

# **EXHIBIT 1**

**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.

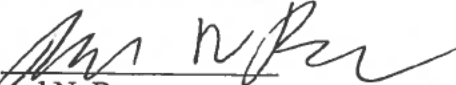
**34. Limitations on Use.** This Agreement shall not be used, offered or received into evidence in the *Campbell* Case, or any other action, for any purpose other than to enforce, to protect, to construe or to finalize the terms of this Agreement and/or to obtain the preliminary and final approval by 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  
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**JONES DAY**

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*Counsel to Sirius XM Radio LLC*

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Julie Campbell

**DIANA BICKFORD**

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

**KERRIE MULHOLLAND**

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

**LIEFF CABRASER HEIMANN & BERNSTEIN**

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Julie Campbell

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

**KERRIE MULHOLLAND**

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

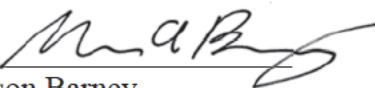
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Julie Campbell

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

**KERRIE MULHOLLAND**

By: *Kerrie Mulholland*  
Kerrie Mulholland

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*Counsel to Plaintiffs and the Proposed Class*

# **EXHIBIT A**

SirusXM Radio : SIR013  
Sussex - High Tech Bluehep@q.com  
C4-328J-0 21.25 x 8.5  
01\_24-7403 - Terms - Conditions - Resized\_ok\_FF\_Part2.pdf  
Wed Oct 02 13:06:07 2024



the purchase or lease of a vehicle do not automatically renew. Your service will stop at the end of the stated subscription term or your sale and/or transfer of the vehicle, whichever occurs first. THESE SUBSCRIPTION PLANS ARE NOT TRANSFERABLE TO ANOTHER RADIO/VEHICLE. ARE NOT REDEEMABLE FOR CASH OR CREDIT AND ARE NOT ELIGIBLE FOR REFUND, and the provisions in this Agreement concerning purchase, billing and refunds do not apply to these Subscriptions. Your purchase of a Subscription through an automaker or an automotive dealer is also subject to that entity's terms of sale. If you wish to turn off the service in your vehicle you may follow the instructions as set forth in Section 6(a) below as if the subscription was purchased directly through us.

**3. CANCELLATION, CHANGES TO YOUR PLAN AND REFUND POLICY**  
**a. Your Right to Cancel:** You may cancel your Subscription purchased directly from us, including any free trial period, at any time to avoid future charges. See Section 4 below for how to cancel and how effective your cancellation depends on the Service you are subscribed to as described below in Sections 3(b) for Audio Subscriptions and 3(c) for Aviation, Marine, Inland/Recreation and Commercial Fleet Subscriptions. Cancellations within a free trial period may become effective immediately.

**b. Audio Subscriptions Cancellation and Plan Changes**  
**Audio Subscriptions Are Non-Refundable:** When you cancel an Audio Subscription, you are only cancelling future charges associated with your Subscription. Your cancellation will become effective at the end of your current Subscription Period (i.e., billing period), and no refunds or credits will be given for any partial period, except as provided below or as requested by law.

**Monthly Billed Audio Plans:** If you cancel a monthly billed Subscription within seven (7) days of the start date of your Subscription, your Subscription will terminate immediately and any fees paid are eligible for a pro-rata refund. If requested, this 7-day right to cancel does not apply to subsequent monthly renewals. Cancellations after this 7-day period will be effective at the end of your current Subscription Period and any fees paid are non-refundable. Changes you make to your Plan will be effective at the end of your current Subscription Period, except for service level upgrades (i.e., additional programming or listening options), in which case we will charge you the difference or apply a non-refundable credit toward your future renewal charges.

**Non-Monthly Billed Audio Plans:** These are Subscriptions that renew and bill for periods longer than one month, e.g., quarterly or annually billed Plans. If you cancel a non-monthly billed Subscription within thirty (30) days of the start of your Subscription for each subsequent renewal charge, your Subscription will terminate immediately and any fees paid are eligible for a pro-rata refund. If requested, cancellations or changes (including upgrades) to your Plan requested after this 30-day period will be effective at the end of your current three (3) or paid Subscription Period and any fees paid are non-refundable. Service level upgrades (i.e., additional programming or listening options) will be applied upon request, in which case we will charge you any difference or apply a non-refundable credit toward your future renewal charges.

**Audio Plans that include listening entitlements for a vehicle/satellite radio:** Selling, leasing, trading in your vehicle or not using the Service for any part thereof does not cancel your Subscription. You can transfer your Service to another vehicle, excluding those set forth in Section 2(a) above. If you don't have another vehicle, you can continue listening through the Streaming Service. No refunds or credits will be given if you don't have an activated vehicle to your Plan or if you don't use the Service. If we need to deactivate the Service in your vehicle and are unable to keep your Streaming Service, we will cancel your Subscription and issue a pro-rata refund for any remaining pre-paid time. References to "vehicle" in this Agreement include standalone satellite capable radios. See Section 2(b) for terms that apply to Fleet Subscriptions and Extended Service Subscriptions included with a vehicle purchase.

**c. Aviation, Marine, Inland/Recreation and Commercial Fleet:**  
Unless otherwise stated in the Offer Details for your Plan, cancellation or changes for these Plans will be effective on the date we receive your request, or a later date that you accept or request. We will refund amounts paid in advance, on a pro-rata basis, less any applicable fees, unless stated otherwise in the specific offer to which you accepted. If you change your Plan, you will charge you the difference and if the new fee is less than the fee you already paid for your current Plan, you may request the credit to remain on your account to be automatically applied to your future charges. Where a promotional offer is provided, other terms may apply.

**d. Cancellations by Us:**  
We may cancel your Subscription if you fail to pay for your Subscription, breach this Agreement, or for any other reason in our sole discretion. If your SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY FEES YOU MAY INCUR ON OR MAY BE INCURRED BY YOU. We may also be required to pursue any remedies you may be entitled to in connection with our collection efforts, including third-party collection fees and other collection fees. No refunds will be given if your Subscription is suspended or where

certain features are temporarily or permanently unavailable. If we need to deactivate the Service on your vehicle and credit your Streaming Service plan, we will cancel your subscription and issue a pro-rata refund for any remaining pre-paid time.  
**a. To the extent we issue any refund or credit on a non-refundable plan (either then as set forth in this Agreement or provide a discount or other consideration in your subscription, we do so only as an accommodation and at our sole discretion. If we do this for any reason does not mean we are obligated to do so again, even in the same circumstance.**

**4. HOW TO CANCEL**  
**a. If you purchased your Subscription directly from us:**  
All Subscriptions may be cancelled by phone by calling the phone numbers below:  
Audio/Inland/Recreation: 1-866-635-2349 Monday-Friday 8 a.m. - 8 p.m. ET  
Aviation/Marine: 1-800-985-0200 Monday-Friday 8 a.m. - 8 p.m. ET  
In addition, you may cancel by using our online chat feature as follows:  
Monday-Friday 8 a.m. - 8 p.m. ET  
Saturday-Sunday 9 a.m. - 8 p.m. ET

**To ensure your cancellation is timely processed, cancel at least 24 hours prior to your upcoming renewal date.**  
In certain circumstances or where required by law, you may be permitted to cancel through other means. Contact hours subject to change without notice. Please visit [Contact Us on siriusxm.com](https://www.siriusxm.com) for the most up-to-date hours.

