

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Plaintiff William Quinn (“Plaintiff” or “Quinn”), on behalf of himself and a putative class of persons (identified and defined below as the “Settlement Class”), and Defendant JK Buick GMC, Inc. (“Defendant”), subject to court approval. Plaintiff and Defendant are collectively referred to as the “Parties.”

WHEREAS Plaintiff filed a putative class action against Defendant in the Northern District of Illinois, Case No. 1:23-cv-00447, under the Telephone Consumer Protection Act (“TCPA”). Plaintiff alleged Defendant violated the TCPA by sending text messages to Plaintiff and the members of the Settlement Class after said persons requested such text messages stop and after Defendant confirmed it would no longer send such text messages. The action is referred to as “the Lawsuit”;

WHEREAS the Parties commenced written discovery and engaged in the exchange of information obtained from a third-party for purposes of settlement subject to the Agreed Confidentiality Order entered on March 31, 2023;

WHEREAS the Parties conducted a mediation before Magistrate Judge Gabriel Fuentes, and, were able to reach the essential terms of a settlement after extensive arm’s length negotiations before and during the mediation;

WHEREAS, Defendant denies and continues to deny the claims asserted by Plaintiff, denies Plaintiff and/or the Settlement Class are entitled to damages and maintains that they have meritorious defenses to class certification and the claims alleged in the Lawsuit;

WHEREAS, while denying all liability and without admitting or conceding fault or liability or the validity of Plaintiff’s claims, class treatment, or that Plaintiff or any individual in the Settlement Class is entitled to any relief as a result of Defendant’s conduct, Defendant has agreed to settle the claims that are the subject of the Lawsuit as set forth in this Agreement;

WHEREAS, the Settlement Class includes fifty-four (54) persons to whom post-stop text messages were sent;

WHEREFORE, the Parties stipulate and agree that the claims of Plaintiff and the Settlement Class should be and are hereby compromised and settled, subject to approval by the District Court, upon the following terms and conditions:

1. Recitals. The above-described recitals are incorporated into this Agreement.
2. For Settlement Only. This Agreement is entered into for purposes of resolving the disputes between Defendant on one hand, and Plaintiff and the Settlement Class on the other, concerning certain claims asserted in the Lawsuit. The Parties desire and intend to seek the District Court's approval of the settlement and a final judgment approving the settlement between the Parties concerning the claims of Plaintiff and the Settlement Class Members as set forth in this Agreement. The Parties agree to undertake all steps necessary to effectuate the purpose of the Agreement, to secure the District Court's approval of the Agreement, and to oppose any interventions and objections to the Agreement. If the District Court does not finally approve the Agreement, the Parties expressly agree that this Agreement is a nullity as described in Paragraph 16.
3. Certification of the Settlement Class. For settlement purposes only, the Parties hereby stipulate to seek certification for settlement purposes only of the following settlement class, defined as follows: Those persons who opted out of receiving text messages from or on behalf of JK Buick GMC, Inc. and, thereafter, received one or more text messages from or on behalf of JK Buick GMC, Inc. The settlement class specifically includes, but is limited to, those fifty-four (54) persons identified in the data provided by Defendant to Plaintiff on November 10, 2023. This class is referred to as the "Settlement Class."

“Settlement Class Member” means any person included in the Settlement Class who does not timely and properly opt out of this settlement. Defendant does not oppose and hereby agrees to certification of the Settlement Class for settlement purposes only, but that will not be deemed a concession that certification of any litigation class in the Lawsuit is, or was, appropriate, nor would Defendant be precluded from challenging class certification in further proceedings in the Lawsuit or in any other action if the Settlement is not finalized or finally approved. If the Settlement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class resulting from this Agreement will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings involving Defendant.

4. Representation of the Settlement Class. Plaintiff will request to be appointed as the “Class Representative” of the Settlement Class. Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC and James X. Bormes of The Law Office of James X. Bormes will request to be appointed as “Class Counsel” of the Settlement Class. Defendant will not oppose these requests.

5. Notice Information: To the extent Defendant can reasonably determine from its records, Defendant will provide the Settlement Administrator (defined in Paragraph 10) and Class Counsel with the last known phone number, name, address and e-mail of each Settlement Class Member. This information is referred to as the “Notice Information.” Defendant will provide a declaration attesting that the Notice Information provided to Class Counsel is the information Defendant has in its possession. Defendant will provide the Notice Information to the Settlement Administrator and Class Counsel within seven days of the Parties signing the Agreement.

