th Floor  
San Francisco, California 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008  
Email: dhutchinson@lchb.com

**ELLZEY & ASSOCIATES, PLLC**

By: \_\_\_\_\_  
Jarrett Ellzey  
1105 Milford St,  
Houston, TX 77006  
Telephone: (888) 350-3931  
Email: Jarrett@ellzeylaw.com

**SIRI & GLIMSTAD LLP**

By:   
Mason Barney  
200 Park Avenue, 17th Floor  
New York, NY 10016  
Telephone: (212) 532-1091  
Email: mbarney@sirillp.com

**SIRIUS XM RADIO LLC**

By: \_\_\_\_\_  
Richard N. Baer  
Executive Vice President,  
General Counsel and Secretary  
1221 Avenue of the Americas  
New York, NY 10020

**JONES DAY**

By: \_\_\_\_\_  
Lee A. Armstrong  
250 Vesey Street  
New York, New York 10281  
Tel: (212) 326-3939  
Fax: (212) 755-7306  
Email: laarmstrong@jonesday.com

*Counsel to Sirius XM Radio LLC*

**JULIE CAMPBELL**

By: \_\_\_\_\_  
Julie Campbell

**DIANA BICKFORD**

By: *Diana Bickford*  
Diana Bickford 9/25/25

**KERRIE MULHOLLAND**

By: *Kerrie Mulholland*  
Kerrie Mulholland

**LIEFF CABRASER HEIMANN & BERNSTEIN**

By: *Daniel Hutchinson*  
Daniel Hutchinson  
275 Battery Street, 29th Floor  
San Francisco, California 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008  
Email: dhutchinson@lchb.com

**ELLZEY & ASSOCIATES, PLLC**

By: *Jarrett Ellzey*  
Jarrett Ellzey  
1105 Milford St,  
Houston, TX 77006  
Telephone: (888) 350-3931  
Email: Jarrett@ellzeylaw.com

**SIRI & GLIMSTAD LLP**

By: \_\_\_\_\_  
Mason Barney  
200 Park Avenue, 17th Floor  
New York, NY 10016  
Telephone: (212) 532-1091  
Email: mbarney@sirillp.com

FELDMAN WASSER DRAPER & COX

By: 

Carl R. Draper

1307 South 7<sup>th</sup> Street

Springfield, IL 62703

Telephone: (217) 544-3403

Email: cdraper@feldman-wasser.com

*Counsel to Plaintiffs and the Proposed Class*