Streaming (App-Only) Subscriptions may be cancelled any time (except for scheduled or emergency maintenance) by logging into your account at [www.siriusxm.com/myaccount](https://www.siriusxm.com/myaccount) and following the cancellation instructions.  
Uninstalling our app, selling or trading in your vehicle, or not using the Service for any part thereof does not cancel your Subscription. If you have multiple Subscriptions, your cancellation of one Subscription will not result in the cancellation of other Subscriptions, unless you take action to do so.

**b. If you purchased a Subscription not from us but instead through an External Service:**  
You must manage and cancel your Subscription directly with that External Service. See Section 7(b) below for more information.

**5. RIGHT TO TRANSFER A SUBSCRIPTION**  
**a. Paid Subscriptions:** Plans purchased directly from us are generally transferable to another inactive radio and may be subject to the payment of a transfer fee. Subscriptions are not transferable to another person. See Section 2(b) above for exceptions.

**b. As a courtesy, and solely if we receive records that your vehicle has been sold/traded, we may automatically transfer your Subscription to your new vehicle. We will provide written notice of this transfer.**

**6. CHANGES**  
**a. Price Changes:** We may change the rates of any Subscription from time to time. We will let you know the date on which your change will be effective. If you do not accept the change in price, you have the right to reject the change by cancelling your Subscription prior to the change taking effect. Changes in pricing will take effect at the start of your next Subscription Period following the date of the price change. Applicable taxes may vary depending on the jurisdiction. Advance notice will not be provided in the event of pricing fees or changes that have no impact on your total price, or any changes in applicable taxes. If you have purchased your Subscription through an External Service, price changes will be subject to its terms and conditions.

**b. Changes To These Terms:** We reserve the right to change this Agreement at any time. Any changes will be effective upon posting of the revisions at [www.siriusxm.com](https://www.siriusxm.com) and/or upon the date of which is reflected in the date last updated. If you access the Service through a mobile device or our 360L radios, such changes may also be communicated through updated versions of the Service software, which you consent to receive without further notice. If we make material changes to the Agreement, we will notify existing active Subscribers at the email address on file. You agree that this updated Agreement will be effective either thirty (30) days after dispatch of our notice to you (or at a later time that we identify in the notice) or posting of the changes, except for changes that relate to new features or for legal reasons, which will become effective immediately. Your continued use of the service after that date will constitute your affirmative acceptance of such changes. If you do not agree to any of these changes, you must cancel your Subscription(s) as set forth in Section 4 and discontinue using the Service.

**7. SERVICE SPECIFIC TERMS**  
**a. Multiple Subscriptions:** We may offer discounts and reduced rates for accounts with multiple qualifying Subscriptions. We may terminate or discontinue future activation of this discount at any time in our sole discretion.

with multiple qualifying Subscriptions. We may terminate or discontinue future activation of this discount at any time in our sole discretion.  
**b. Lifetime Subscription Plan:** This plan is no longer active. Lifetime Subscriptions are not transferable, from one person to another and are non-refundable. You may transfer an active Lifetime Subscription to another radio an unlimited number of times for a \$50 transfer fee, and the transfer must be effectuated on the Site.

**c. Business Subscriptions:** For information about SiriusXM Music for Business, visit [www.siriusxm.com/business](https://www.siriusxm.com/business). For information on Commercial Fleet Plans visit [www.siriusxm.com](https://www.siriusxm.com).

**d. Free Access Subscription Plan:** The Free Access Plan is our free advertising supported Subscription. You may be offered the opportunity to self-activate this Plan or you may activate your vehicle radio after your trial Subscription or paid Subscription Plan. The Service will continue until (i) you or we cancel this Plan, (ii) your radio is transferred, or (iii) you purchase a Subscription. The content available may differ depending on the capabilities of your radio and this Plan is not available on all radios. You agree that we may activate this Plan on your inactive radio and the availability of content is determined solely by us. If this Plan has been activated on your radio, you may cancel it as set forth in Section 4. You may request that your radio not be activated with this Plan after your trial or paid Subscription by mailing a letter to Sirius XM Care, PO Box 33374, Detroit, MI 48232, Attention: No Free Access Subscription. In your letter include: (1) your first and last name; (2) email address; (3) postal address; (4) vehicle Radio ID; and (5) indicate that you do not want the Free Access Plan.

**a. Subscriptions Purchased Through an External Service:** If you purchase or enroll in a Subscription through an External Service (i.e., your Subscription account is managed by and your payments will be processed and collected by the External Service), you must manage and cancel your Subscription directly with that External Service. See Section 7(b) below for more information. Subscriptions purchased through an External Service cannot be added or transferred to any account you may otherwise have directly with us, and such Subscriptions will qualify for discounts or account features we offer. If you purchase a Subscription directly from us and you previously purchased a Subscription from an External Service, you must cancel your Subscription managed by that External Service in order to receive the benefits of our Service. If you purchased your Subscription through an External Service, you must cancel your subscription directly with that External Service. You are responsible for reviewing and complying with terms and policies provided by the External Service before purchase. The External Service will be solely responsible for all communications with you regarding your Subscription account. The External Service will not provide technical support for the Service or respond to Service product claims and will not be responsible for any product or intellectual property claims associated with the Service. Apple Store 6003 subscribers: You agree that Apple, and its subsidiaries, are third party beneficiaries of this Customer Agreement. Upon your acceptance of this Agreement, Apple will have the right (and be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

**1. Co-Promotional Offers:** Our Service may be offered with third-party products, services or other offers or as part of a bundle with other products or services (a "Co-Promotion"). We are not responsible for the products and services provided by third parties. By participating in a Co-Promotion, you agree that your contact information (e.g., name, email, phone, address) may be provided to third parties providing such Co-Promotional services.

**2. FINANCIAL MATTERS:** If you purchase a paid Subscription, you agree to pay us in advance as follows:  
**a. Subscription Billing Payments**  
**1. Card Billing:** You may pay by credit card, debit card, a SiriusXM® Prepaid Service card or gift card. Your card will be charged on the day you select the Subscription (or after any free period) and the day of each renewal according to the recurring billing plan you accepted. The timing of your billing may change as a result of a problem with your payment method, changes you make to your Subscription, Service suspension or where in the month you start your billing cycle. If your payment method details change or are due to expire, you agree we may obtain updated information regarding your selected payment method as made available by your financial institution or through a card updater service. For recurring payments, a gift card issuer may not permit you to use gift cards. Using a prepaid service or gift card may require a valid credit or debit card on your account for your future recurring charges. When you update your payment method by your account, you authorize us to charge the updated payment method for your Subscription.

**2. Invoice Billing:** Invoice billing is not available for all Plans. If available, invoice is available by email ("e-Bill") and/or limited instances by mail ("paper invoice"). You may be charged an invoice administration fee for paper invoices. Invoicing may be available for accounts in the United States. For paper invoices, you must write your SiriusXM Account Number on your paper check and mail it to the address on

your invoice. You may also pay online with a credit or debit card by logging into your account. If you choose an e-bill you will receive an email with a link to your online account where you can view your e-bill and make your payment with a credit or debit card or via ACH payment (electronic debit from your account) as available. There is an Invoice Administration fee charged with an e-bill.