6. Preliminary Approval. Plaintiff will file a motion with the District Court for preliminary approval of the Settlement on or before January 31, 2024. The motion for preliminary

approval will seek an order that: (a) preliminarily approves the settlement of the Lawsuit; (b) certifies the Settlement Class as defined in Paragraph 3 above; (c) approves and appoints Plaintiff as representative of the Settlement Class; (d) approves and appoints attorneys Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC and James X. Bormes of the Law Office of James X. Bormes as Class Counsel of the Settlement Class; (e) approves the forms prepared by the Parties for giving notice of the settlement to the members of the Settlement Class, copies of which are attached to this Agreement; (f) approves the methods agreed to by the Parties for giving notice of the settlement to the Settlement Class; and, (g) sets deadlines for: (1) providing notice to the members of the Settlement Class; and, (2) members of the Settlement Class to submit requests for exclusion/opt-out and objections to the proposed settlement. The Parties will then seek final approval of the settlement and entry of a “Final Approval Order and Judgment” (as defined in Paragraph 12).

7. The Relief. Defendant will pay \$130,000.00 as the total settlement amount, which shall be used to pay the members of the Settlement Class, the cost of settlement administration, a class representative service award, and Class Counsel’s attorneys’ fees and litigation expenses (the “Settlement Fund”). Under no circumstances will Defendant be required to pay more than \$130,000.00 under this Agreement. No amounts will revert to Defendant.

The Settlement Administrator will establish a Qualified Settlement Fund (QSF) as described in U.S. Treasury Regulations section 468B-1, 29 C.F.R. § 468B-1 and provide written notice to Defendant’s counsel of the information needed to deposit funds into the QSF account. Within seven (7) business days from the date the Settlement Administrator provides notice to Defendant’s counsel of the information needed to deposit funds into the QSF account, and 14 days after the Court granting preliminary approval of the settlement, whichever comes later, Defendant

shall deposit ten thousand dollars (\$10,000.00) into the QSF account. Within seven (7) business days from the date the Settlement Administrator provides notice to Defendant's counsel of the information needed to deposit funds into the QSF account, and 14 days after the Court granting final approval of the settlement, whichever comes later, Defendant shall deposit the remainder of the Settlement Funds, one hundred twenty thousand dollars (\$120,000.00) into the QSF account, however the amount shall be reduced by \$1,300 for every Settlement Class Member who opts out of the settlement and/or who is not otherwise deemed released.

Each member of the Settlement Class will receive a *pro rata* share of the Settlement Fund after accounting for the cost of settlement administration, the representative service award, and attorneys' fees and expenses. Payments shall be made by check from the Settlement Administrator to each Settlement Class Member. Members of the Settlement Class need not submit a claim to receive payment.

The amount of all checks uncashed within 120 days of distribution by the settlement administrator shall be distributed by the Settlement Administrator in accordance with the escheatment requirements of the state in which the Settlement Class Member is located. In the event that there is a Settlement Class Member to whom only text message notice can be provided and who fails to provide a current address to the Settlement Administrator for purposes of mailing the individual a settlement check, the uncashed check amount shall be distributed by the Settlement Administrator in accordance with the escheatment requirements of the state of Illinois.

8. Notice to Settlement Class. In the event of an order granting preliminary approval of the settlement by the District Court as described in Paragraph 6, notice of the settlement will be mailed and e-mailed to the individuals in the Settlement Class within fourteen days after such order. The Settlement Administrator will send the settlement class notice by first class U.S. mail

to persons in the Settlement Class at such persons last known address, as listed in the Notice Information, and will also send the notice by e-mail to all members of the Settlement Class for whom Defendant has an e-mail address. Prior to mailing the notice, the Settlement Administrator will update the address information provided by Defendant through the National Change of Address (“NCOA”) database maintained by the U.S. Postal Service and shall run a search to determine and/or confirm the names and addresses of the Settlement Class Members. Any mailed notice returned to the Settlement Administrator with a new forwarding address will be re-mailed one time to the individual at the new forwarding address. The mail notice to the Settlement Class will contain a summary description of the Agreement, and direct recipients to the settlement website, from which information about the settlement can also be obtained and through which forms providing for a current U.S. Mailing address may be uploaded . In the event that no mailing address or e-mail address can be identified by the Settlement Administrator for the Settlement Class Member, the Settlement Administrator shall provide notice to the Settlement Class Member by text message to the number provided by Defendant, which shall identify the individual as a Settlement Class Member and direct them to the settlement website for information and to provide the Settlement Administrator with their current address to which a settlement check will be directed. The Settlement Administrator will provide a declaration with the District Court, as part of the final approval papers, stating that these notice procedures were followed.

