

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WILLIAM QUINN, individually, and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	Case No.: 1:23-cv-00447
)	
v.)	Hon. Gabriel A. Fuentes
)	
JK BUICK GMC, INC. d/b/a BILL KAY)	
AUTO GROUP,)	
)	
Defendant.)	
)	
)	
)	

**ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING SETTLEMENT CLASS, DIRECTING CLASS NOTICE,
AND SCHEDULING A FINAL APPROVAL HEARING**

This matter is before the magistrate judge on consent. (D.E. 41.) Upon review and consideration of the Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”; D.E. 48) filed by Plaintiff William Quinn, the Settlement Agreement entered between Plaintiff and Defendant JK Buick GMC, Inc. (“Defendant”) (collectively referred to as the “Parties”) that is attached as Exhibit 1 to the Motion for Preliminary Approval (the “Agreement”), and all corresponding exhibits, the Court hereby orders as follows:

1. Plaintiff’s Motion is granted (D.E. 48), with the Court preliminarily approving the Settlement Agreement as being fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing. This Order further memorializes the Court’s rationale for the grant of the Motion. The Settlement Agreement is the result of arm’s-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular. The Parties entered into the Agreement after a mediation session with this Court. To avoid the expense, uncertainties, and burden of protracted

litigation, and to resolve the claims set forth in the Agreement, the Parties agreed to the terms of the Agreement. The Court has reviewed the Agreement, and the proceedings to date in this matter. The terms and conditions in the Agreement are incorporated herein as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the same definitions that are in the Agreement.

2. The Court has jurisdiction over the subject matter of this lawsuit and the Parties, including the members of the Settlement Class, as defined below.

3. As set out in the Minute Order (D.E. 48), the Court concurs with the Motion that the settlement class is certifiable under Rule 23 of the Federal Rules of Civil Procedure, for settlement purposes only. Plaintiff proposes and the Court finds, for settlement purposes only, that:

a. The Settlement Class is so numerous that joinder of all members is impracticable, as the number of settlement class members is 54. Numerosity is therefore satisfied.

b. Plaintiff alleges questions of law or fact common to the members of the Settlement Class, namely, (1) whether the marketing text messages sent to Plaintiff and the Settlement Class after they requested to no longer receive such messages violate the TCPA and, (2) whether Plaintiff and the Settlement Class are entitled to damages under the TCPA.

c. Plaintiff alleges the claims of the representative Plaintiff are typical of the claims of the Settlement Class. Here, the claims arise from the same alleged conduct – continuing to receive marketing text messages from Defendant after requesting to no longer receive such messages.

d. Predominance is satisfied as Plaintiff alleges the Settlement Class was subjected to the same injuries under the TCPA, which arise from receiving text messages from Defendant after requesting to no longer receive such messages.

e. The Court also finds that a class action settlement is the superior means of adjudicating this dispute.

f. The representative Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Class as his interests are aligned with the interests of the Settlement Class. The representative Plaintiff's counsel are capable of fairly and adequately protecting the interests of the members of the Settlement Class. The representative Plaintiff, William Quinn, is designated as the representative of the Settlement Class for the purpose of seeking approval of and administering the Agreement. The Court also finds that the Representative Plaintiff's counsel have extensive experience with class action litigation and TCPA litigation are therefore qualified to serve as Settlement Class Counsel in this case. Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC and James X. Bormes of The Law Office of James X. Bormes are designated as Counsel for the Settlement Class for the sole purpose of the Settlement.

4. The case is hereby certified, for purposes of settlement only, as a class action pursuant to Rule 23 for the following Settlement Class:

Those persons who opted out of receiving text messages from or on behalf of GMC Buick, Inc. and, thereafter, received on or more text messages from or on behalf of JK Buick, GMC, Inc. The Settlement Class is limited to the fifty-four people identified in the data provided by Defendant to Plaintiff on November 10, 2023.

5. The Court further approves the Parties' proposed Notices (Exhibits 1-3 to the Settlement Agreement), and the manner in which the Notices will be given as provided in the Settlement Agreement.

6. The Court approves and authorizes the retention of Atticus Administration LLC as the Administrator to implement the terms of the Agreement as set forth therein.

7. A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at 8:30 a.m. on August 5, 2024, Courtroom 2266, Everett M. Dirksen U.S. Courthouse, in the United States District Court for the Northern District of Illinois before the Honorable Gabriel A. Fuentes, to determine, among other things: (i) whether final judgment should be entered resolving and approving the proposed Settlement set out in the Agreement as fair, reasonable, and adequate; (ii) whether the members of the Settlement Class should be bound by the terms of the Agreement; and (iii) whether the application of Settlement Class Counsel for an award of attorneys’ fees and expenses, and for a proposed service award to the Representative Plaintiff, should be approved and in what amounts.

8. Settlement Class Counsel and the Defendant’s Counsel shall promptly furnish to each other any objections or requests for exclusion that they receive. Within seven (7) days prior to the Final Approval Hearing, the Parties will submit to the Court any necessary documents for the Court’s consideration of Final Approval of the Settlement Agreement, including any motions for final approval, attorney’s fees and Plaintiff’s incentive award, responses to any objections and/or comments, and any objections that do not already appear on the Court’s docket.

9. All proceedings in this action are stayed, except as necessary to effectuate the terms of the Agreement. The Settlement Class Representative, all members of the Settlement Class, and anyone who acts or purports to act on their behalf, shall not threaten, institute, commence or prosecute any action that seeks to assert claims against Defendant related to the subject matter of this lawsuit.

10. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the proposed Settlement is not finally approved by the

Court, or Final Judgment is not entered or does not become Final, or the Effective Date does not occur; or (b) the Settlement Agreement is terminated, pursuant to the terms of the Agreement, for any reason. In such event, the Agreement shall have no further force or effect, and all proceedings that have occurred, with regard to the Agreement, shall be without prejudice to the rights and contentions of the Parties and any members of the Settlement Class and the Court's orders, including this Order, shall not be used or referred to for any purpose whatsoever; and, (c) the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

11. The Court authorizes and directs the Parties to take all other necessary and appropriate steps to implement the terms of the Agreement.

So Ordered:



Hon. Gabriel A. Fuentes
United States District Court Magistrate Judge

Date: April 11, 2024