**b. Payments & Late Fees:** All payments must be made in U.S. Dollars. If you do not pay your balance, we will deactivate your Subscription for non-payment and charge a late fee. If you choose to reactivate your Subscription we may charge you an activation fee, and we will apply payments first to any past due amounts and then to your current and future obligations. For unpaid amounts, we reserve the right to try your payment method which, if successful, will keep your Subscription active and it will continue to automatically renew.

**c. Taxes:** All amounts charged to your account may be subject to tax, which will vary according to the address on your account. You are responsible for keeping your account information up to date.

**d. Fees:** We may charge you one or more of the fees below, all of which are subject to change without notice. We reserve the right to waive any of these fees at our discretion.  
• **Activation Fee:** For each radio on your account, we may charge you a fee to activate, deactivate, upgrade or modify your Service.  
• **U.S. Music Royalty Fee:** Plans which include music channels may be charged a U.S. Music Royalty Fee. See [www.siriusxm.com/musicroyalty](https://www.siriusxm.com/musicroyalty).  
• **Invoice Administration Fee:** If you request to pay invoices, we may charge you an administration fee on each paper invoice rendered, except where prohibited.

• **Late Fee:** If payment is not received in a timely manner, we may charge you a late fee. This fee is not an interest charge, finance charge, or other charge of a similar nature.  
• **Returned Payment Fee:** If any financial institution fails to honor your payment, we may charge you a fee. This fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense we incur due to uncollected payment.  
• **A La Carte Channel Change Fee:** If you have an "A La Carte" Plan, for each subsequent transaction to change your initial channel selection, you may be charged a fee.  
• **Transfer Fee:** If you transfer a Subscription from one radio to another you may be charged a transfer fee.  
• **Cancellation Fee:** Cancellation fees or early termination fees may be charged in connection with certain offers. Any applicable cancellation fees will be disclosed in the offer details for that offer.

**e. Billing Disputes:** If you purchased your Subscription directly with us and you have a question about your bill, call or chat with us as provided in Section 4 above. If you wish to contact us by mail, write to: Sirius XM, PO Box 33374, Detroit, MI 48232, Attention: Listener Care for Audio/Inland/Recreation and for Aviation and Marine Services, please note "Attention: A-La-Carte Plan". Please include the following information in your letter: your name, service address, account number, and the details of your question. **If you wish to dispute any charge, you must contact us within thirty (30) days after the date of the charge in question. OTHERWISE, YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.**

**f. Service Credits:** Service credits applied as an accommodation are non-refundable and non-transferable and will expire upon termination of your Subscription.  
**g. Authorization Hold:** When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. This is not a charge, and your card issuer determines the length of time the pre-authorization is held.  
**9. USE OF SERVICE**  
**a. Eligibility:** You must be at least 18 years old to purchase a Subscription.  
**b. Service Area:** We offer the Satellite Radio Service in the 48 contiguous United States and the District of Columbia. Our Satellite Radio Service is also available in Puerto Rico (with coverage limitations and limited to capable receivers). The Streaming Service area includes our Satellite Radio Service area and Alaska and Hawaii. The Satellite Radio Service and Streaming Service areas are collectively referred to as the "Service Area." Our aviation and marine weather services are available in the 48 contiguous United States including DC, and in coastal waters as well as Southern Canada. Our other Services, including traffic and weather services, are not available in all markets in the Service Area. Visit [www.siriusxm.com/FAQs](https://www.siriusxm.com/FAQs) for more information.

**c. Streaming Service:** You may use the Streaming Service on one device at a time per Subscription or entitlement, unless otherwise provided. Any revocation of the Service or "opting out" of a web device or any other activities undertaken to deliver a false geographical location or other false information to our servers in violation of this Agreement. You are responsible for any costs associated with your use of the Service.

**d. Personal Use of the Service:** The Service is provided only for your personal, non-commercial enjoyment. You may not make commercial use (as provided in Section 7(d)) or record (except as permitted in Section 8), charge admission for listening to or distribute playlists of our programming, should your username and/or password be lost or stolen, go to inappropriate.com/promo to change it immediately. You agree that we will have any responsibility if you use or share access to your account.

**e. Recorded Content:** Certain types of radios have the ability to record programming transmitted over the Service ("Recorded Content"). Subject to applicable laws, you may access such Recorded Content only so long as you pay your Subscription. We reserve the right to change, reduce, eliminate or charge a fee for this and/or any related functionality.

**f. Service Interruptions:** The Service may be unavailable or interrupted for a variety of reasons, most of which are beyond our control, including disruptions to the Internet.

**g. Advisory Nature of Services User Responsibility; User Safety/Balance; Parental Control:** You assume the entire risk related to your use of the Service. The traffic, weather, marine weather, aviation weather, fish mapping and other content and emergency alert information and data on the Service is not for "safety for life," but is merely advisory in nature. You should not rely on such information in any aircraft, sea craft, automobile, or any other usage, including remote or diagnostic. We are not responsible for any errors or inaccuracies in information provided over the Service or its use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find offensive or inappropriate.

**h. Service Suspension:** Subscribers may request that their paid Subscription be temporarily suspended one time in any calendar year for a duration of up to six months. Suspended Subscribers will receive no Service, access no Subscription fees, and be charged no fees to restore service to active status, provided that service is restored within the six months. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the date the paid Subscription was suspended. If you requested a service suspension while in a promotional period, this suspension will not change the end date of your promotional period. We reserve the right to discontinue this feature at any time. Service suspension is not available on Streaming (app only) Audio Plans.

**i. Service Updates:** We reserve the right to automatically update the Service and related software. These updates may happen in the background at any time that they cannot be disabled by you. By using the Service, you hereby agree to receive such updates.  
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**n. Login, Authentication and Important Account Notifications:** We may use pre-authorized and text messages for authentication, login, account recovery and other important account related messages. By providing a phone number when you sign-up or otherwise adding a number to your account, you are expressly consenting to receive text messages or one-repeated calls to that number from us (or one of our service providers), that may be sent using an automatic dialing system. We may use an automated system to send you text messages or one-repeated calls to that number from us (or one of our service providers). The frequency of these messages will vary based on how you use the Service. Relying on "STOP" to any of these messages will not affect your number on our Do Not Call list for marketing related calls or text messages. You may separately add your number to our Do Not Call List at [www.siriusxm.com/do-not-call](https://www.siriusxm.com/do-not-call) if you do not wish to receive marketing related calls or text messages.

**o. Your Use of Third-Party Services to Manage Your Subscription:** Some third parties offer or represent that they can assist you in managing various aspects of your Subscription, including cancellation or changing your service plan. For your protection and ours, we reserve the right to not engage with any website and/or automated technology developed by such third party and are not responsible for any changes they make to your account or the failure of such service to complete a transaction on your account. To the extent any third party claims to be your authorized representative, we may, in our sole discretion, request proof of such authorization in writing from you before engaging with such third party.