The Settlement Administrator shall set up a dedicated website which will advise persons of the settlement, include the settlement agreement, include certain pleadings filed in the case, provide forms for the Settlement Class Member to provide a current mailing address, and which will answer frequently asked questions about the case.

The parties agree that Notice to the Settlement Class, which will be sent, will be substantially similar to that attached as Exhibit 1 or Exhibit 2 (text message only notice). The parties agree that the Long Form Notice to the Settlement Class, which will only appear on the settlement website, will be substantially similar to that attached as Exhibit 3.

9. Exclusions and Objections: Settlement Class members shall have 60 days from the day notice is sent to object to or exclude themselves from the settlement. For an objection to be valid, the objection shall state: (a) the name, address, and phone number of the objector, (b) the specific bases for the objection, (c) whether they intend to appear at the final approval hearing. Counsel shall also have the option to take the deposition of the objector within 21 days of receiving the objection. If eight or more people opt out of the settlement, Defendant has the option to not proceed with the settlement.

10. Incentive Award and Attorneys' Fees. Class Counsel will apply for an award of up to 33 1/3% of the settlement fund (\$43,333.33) for their attorneys' fees and reasonable litigation expenses. Class Counsel will also request an incentive award for Plaintiff of up to nine-thousand (\$9,000.00) for his service in the Lawsuit. Defendant will not oppose these amounts. The incentive award and attorney fee award will be set forth in the Final Approval Order and Judgment and is within the Court's sole discretion to award.

11. Settlement Administration and Expenses. Atticus Administration LLC shall act as the settlement administrator for purposes of issuing notice to the members of the Settlement Class and administering the settlement ("Settlement Administrator"). Defendant shall pay the administrator's costs and expenses through the Settlement Fund. The Settlement Administrator shall comply with all notice requirements set forth in this Agreement.

12. Final Approval. The preliminary approval order described in Paragraph 6 will set a date for a Final Approval Hearing, at which the Parties will request that the District Court enter a Final Approval Order and Judgment, consistent with this Agreement and the Parties' efforts to consummate the settlement. With the exception of up-front costs required by the Settlement Administrator, Defendant shall not be obligated to pay any sum pursuant to this Agreement except after the "Effective Date," as described in Paragraph 13.

13. Effective Date. If there are no objections to the settlement, the "Effective Date" of this Agreement shall be the fourteen calendar days after the District Court has signed the Final Approval Order and Judgment as applied to Plaintiff and the Settlement Class Members. If there are objections to the settlement, the Effective Date shall be fourteen days after all of the following conditions have occurred and been satisfied:

(a) The District Court has entered: (i) a final order approving this Settlement Agreement under Federal Rule of Civil Procedure 23; and (ii) a final judgment granting the relief and releases described in this Agreement, including that in Paragraphs 7 and 15; and

(b) The time for appeal or to seek permission to appeal from the District Court's approval of this Agreement and entry of final judgment described in subsection (a) of this paragraph has expired or, if appealed, approvals of this Agreement and any final judgment have been affirmed by the court of last resort to which such appeal can be taken, and such affirmance has become no longer subject to further appeal or review.

14. Payments. Within twenty-one (21) days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member payments described in Paragraph 7,

and the attorney's fees and incentive awards described in Paragraph 10, consistent with the Final Approval Order and Judgment.

15. Release. Upon entry of Final Approval and Judgment, Plaintiff and each member of the Settlement Class who does not properly exclude themselves from the settlement will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, Defendant, its parent, divisions, subsidiaries, partnerships, affiliates, predecessors, past, present and future trustees, fiduciaries, shareholders, administrators, partners, principals, insurers, attorneys, owners, officers, directors, members, managers, agents, employees, and representatives from all past and present claims, demands, obligations, actions, damages, costs, expenses and/or compensation of any nature whatsoever, whether in law or equity, based in tort, contract, statute, or any other theory of recovery, and whether for compensatory or other damages, or for declaratory or equitable relief, known and unknown, foreseen or unforeseen, that were brought or could have been brought through final settlement approval that relate to the text messages at issue or that relate to, arise out of, or concern marketing communications, whether under the TCPA or any state law or statute relating to telemarketing ("Released Claims").

16. Effect of Trial Court's Denial of Preliminary or Final Approval. This Agreement is null and void, if the District Court does not preliminarily approve the settlement in substantially the same form as set forth in this Agreement, or if the settlement or the judgment approving the settlement is appealed and not approved on appeal in substantially the same form as set forth in this Agreement. In such event, and upon the trial court entering an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved in substantially the same form as set forth in this Agreement, then: (a) this Agreement is terminated and is of no force and effect, and no party shall be bound by any of its terms, except for Defendants' reimbursement

of the Settlement Administrator's expenses; (b) to the extent applicable, any preliminary order approving the settlement, certifying the Settlement Class, approving the notice or notice procedure, and providing notice to the Settlement Class shall be vacated; (c) the Agreement and all of its provisions and all negotiations, statements, and proceedings shall be without prejudice to the rights of any of the Parties; (d) each of the Parties shall be restored to their respective positions as of the date this Agreement was fully executed; and, (e) neither the settlement nor any of its provisions or the fact that this Agreement has been made shall be admissible in this Lawsuit, or discoverable or admissible in any other action for any purpose whatsoever.

17. Requests by Individuals in Settlement Class. Requests for exclusion, objections to the settlement, and all other notices regarding the settlement, to the extent received by either Party, shall be sent to the Settlement Administrator.

18. No Admission of Liability. This Agreement affects the settlement of claims that are denied and contested, and nothing contained herein shall be construed as an admission by Defendant of any liability of any kind. Defendant denies any liability in connection with any claims made in the Lawsuits. Defendant enters into this Agreement merely to avoid further litigation.

This Agreement, including all exhibits and related documents presented in the course of the Lawsuit and/or settlement negotiations, do not constitute, and are not intended to constitute, and will not be deemed to constitute, an admission by Defendant as to the merits of the allegations or claims made in the Lawsuit. Nothing in this Agreement, including any action taken in implementation thereof, any statements, discussions or communications, and any materials prepared, exchanged, issued or used during the course of the Lawsuit or the negotiations leading to the Agreement, is intended to be introduced, be used or be admissible in any way in the Lawsuit or any other judicial, arbitral, administrative, investigative or other forum or proceeding as

evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered in connection therewith. In the event that this Agreement is not approved by the Court or by an appellate court, Defendant shall not be deemed to have waived, limited, or affected in any way any objections or defenses in the Lawsuit.

19. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. This Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by all Parties.

20. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

21. Warranties. The Parties further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights they may have with respect to the claims released in this Agreement, and that they have received legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each Party represents such party has not assigned, transferred or granted, or purported to assign, transfer, or grant, any of the claims, demands and cause(s) of action asserted in the Lawsuit. Each of the Parties executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the Party for which he or she is signing.

22. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective insurers, successors, assigns, heirs, agents, employees, attorneys, representatives, officers, parents, affiliates, and subsidiaries.

23. Further Cooperation. The Parties agree to execute such further and additional documents and instruments, as shall be necessary or expedient to carry out the provisions of this Agreement and shall in good faith undertake all reasonable acts to effectuate the provisions of this Agreement.

24. Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Illinois, without regard to its conflict of laws or choice of law provisions. All suits to enforce this Agreement shall be brought in the United States District Court for the Northern District of Illinois.

25. Mutual Interpretation. The Parties agree and stipulate that the settlement was negotiated on an “arm’s-length” basis between parties of equal bargaining power. The Agreement has been drafted jointly by Class Counsel and Defendant’s counsel. Accordingly, this Agreement is mutually created, and no ambiguity shall be construed in favor of or against any of the Parties. This Agreement was prepared after an agreement in principle to resolve the case was reached after a mediation with Magistrate Judge Gabriel Fuentes.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts together shall constitute one instrument. Electronically scanned signatures are acceptable for the execution of this Agreement.

27. Severability. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall be binding and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

Dated: 3/9/2024 _____

DocuSigned by:
William Quinn
AB23EAF50B384F0...