**10. RADIOS AND OTHER EQUIPMENT**  
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**c. Few Customers Use Certain 360L Equipment: Your Relationship with the Wireless Provider:** Certain 360L equipment or equipment that receive our 360L service may be sold or provided with wireless Internet service by a telecommunications carrier arranged by us or by a third party, such as an automaker. Our "360L" service uses the service we provide to radios utilizing a combination of our satellite network and a wireless Internet connection. Certain features and/or content may not be available unless an active data connection is established to the vehicle or on the device. Content may vary between our Satellite and Streaming Services and by Plan. Subscribers that receive our 360L service with wireless Internet service by a telecommunications carrier arranged by us or a third party: (1) have no contractual relationship with the underlying wireless service carrier for your 360L service; (2) are not a third party beneficiary of any agreement with that wireless service provider; (3) agree that the wireless service provider has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability or tort or otherwise; (4) acknowledge that data transmissions and messages may be delayed, deleted or not delivered; and (5) in similar emergency calls may not be completed; and (6) understand that such wireless service provider does not guarantee the security of wireless transmissions and will not be liable for any loss of security relating to the use of the service. In cases where the wireless Internet service is not arranged by us or a third party, you are responsible for your wireless service connection and for all related service charges. Use of 360L service in a vehicle may be subject to acceptance of additional terms and conditions.

**11. OUR CONTENT:** All music, programming, text, software including source and object code, data, information, visual and/or digital material, and all other content available on the Site or included in the Service (collectively,

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# SiriusXM MORE CHANNELS ON THE SIRIUSXM APP

Ad-free playlists that let you pause and skip songs\*

## PARTY & BBQ MUSIC

**Happy Party** Classic/Alternative New Wave Party  
**Rock Party** Rockin' Pop Hits from the '80s  
**Party** '90s Hip-Hop/Pop Party Music  
**Classic Hip-Hop** Classic Hip-Hop for your BBQ  
**Rock BBQ** Classic Rock for Your BBQ  
**Country & Pop** New Country & Pop Hit Party Music  
**Party** '90s/2000s Hip-Hop/R&B Party Music  
**Party** '80s Hair Band Party Music  
**Party** Feel-Good Country Hits  
**Dance** Feel-Good Dance Music  
**Dance** Happy Songs from the '60s, '70s & '80s

**Happy Party** Feel-Good Hits  
**Rock** Mood-Elevating, Feel-Good Rock  
**Party** 2000s Pop Party Music  
**Party** '90s and '80s Country Party Music  
**Party** '90s, '80s & More for Prom  
**Country** Rocking Country Music for Your BBQ  
**Party** Anthems for Game Day  
**Country** Today's Country for your BBQ  
**Party** '90s & 2000s Hard Rock Party Music  
**Party** 2000s/2010s Feel Good Country

## WORKOUT SONGS

**Workout** '80s Pop Workout Music  
**Workout** Hip-Hop Workout Music  
**Workout** Today's Dance Workout Music  
**Workout** '90s/2000s Hip-Hop/R&B Workout Music  
**Workout** '90s Alternatives/Grunge Workout Music  
**Workout** 2000s Pop Workout Music

## LATIN BEATS

**Latin** Regional Mexican Music  
**Latin** Feel-Good Latin Hit Music  
**Latin** New Emerging Caliente Music  
**Latin** Ballads in Spanish & English  
**Latin** Cuban Music with Chuchus Valdes  
**Latin** Latin Urban Music  
**Latin** Latin Rock

**Latin** Latin Love Songs  
**Latin** Latin Jazz  
**Latin** Ironic Classic Sets  
**Latin** Hip-tempo Salsa Music  
**Latin** The Rhythmic Beat of the Tropics  
**Latin** '90s & 2000s Latin Pop Hits

## RELAXING SOUNDS

**Chill** Mellow Hits from the '80s  
**Chill** Mellow Hits from the '90s  
**Chill** Mellow Hits from the 2000s  
**Chill** 24/7 Acoustic Ambiance  
**Chill** Relaxing Lo-Fi Hip-Hop Beats  
**Chill** '90s & 2000s Chill Music  
**Chill** Soothing Piano & Orchestral Pop  
**Chill** Calming Sounds of Nature  
**Chill** Calming Music for Cats  
**Chill** Calming Music for Dogs  
**Chill** White, Pink, and Brown noise  
**Chill** Instrumental Piano Music  
**Chill** Calming Sounds of Rain  
**Chill** Instrumental Chill/Indie/Hip-Hop/R&B  
**Chill** Instrumental Spa Music  
**Chill** Music for Strings  
**Chill** '00s & Early 2000s Acoustic Music  
**Chill** Ambient Music & Sleep Sounds  
**Chill** Ambient, Binaural Beats, Electronics  
**Chill** Instrumental Contemporary Jazz  
**Chill** Music for Meditation

## MASHING UP THE DECADES

**80s & 90s** '80s & '90s Pop Hits  
**90s & 2000s** All Rock Hits from '80s to Now  
**90s & 2000s** '80s, '90s & 2000s Pop Hits Mash-Up  
**90s & 2000s** '80s & '90s Pop Hits Mash-Up  
**90s & 2000s** '90s & 2000s Pop Hits Mash-Up  
**90s & 2000s** '90s Rock & Hip-Hop Hits Mash-Up  
**90s & 2000s** Pop, Hip-Hop/R&B from '90s to 2000s  
**90s & 2000s** Pop Hits from 2000s to Now  
**90s & 2000s** '80s & '70s Country & Pop Hits Mash-Up  
**90s & 2000s** Current Country & Pop Hit Mash-Up

**Classic** '60s, '70s & '80s Country Music Mash-Up  
**Hip-Hop** Current & Classic Hip-Hop Mash-Up  
**Hip-Hop** The Roots of Hip-Hop Through Today  
**Nashville** Country Hits from '90s to Now  
**Rock** Current Pop/Country/Alt/R&B Mash-Up  
**Nitro** New & Classic Hard Rock  
**Pop & Dance** New & Recent Pop & Dance Hits  
**Pop** Current Pop/Hip-Hop/Country Mash-Up  
**Rockwall** '80s, '70s & '90s Rock Hits Mash-Up  
**Guitar** Epic Songs from Guitar Greats!