William Quinn

Dated: _____

JK Buick, GMC, Inc.

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

Dated: _____

William Quinn

Dated: 3/11/24

JK Buick, GMC, Inc.

By: _____

Printed Name: _____

John Spellman

Title: _____

General Manager

EXHIBIT 1

DocuSign Envelope ID: 1A857678-36E5-4A1B-BA71-49687AB247F2

Quinn v. JK Buick GMC, Inc.

United States District Court for the Northern District of
Illinois, Case No. 1:23-cv-00447

IMPORTANT LEGAL NOTICE - This Notice was authorized by the Court. It is not a solicitation from an attorney.

YOU HAVE BEEN IDENTIFIED AS HAVING RECEIVED A MARKETING TEXT MESSAGE FROM JK BUICK GMC, INC., AFTER REQUESTING TO NO LONGER RECEIVE SUCH MESSAGES, AND YOU MAY BE ELIGIBLE FOR A SETTLEMENT PAYMENT.

A proposed Settlement has been reached in a putative class action lawsuit that may affect your rights. The lawsuit alleges that JK Buick GMC, Inc, violated the Telephone Consumer Protection Act by sending marketing text messages to persons after said persons requested to no longer receive such messages.

- JK Buick GMC, Inc.'s records indicate that you are a settlement class member. You may be eligible for a payment of approximately **\$1,300**.

JK BUICK TCPA SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164

Presorted First-
Class Mail
U.S. Postage
PAID
Twin Cities MN
Permit #XXX



<<barcode>>

<<barcode>>

CLAIMANT ID: <<Unique ID>>
<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS 1>> <<ADDRESS 2>>
<<CITY>> <<ST>> <<ZIP>>

To receive a payment from this Settlement you need not do anything. **Opt-Out Option:** If you do not wish to participate in the Settlement, you must mail an “Opt-Out” Request to the Settlement Administrator postmarked no later than **[60 days after notice is sent]** or submit your opt-out request online at **www.JKBuicksettlement.com**. If you “opt-out”, you will not be legally bound by anything that happens in this lawsuit, but you will not be eligible to receive a Settlement payment. If you do not “opt-out,” and the Court grants final approval of the Settlement, you will release the claims asserted in the lawsuit against JK Buick GMC, Inc. and others as detailed in the Settlement Agreement, available at **www.JKBuicksettlement.com** **Objection Option:** If you do not “opt-out” and wish to object to the Settlement, you must inform the Court through a written objection of why you do not like the settlement. The objection must contain specific information that can be found in the full Class Notice on the settlement website and must be mailed to the Settlement Administrator by **[60 days after notice]**. The Court will consider objections at the Final Approval Hearing. If you object and wish to speak at the hearing, you may file a Notice of Intent to Appear with the Court through your own attorney and at your own expense. The Court appointed the law firms of Butsch Roberts & Associates LLC and The Law Office of James X. Bormes. as Class Counsel to represent the interests of the Settlement Class. The Court will hold a **Final Approval Hearing** on **[hearing date]** at **[hearing time]** in the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 2266, Chicago, Illinois 60604. To review the complete Class Notice and for more information about the Settlement and the case, “Opt-Out” or submit an Objection, please visit the Settlement Website at **www.JKBuicksettlement.com**. You may also call or email the Settlement Administrator at **1-800-XXX-XXXX** or **JKBuicksettlement@atticusadmin.com** with any questions or to have the full Class Notice mailed or e-mailed to you.

EXHIBIT 2

TEXT NOTICE – TO SETTLEMENT CLASS MEMBERS
WITH NO ADDRESS OR E-MAIL ADDRESS INFORMATION

“You may be a member in the Quinn v. JK Buick GMC, Inc. class action settlement. You may be entitled to receive a payment of approximately \$1,300.00 as part of this settlement. However, the class settlement administrator does not have your mailing address. More information about the settlement is located at www.JKBuickSettlement.com. If you wish to receive payment, please confirm your name and mailing address with the settlement administrator at XXXXX. You may also contact Settlement Class Counsel, Christopher E. Roberts, at 314-863-5700 or croberts@butschroberts.com. This notice has been authorized by the United States District Court for the Northern District of Illinois.”

EXHIBIT 3

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

WILLIAM QUINN, *individually and on behalf of all others similarly situated,*

Plaintiff,

v.

JK BUICK GMC, INC.,

Defendant.

§ Case No. 1:23-cv-00447
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NOTICE OF CLASS ACTION SETTLEMENT

The District Court has authorized this Notice. This is **NOT** a solicitation from a lawyer. Please read this Notice carefully as it may affect your legal rights. **Do not be alarmed. You have not been sued; nor have you “filed” a lawsuit.**

This notice is being sent to you because you have been identified to be among a settlement “class” of persons who received a marketing text message from Defendant JK Buick GMC, Inc. (“Defendant” or “JK Buick GMC”) after requesting that Defendant stop sending you such text messages.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE

These rights and options and the deadlines to exercise them are explained below.

<p>IF YOU WANT TO PARTICIPATE FULLY IN THIS CASE</p>	<p>If you want to be included in this case, <u>then you need not take any further action.</u></p> <p>Settlement Class Counsel estimate that you will receive a payment of approximately \$1,300.00.</p> <p>The relief afforded to you is described in Section 7 below and in the settlement agreement available on the settlement website, www.JKBuicksettlement.com.</p>
<p>IF YOU <u>DO NOT</u> WANT TO PARTICIPATE IN THIS CASE AT ALL</p>	<p>If you do not want to participate or be included in this case, then you must send written notice by mail that you wish to exclude yourself from the settlement, postmarked or uploaded to www.JKBuicksettlement.com no later than <u>[60 days after notice is mailed]</u>. Instructions for doing so are in Section 8 below.</p> <p>If you choose not to participate in this case, you give up the possibility of getting money or benefits that may come from the</p>

	settlement of this case. You keep any rights to sue Defendant about certain legal claims arising from communications directed to you, but the statute of limitations (the deadline for you to file your potential claims) continues to run.
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Your options are explained in this Notice.

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff William Quinn (“Plaintiff”) filed a civil lawsuit against Defendant. Plaintiff filed the lawsuit on behalf of himself and as a putative class action on behalf of the group or “class” of persons who were sent marketing text messages from Defendant after Defendant was requested to stop sending such messages. Plaintiff alleges Defendant violated the Telephone Consumer Protection Act (“TCPA”) by sending such marketing text messages after Plaintiff and the class members requested Defendant stop sending them such messages. Defendant denies these allegations and that this case should process as a class action.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action case, one or more persons sue on behalf of other people who have similar claims. The person who sues is called the named Plaintiff. The named Plaintiff seeks to represent all similarly situated people in the court. The named Plaintiff in this lawsuit is William Quinn.

3. WHY DID I RECEIVE THIS NOTICE?

This notice is being made available to you because the parties have agreed to settle the lawsuit and you have been identified as a settlement class member who received marketing text messages after requesting that Defendant no longer send you such messages.

Do not be alarmed. **You have not been sued; nor have you “filed” a lawsuit.** This Notice simply informs you of the named Plaintiff’s lawsuit and lets you know that you have been identified as a member of the Settlement Class and to advise you of your rights and options as a Settlement Class member.

4. HAS THE JUDGE DECIDED WHO IS RIGHT?

No. The judge is not suggesting that the named Plaintiff or the Settlement Class would have won or lost the case.

5. HOW DO I KNOW IF I AM A MEMBER OF THE SETTLEMENT CLASS?

By Order dated **XXXXXX**, the Court certified the following class of persons in the Lawsuit, for settlement purposes only:

Those persons who opted out of receiving text messages from or on behalf of JK

Buick GMC, Inc. and, thereafter, received one or more text messages from or on behalf of JK Buick GMC, Inc. The settlement class specifically includes, but is limited to, those fifty-four (54) persons identified in the data provided by Defendant to Plaintiff on November 10, 2023.

You have been identified as a member of the above Settlement Class.

6. WHO IS CLASS COUNSEL?

The Court appointed the named Plaintiff's attorneys in the Lawsuit as Counsel for the Settlement Class ("Class Counsel"). Class Counsel are Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC and James X. Bormes of The Law Offices of James X. Bormes. You are not required to hire your own lawyer because Class Counsel will be working on your behalf as a member of the Settlement Class. If you want to hire your own lawyer you are permitted to do so at your own expense.