## NEW ARTISTS

**Test Drive** Hard New Rock & Emerging Artists  
**Discovery** New Emerging Indie Rock  
**Discovery** Emerging Hip-Hop & Stars  
**Discovery** A Spectrum of Emerging New Rock  
**Discovery** New & Emerging Singer-Songwriters  
**Discovery** Emerging R&B and Hip-Hop Music  
**Discovery** New Emerging Country Music  
**Discovery** Alternative Country Music  
**Discovery** New Emerging Alternative Music  
**Discovery** New R&B Music & Emerging Artists  
**Discovery** New Dance Music from BPM  
**Discovery** 34/7 Cover Songs  
**Discovery** Hip-Hop New Emerging Music  
**Discovery** New Emerging Songs from Hits  
**Discovery** Down-tempo Reggae

## SONGS FOR SUPER FANS

**Deep Cuts** The Depths of '90s New Wave  
**Deep Cuts** Deep Cassette Era Classic Rock  
**Deep Cuts** Deeper '90s/2000s Hip-Hop/R&B  
**Deep Cuts** Deeper Hair Band Rock Tracks  
**Indie 1.0** First-generation Indie Rock  
**Deep Cuts** The Depth of '90s Alternative Rock  
**Deep Cuts** The Depth of New Hard Rock  
**Deep Cuts** Deeper Hard/Heavy Classic Rock  
**Deep Cuts** Deeper '90s/'00s Country  
**Deep Cuts** Live Classic Rock  
**EM** Emo, Screamers & Pop Punk  
**LOFT** Eclectic Rock  
**Village** Folk Then and Now  
**Deep Cuts** The Depth of the Bridge  
**Deep Cuts** Deeper '90s/2000s Hard Rock  
**Deep Cuts** Deeper '70s/'80s Soft Rock

## TOP HITS

**Top 100** Classic Alternative/New Wave Top 100  
**Top 100** Alternative Rock Hits from the 2000s  
**Top 100** Alternative Rock New & Recent Hits  
**Top 100** '70s & '80s Rock Top 100  
**Top 100** '60s & '70s Rock Top 100  
**Top 100** '90s/2000s Hip-Hop/R&B Top 100  
**Top 100** '80s Hair Band Top 100  
**Top 100** Hip-Hop New & Recent Hits  
**Top 100** Classic Reggae Top 100  
**Top 100** '90s Alternative & Grunge Top 100  
**Top 100** Hard Rock New & Recent Hits  
**Top 100** Rockin' Pop Hits from the 2000s  
**Top 100** 2000s Pop Top 100  
**Top 100** '80s & '90s Country Top 100  
**Top 100** Adult Rock New & Recent Hits  
**Top 100** New and Recent R&B/Hip-Hop Hits  
**Top 100** Country New & Recent Hits  
**Top 100** '90s & 2000s Hard Rock Top 100  
**Top 100** 2000s Country Top 100

## ICONIC ARTISTS

**Armin** Tactics & Progressive Hits  
**Armin** Contemporary West Africa Pop Music  
**Armin** Soca Rhythms of the Caribbean  
**Armin** All Live Music  
**Armin** Grateful Dead Studio and Live Albums  
**Armin** The Coolest Songs in the World!  
**Armin** Mainstream & Underground Gems  
**Armin** Clean Hip-Hop for Families  
**Armin** Nonstop Hip-Hop Music  
**Armin** Marky Ramone's Classic Punk  
**Armin** Miles Davis Music 34/7  
**Armin** Stewie Aoki's Favorite Remixed  
**Armin** An Audio Assistant of Rebel Anthems  
**Armin** Hidden Gems & Classic Hard Rock Cuts  
**Armin** Music from His Weekly Show  
**Armin** Music Taken from His Own Collection  
**Armin** Acoustic and Folk Troubadours  
**Armin** Tom Petty's Buried Treasures 34/7

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- Star** Discover new favorites and recommendations for music, talk, and sports
- Headphones** Hear the best podcasts curated for you, including exclusives and originals

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CHANNELS IN YOUR VEHICLE

POP

- 02 **101.5** Pop Hits, Now to Next
- 03 **UNWELL** Daddy's Unwell Soundtrack
- 04 **TIKTOK** Trending Sounds from TikTok
- 05 **POP** Today's Pop Music
- 06 **ROCKS** '90s & 2000s Pop/Rock Hits
- 07 **70.7** Pop Hits with American Top 40
- 08 **80.5** Pop Hits from the MTV Era
- 09 **90.5** Pop Hits from the '90s
- 10 **100.5** 2000s Pop Hits
- 11 **101.5** 2010s Pop Hits
- 12 **CLASSIC** Kelly's Handpicked Faves
- 13 **PATRIOTIC** Worldwide Rhythmic Hits
- 14 **LIFE** Your Personal Soundtrack
- 16 **blend** Nice & Easy 70s & '80s Pop
- 17 **the coffee house** Acoustic, Stripped Down Songs
- 72 **50 GOLD** '50s Pop, Rock & Doo-Wop Hits
- 73 **60s** All '60s Hits
- 76 **ELVIS** Elvis 24/7 Live from Graceland

303+ **pandora NOW** Pandora's Most Streamed Music

305+ **MOEAC** Reliving '90s & 2000s Pop

ROCK

- 18 **THE BEATLES** The Fab Four, 24/7
- 19 **BOB DYLAN** Bob's Music/Family Recordings
- 20 **E-STREET** Bruce Springsteen, 24/7
- 21 **ROCK** Maximum Rock & Soul
- 22 **PEARL JAM** Pearl Jam, 24/7
- 23 **GRATEFUL DEAD** Grateful Dead, 24/7
- 24 **RADIO MARGARITAVILLE** Escape to Margaritaville
- 25 **CLASSIC ROCK** '70s/'80s Classic Rock
- 26 **CLASSIC ROCK** '90s/'00s Classic Rock
- 27 **The Radio** Classic Rock Meets New Rock
- 28 **SPECTRUM** Classic Rock Meets New Rock
- 29 **PHISH** The Phish Universe on SiriusXM
- 30 **DAVE MATTHEWS BAND** 24/7 Dave Matthews Band
- 31 **TOM PETTY** Music from Rock Icon Tom Petty
- 32 **US** The Who's World of U2
- 33 **WAVE** Classic Alternative

- 34 **90s** '90s Alternative & Grunge Rock
- 35 **SIRIUS XMU** Indie & Beyond
- 36 **ALT** New Alternative
- 37 **DOCTANE** New Hard Rock
- 38 **HEAVY** Hard and Heavy Classic Rock
- 39 **HARD METAL** '80s Hair Metal & Glam
- 40 **HEAVY METAL** Heavy Metal
- 41 **90s** '90s & 2000s Hard Rock
- 306+ **DEEP** Deep Classic Album Rock
- 309+ **JAM** Jam Bands
- 311+ **YACHT ROCK** 70s/'80s Smooth-Sailing Soft Rock
- 312+ **BOB JOY** Bob Joy and Jon's Other Faves
- 313+ **ALT 2K** 2000s Alternative Rock
- 314+ **PUNK** Modern Punk Rock '90s to Now
- 315+ **WHOLE LOTTA** Whole Lotta R&B on SiriusXM

- 47 **HEARTS & SOUL** Adult R&B Hits
- 48 **Flow** R&B Hits from the 2000s
- 49 **GENEX** Hip-Hop Hits from the 2000s
- 50 **90s** '90s & 2000s Hip-Hop/R&B
- 51 **GROOVE** 70s/'80s R&B
- 74 **SOUL** Classic R&B Hosted by Smokey!
- 330+ **Silk** Smooth R&B Love Songs
- 332+ **REGGAE** Reggae, Dancehall & Afrobeats
- 333+ **REGGAE** Reggae, Dancehall & Afrobeats
- 334+ **REGGAE** Reggae, Dancehall & Afrobeats
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- 60 **GARRETT** Carrie Underwood's Own Channel
- 61 **WILLIE** Willie's Classic Country
- 62 **OUTLAW** Music That Won't Be Fenced In
- 63 **CHRIS STAPLETON** Chris Stapleton's Channel
- 77 **BLANGRASS** Blangrass, New and Classic
- 340+ **DWIGHT YOSKAM** Dwight Yoskam's Music Channel
- 350+ **COUNTRY BAR SONGS** Country Bar Songs
- 64 **XP PRAISE** Kirk Franklin's Gospel Channel
- 65 **message** Contemporary Christian
- 150 **ENTIREN** Moving, Harmony-driven Gospel
- 66 **WATER COLORS** Smooth and Contemporary Jazz
- 67 **Real Jazz** Classic Jazz
- 68 **spa** New Age
- 69 **SHOW TUNES** Show Tunes
- 70 **STANDARDS** Standards by Sinatra & More
- 71 **40s** '40s Pop Hits/Big Bands
- 75 **Blues, Past & Present** Blues, Past & Present
- 78 **Symphony Hall** Classical Music for Everyone
- 149 **Escape** Easy Listening