7. WHAT WILL I RECEIVE AS PART OF THE SETTLEMENT?

Class Counsel estimate you will receive a payment of approximately \$1,300.00 in the settlement.

Defendant will pay a total of \$130,000.00 to pay Settlement Class members' claims, the cost of settlement administration, a settlement class representative service award and Class Counsel's attorneys' fees and expenses. Each Settlement Class member will receive a pro rata share of the remaining amount after accounting for the cost of settlement administration, a representative service award and attorneys' fees and litigation expenses.

8. WHAT DO I NEED TO DO TO RECEIVE THE BENEFIT OF THE SETTLEMENT?

You need not take any further action to receive compensation as part of this settlement.

9. WHAT IF I WANT TO EXCLUDE MYSELF FROM THE SETTLEMENT OR OBJECT TO THE SETTLEMENT?

If you do not want to be a member of the Settlement Class and participate in this Lawsuit, you can ask the Court to exclude you from the Lawsuit and allow you to "opt out" by sending such correspondence in writing to:

JK Buick TCPA Settlement
c/o Atticus Administration, LLC
1250 Northland Drive, Suite 240
Mendota Heights, Minnesota 55120

To be effective, the request to exclude yourself to the settlement must be completed, signed and postmarked by [60 days from the date notice is mailed].

If you choose to be excluded from the Settlement Class:

1. Your claims against Defendant, if any, will not be decided in the Lawsuit and you will not share in any recovery that the named Plaintiff obtain for the Settlement Class.
2. You will not be bound by any determinations or any judgment that the Court makes or enters in the Lawsuit, whether favorable or unfavorable.
3. You will not be entitled to any further notice with regard to the Lawsuit.
4. You may pursue any claims you have against Defendant at your own expense and risk by filing your own separate lawsuit, should you choose to do so, and assuming you have a claim and the applicable statute of limitations to file a case has not run.
5. Be aware that any claims that you have or may have against Defendant are limited by the applicable statute of limitations and declining to participate in this case by opting out, or by proceeding separately, may result in some or all of your claims expiring as a matter of law.

Any Settlement Class Member who wishes to object to the settlement or wishes to appear at the Final Approval Hearing and show cause, if any, why the same should not be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, or why a final judgment should not be entered thereon, must serve and file written objections. The objection must contain the objector's full name, telephone number, and current address; must declare that the objector is a member of the Settlement Class; and must provide a detailed statement of the objector's specific objections to any matter before the Court and the grounds of the objection. Said objections must be mailed to:

JK Buick TCPA Settlement
c/o Atticus Administration, LLC
1250 Northland Drive, Suite 240
Mendota Heights, Minnesota 55120

To be effective, the request to object to the settlement must be completed, signed and postmarked by [60 days from the date notice is mailed].

10. HOW WILL CLASS COUNSEL AND THE CLASS REPRESENTATIVE OF THE SETTLEMENT CLASS BE PAID?

Class Counsel will seek an award of attorney's fees and expenses of up to 33 1/3% of the settlement fund (\$43,333.33). The Court will determine the amount of fees and expenses that should be awarded to class counsel. Plaintiff will seek an award of up to \$9,000.00 for his service as the settlement class representative.

11. WHAT IF I HAVE QUESTIONS?

You should not contact the Clerk of The Court, Judge, or Defendant’s Counsel with questions about this case. Instead, if you have any questions about your claim or rights or would like more information, you should call Class Counsel Christopher E. Roberts of Butsch Roberts & Associates LLC at 314-863-5700 or James X. Bormes of The Law Offices of James X. Bormes at 312-332-0600. You can also speak with your own attorney.

You can review and obtain copies of the Lawsuit, the Court’s Order granting Preliminary Approval of the Settlement and any other pleadings and filings in the Lawsuit directly from Class Counsel, by contacting Class Counsel at the number above. You can also review and obtain copies of these papers at your own expense at the Clerk of the Court for the United States District Court for the Northern District of Illinois.

12. WILL THERE BE A HEARING REGARDING THE APPROVAL OF THE SETTLEMENT?

The Final Approval Hearing will take place on XXXXXXXX, 2024 at XX:00 a.m. before Magistrate Judge Gabriel Fuentes, Courtroom 2266, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, , Chicago, Illinois 60604.

Dated: _____, 2024

This Notice is being made available pursuant to Federal Rule of Civil Procedure 23 and by Order of the Court.