- FAMILY**
  - 133+ **Disney** Wonderful World of Disney Hits
  - 134 **KIDS** Kids' Music
  - 135 **KIDZBOP** Pop Hits Sung by Kids for Kids
  - 136+ **MOONBOP** Laugh, Learn, Grow with Moonbop
- LATINO**
  - 151+ **UNTO** Today's Latin Pop Hits
  - 152 **CALIENTE** Hot Latin Hits
  - 153+ **SONS** Today's Top Musica Mexicana
  - 154 **VIVO** Where Music is Born
  - 155 **Latin** Latin Sounds of Yesterday
- RELIGION**
  - 129 **CATHOLIC** Talk for Saints and Sinners
  - 130 **EVTVN** Solid Catholic Talk Not available on XM satellite
  - 131 **FamilyTalk** Christian Talk
  - 460+ **BILLY GRAHAM** Messages from Billy Graham
  - 140+ **CHRISTIAN** Christian Hip-Hop Music & Talk
  - 141 **HUR** HUR Voices, for the People
  - 142 **HECU** HBCU Excellence in Education
  - 143 **bvu** Together
  - 144+ **KOREAN** Korean Music and News
  - 145 **SAN RADIO** Sports and Entertainment Talk
  - 362+ **JAZZ** Your True R&B Experience!
- MORE**
  - X on XM & SiriusXM radios
  - on Sirius radios
  - on SiriusXM radios

- EVERY MAJOR SPORT**
  - 88 **NFL** 24/7 NFL Talk & Play-by-Play
  - 89 **MLB** 24/7 MLB® Talk & Play-by-Play
  - 86 **NBA** 24/7 NBA Talk & Play-by-Play
  - 90 **NASCAR** 24/7 NASCAR® Talk & Play-by-Play
  - 91 **NHL** 24/7 NHL® Talk & Play-by-Play
  - 92 **GOLF** 24/7 Golf Talk & Play-by-Play
  - 80 **ESPN** Sports Talk from ESPN
  - 81 **ESPN** Get Up!, First Take, and SportsCenter
  - 82 **CHRIS RUSSO** Chris Russo & More
  - 83 **FOX** The Hard/Undisputed/Big Ten
  - 84 **COLLEGE** College Sports Talk/Play-by-Play
  - 93 **NETFLIX** Netflix Standup & Talk
  - 94 **COMEDY GREATS** All-Time Greatest Comedians
  - 95 **COMEDY CENTRAL** Comedy Central Uncensored
  - 96 **STAND-UP** Stand-up Talk w/ Kevin Hart
  - 85 **SPORTS** Sports, Talk, News & Opinions
  - 67 **FANTASY** Fantasy Sports Talk
  - 156 **FIGHT** Combat Sports Talk
  - 157 **FC** Soccer Talk & Play-by-Play
  - 158 **VSN** Sports Betting Talk 24/7
  - 159 **SPORTS** Sports Gaming Information
  - 370+ **ESPN** ESPN Podcasts
  - 371+ **ACC** 24/7 ACC Talk & Play-by-Play
  - 372+ **BIG** 24/7 Big Ten Talk & Play-by-Play
  - 374+ **SEC** 24/7 SEC Talk & Play-by-Play
  - 375+ **ESPN** Sports Talk, Rich Eisen

- COMEDY**
  - 97 **JEFF & KELLY** Great American Comedy
  - 98 **Pure** It's Comedy For Everyone
  - 99 **RAW** The Best Uncensored Comedy
  - 168 **COMEDY CLUB** Premier Destination for Comedy

- HOWARD STERN**
  - 100 **STERN** The Howard Stern Show
  - 101 **STERN** The World of Howard Stern
  - 102 **ANDY** Andy Cohen & Pop Culture
  - 103 **ROBERTS** Roberts/Sonday/Bennington
  - 104 **CONAN** Conan O'Brien Radio on SiriusXM
  - 107+ **DATELINE** Listen to Dateline, 24/7
  - 108 **TODAY** The TODAY Show - On The Go
  - 109 **STARS** SiriusXM's Biggest Stars
  - 110 **DOCTOR** Real Doctors, Real People
  - 111 **TRIMPH** Megyn Kelly, Dr. Laura & More
  - 128 **JOEL** Messages of Hope
  - 132 **BUSINESS** Your Business, Money and Life
  - 146 **ROAD DOG** Trucking Talk
  - 148 **CLASSIC** Classic Radio Dramas & Comedy
- NEWS/PUBLIC RADIO**
  - 112 **CNBC** CNBC Simulcast
  - 113 **FOX** FOX Business Simulcast
  - 114 **FOX** FOX News Simulcast
  - 115 **FOX** FOX News Headlines, 24/7
  - 116 **CNN** CNN Simulcast
  - 117 **HLN** HLN Simulcast
  - 118 **MSNBC** MSNBC Simulcast
  - 120 **World** World News
  - 124 **POLITICS** Politics from All Perspectives
  - 125 **PATRIOT** Conservative Talk
  - 121 **Bloomberg** Business News
  - 122 **NPR** NPR News & Conversation
  - 123 **PRX** Independent Public Radio for available on Sirius satellite
  - 147 **WEST** Agriculture/Western Lifestyle
  - 169 **CBC** Canada's #1 Radio News Source
  - 453+ **OH** CNN & HLN Original Series
  - 454+ **OH** News from Around the World
  - 455+ **SPAN** C-SPAN Simulcast
  - 126 **URBAN** Talk that Empowers
  - 127 **PROGRESSIVE** Progressive Politics

For the latest schedules visit [siriusxm.com/channels](http://siriusxm.com/channels)

All Music Plan add-ons available for purchase:  
 Talk package News package Sports package  
 Effective Date: 3/18/25  
 001-CRM-10-PT-NASC-3-25

XL May include frequent explicit language or mature programming. Call SiriusXM Listener Care at 1-800-867-2346 and ask about Family Friendly plans.  
 All fees, content and features are subject to change. Satellite and streaming lineups vary.  
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25-3503-WK-ChannelGuide-3-25\_PREP25.indd 2



File Name: 02\_25-3503-WK-ChannelGuide-3-25.inx  
 Offset: x -0.5 y -0.5 Size: 16.75 x 8.5  
 Rotation: 0 CCW



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4/8/25 10:26 AM

CONFIDENTIAL

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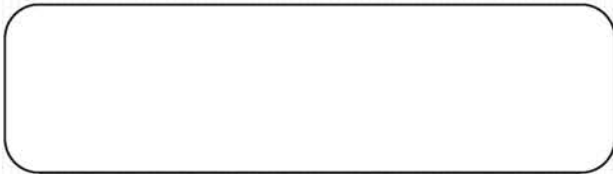


**SiriusXM**

P.O. Box 30  
Pewaukee, WI 53072

**Electronic Service Requested**

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**IMPORTANT INFORMATION**  
About the **SiriusXM Service**  
in **Your Vehicle.**

SXM-CRM-OE-WK-STD-E-12-24



**5127154**  
**ER5126895**

PROOF DATE: 03/04/25	FORM NUMBER: SXM-CRM-OE-WK-STD-E-12-24	CLIENT: QUAD GRAPHICS	QTY: 5,000,000	CSR: T. BOCCIA
ENV. SIZE/STYLE: 4-1/8" x 9-1/2" OSSS	TOOLING/DIE: 072.01/72	PAPER: 24#WW	INK/COLORS: BLACK & PMS 293 2/0	
WINDOW #1: 1-1/4" x 4-1/2" L: 7/8" B: 1-1/8"	WINDOW #2: N/A	WINDOW #3: N/A		
APPROVED: AS IS <input type="checkbox"/>	WITH CHANGES <input type="checkbox"/>	CORRECT & RE-PROOF <input type="checkbox"/>	BY:	DATE:
<b>NOTES: FLEXO THE FACE; FULL GUM</b>			(EXACT REPEAT OF 5126895)	<b>GROOVED</b>
<b>ATTENTION:</b> THIS PROOF IS FOR COLOR SEPARATION, COPY AND PLACEMENT ONLY. YOUR APPROVAL INSTRUCTS US TO PROCEED WITH THIS PROJECT AS-IS PER YOUR SIGNED REQUEST; OR AS SPECIFICALLY INDICATED BY THE "APPROVED WITH CHANGES" INFORMATION FURNISHED BY YOU ABOVE.				

RADIO ID (ESN): 9999999999  
ACCOUNT #: 9999999999  
VEHICLE: 2025 Toyota Crown Signia  
TRIAL END DATE: August 16, 2025

4921 0 1 P1 1  
Archive Record  
123 Main Street  
New York, NY 12345



# YOU'VE GOT THE GREATEST SIRIUSXM EXPERIENCE EVER

Start enjoying these great benefits with your trial subscription.

Archive Record,

Welcome! **You've got a 3-month trial subscription — it's already on and waiting for you in your new Toyota Crown Signia.** You also have access to our SiriusXM app to enjoy your favorites from connected devices.

Listen to new music, talk, comedy, sports and more — we update our programming daily. Get closer to the artists you love with live interviews and artist channels. Enjoy unlimited access to our podcast library of diverse voices. Flip this letter over, or see the enclosed channel guide, for help finding new listening you'll love.

Plus, we've got an incredible offer for you. It won't start until after your 3-month trial ends.

## GET 3 MORE MONTHS OF THE ALL ACCESS PLAN FOR ONLY \$2

See **Offer Details** below.



**SCAN QR CODE**  
**VISIT** [siriusxm.com/access23](http://siriusxm.com/access23)  
**CALL** 1-855-706-6186

### SEE REVERSE FOR IMPORTANT INFORMATION ABOUT YOUR TRIAL SUBSCRIPTION

**OFFER DETAILS:** Subscribe to the All Access plan and pay \$2 for your first 3 months. Credit card required. After your promotional term ends, your plan will **AUTOMATICALLY RENEW** every month and you will be charged at then-current rates (currently \$24.98/month), unless and until you cancel. Applicable tax and fees may apply. There are no refunds except as provided in our Customer Agreement. Cancel at least 24 hours prior to renewal; cancellation is effective at the end of your current billing period. **Please see our Customer Agreement and Privacy Policy at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel, which includes online methods or calling us at 1-866-635-2349.** All fees, content and features are subject to change. This offer cannot be combined with any other and may be modified or terminated at any time. Channel lineup varies by package. Offer available to new subscribers and qualifying ESN/Device IDs as determined solely by SiriusXM.

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SXM-CRM-LH-360L-WK-6-24

SXM\_WK\_AA\_R\_RTP

1



### NEW CONTENT DAILY

We like to keep things fresh, so we're always adding something new. Enjoy new music, talk, comedy, sports and more.

2



### APP ONLY EXCLUSIVES

Unlock even more exclusive content on the SiriusXM app.

3



### EXCLUSIVE EVENTS

Access live concerts, intimate studio performances, sporting events and way more.

4



### SIRIUSXM ORIGINALS

Get original content you can only find on SiriusXM, like Life with John Mayer and Smith Sisters Live.

5



### HEAR THE LATEST TRENDS

Stay in the know with the latest and greatest content before it becomes mainstream, with TikTok Radio, Pandora Now and more.



















OEM\_NEW\_WK\_FTT\_RTP-1



## Archive Record,

We have hundreds of channels packed with ad-free music — plus live sports, news and entertainment. Listen in your Toyota, and stream on the SiriusXM app. **Here are some we recommend just for you.**

### MUSIC

- |    |   |  |    |   |  |
|----|---|--|----|---|--|
| 2  |    | SiriusXM Hits 1 - Pop hits, now to next          | 26 |    | Classic Vinyl - '60s/'70s Classic Rock         |
| 5  |    | The Pulse - Today's pop music                    | 27 |    | The Bridge - Mellow Classic Rock               |
| 7  |    | 70s on 7 - '70s Pop Hits                         | 56 |    | The Highway - Next Generation Country Music    |
| 8  |   | '80s on 8 - Pop hits from the MTV era            | 58 |    | Prime Country - '80s/'90s Country Hits         |
| 9  |  | '90s on 9 - Pop hits from the '90s               | 59 |   | No Shoes Radio - Kenny Chesney's Music Channel |
| 10 |  | Pop2K - 2000s pop hits                           | 61 |  | Willie's Roadhouse - Willie's Classic Country  |
| 16 |  | The Blend - Nice & easy '70s & '80s pop          | 62 |  | Outlaw Country - Music That Won't Be Fenced In |
| 17 |  | The Coffee House - Acoustic, Stripped Down Songs | 73 |  | '60s Gold - All '60s hits                      |
| 18 |  | The Beatles Channel - The Fab Four, 24/8         |    |   |  |
| 25 |  | Classic Rewind - '70s/'80s Classic Rock          |    |   |  |

**XL** May include frequent explicit language or mature programming. **AOO** Available Online Only

### IMPORTANT INFORMATION ABOUT YOUR TRIAL SUBSCRIPTION

**Subscription Details** — Your trial subscription began the day you took delivery of your vehicle. See our Customer Agreement (enclosed) which governs your trial subscription. Access it anytime at [www.siriusxm.com](http://www.siriusxm.com).

**How We Communicate** — SiriusXM may contact you by mail, phone or email to discuss subscription options. If you have a preference for how we contact you, go to [www.siriusxm.com/myaccount](http://www.siriusxm.com/myaccount) to set up and manage your contact preferences.

**What Happens at the End of Your Trial Subscription** — The SiriusXM service(s) in your new vehicle will automatically stop on the date your trial ends, unless you choose to subscribe before that date. If you do not wish to enjoy your trial subscription, you can end your trial at any time by calling 1.866.635.2349.

# **EXHIBIT B**



# CUSTOMER AGREEMENT — PLEASE READ

Last Updated: June 5, 2025

This Customer Agreement (this “**Agreement**”) between you (“**Subscriber**,” “**you**” or “**your**”) and Sirius XM Radio LLC (the “**Company**,” “**us**,” “**our**” or “**we**”) applies to your paid, trial, advertising-supported or other subscription (“**Subscription**”) to our satellite radio service (“**Satellite Radio**”), our streaming service (“**Streaming**”), and any other service we offer, such as our traffic, weather (including marine and aviation), data and infotainment services (collectively referred to as “**Service(s)**”). If you purchase or activate a Subscription through a third party (such as through Google, Apple, Roku, T-Mobile, or another seller of the Services)(each an “**External Service**”), then you will also be subject to their terms.

For details on **How To Cancel** and when your cancellation will be effective, see Sections 3 and 4 below.

Our Privacy Policy governs the treatment by us of information that we collect when you use the Services, our apps or websites (the “**Site**”) and can be found at [siriusxm.com/privacy](https://siriusxm.com/privacy).

**FOR NON-SELF ACTIVATED TRIAL OR EXTENDED SERVICE SUBSCRIPTIONS INCLUDED WITH A VEHICLE PURCHASE: THIS AGREEMENT WILL BE DEEMED BINDING ON YOU IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS AGREEMENT OR THIRTY (30) DAYS FROM THE DAY YOU ARE ABLE TO USE OUR SERVICE, WHICHEVER IS SOONER.**

**FOR SELF-ACTIVATED TRIAL AND PAID SUBSCRIPTIONS: IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS AGREEMENT OR FROM THE DAY YOU ARE ABLE TO USE OUR SERVICE, WHICHEVER IS SOONER, THIS AGREEMENT WILL BE LEGALLY BINDING ON YOU.**

**ANY DISPUTE BETWEEN US, UNLESS PROVIDED OTHERWISE HEREIN, WILL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS OUTLINED IN SECTION 13 BELOW. YOU ARE WAIVING YOUR RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY.**

**1. YOUR RELATIONSHIP WITH US & MANAGING YOUR COMMUNICATION PREFERENCES:** Your purchase or activation of a Subscription to any of our Services, whether directly or through a third party; your purchase or lease of a vehicle which includes a Subscription to our Services; or any other transaction with, or inquiry to, us or a third party relating to Subscriptions and/or our Services establishes a business relationship with us. You may be contacted by us (or on our behalf) via mail, email, phone, or other means. Log in to your online account to manage your contact preferences or call us at 1-877-447-0011 or visit [siriusxm.com/help/manage-contact-preferences](https://siriusxm.com/help/manage-contact-preferences) for help. For information on our Do Not Call Policy visit [siriusxm.com/do-not-call](https://siriusxm.com/do-not-call).

## 2. SUBSCRIPTIONS

a. **PLANS:** Subscriptions are available in a variety of service tiers and packages and we refer to them in this

Agreement as "**Plans.**" Payment options vary by Plan. We reserve the right to change, rearrange, add, or delete content on the Service or in any Plan at any time, without notice. Further, we may modify, offer additional, or cease offering certain Plans or offers at any time, including adjusting pricing for any Plan, fees or components thereof, or modifying the availability of or eligibility requirements for certain Plans. We reserve the right to migrate you to another Plan at any time. Promotional offers and certain Plans may be subject to additional terms and eligibility requirements as set out in our offer details. Eligibility for a particular Plan or price does not guarantee its future availability to you, its transferability, or your eligibility for it on other radios or Subscriptions.

b. **AUTOMATIC RENEWAL:** Unless otherwise stated in the offer terms, a paid Subscription Plan, including those starting with a free period, will automatically renew for additional like periods (monthly, quarterly, annually) or other length described in our offer (each a "**Subscription Period**"), until cancelled. When you subscribe and provide a payment method, you authorize us to charge your payment method at the start of your subscription (or following any free period) and on an ongoing basis at the rates in effect at the time of each renewal, plus applicable fees and taxes without further notice to you (except as required by applicable law). We may, at our option, process your renewal on a month-to-month basis or, if you are on Plan with a multi-year renewal term, we may reduce the renewal term. **See Section 3 for details on Cancellation, Changes to Your Plan and Refund Policy and Section 4 for How To Cancel.**

c. **TRIAL SUBSCRIPTIONS & EXTENDED SERVICE SUBSCRIPTIONS INCLUDED WITH A VEHICLE**

**PURCHASE:** Subscriptions that are included with the purchase or lease of a vehicle do not automatically renew. Your service will stop at the end of the stated subscription term or your sale and/or transfer of the vehicle, whichever occurs first. THESE SUBSCRIPTION PLANS ARE NOT TRANSFERABLE TO ANOTHER RADIO/VEHICLE, ARE NOT REDEEMABLE FOR CASH OR CREDIT AND ARE NOT ELIGIBLE FOR REFUND, and the provisions in this Agreement concerning purchase, billing and refunds do not apply to these Subscriptions. Your purchase of a Subscription through an automaker or an automotive dealer is also subject to that entity's terms of sale. If you wish to turn off the service in your vehicle you may follow the instructions as set forth in Section 4(a) below as if the subscription was purchased directly through us.

**3. CANCELLATION, CHANGES TO YOUR PLAN AND REFUND POLICY**

a. **Your Right to Cancel:** You may cancel your Subscription purchased directly from us, including any free trial period. **You must cancel at least 24 hours before your upcoming renewal date to avoid being automatically renewed and charged for a new Subscription Period.** See Section 4 below for How to Cancel. The effective date of your cancellation depends on the Service you are subscribed to as described below in Sections 3(b) for Audio Subscriptions and 3(c) for Aviation, Marine, Infotainment and Commercial Fleet Subscriptions. Cancellations within a free trial period may become effective immediately.

b. **Audio Subscriptions Cancellation and Plan Changes**

**Audio Subscriptions Are Non-Refundable:** When you cancel an Audio Subscription, you are only cancelling future charges associated with your Subscription. Your cancellation will become effective at the end of your current Subscription Period (i.e., billing cycle), and no refunds or credits will be given for any partial period, except as provided below or as required by law.

**Monthly Billed Audio Plans:** If you cancel a monthly billed Subscription within seven (7) days of the start date of your Subscription, your Subscription will terminate immediately and any fees paid are eligible for a pro-rata refund, if requested. This 7-day right to cancel does not apply to subsequent monthly renewals. Cancellations after this 7-day period will be effective at the end of your current Subscription Period and

any fees paid are **non-refundable**. Changes you make to your Plan will be effective at the end of your current Subscription Period, except for Service level upgrades (i.e., additional programming or listening options), in which case we will charge you the difference or apply a non-refundable credit toward your future renewal charges.

**Non-Monthly Billed Audio Plans:** These are Subscriptions that renew and bill for periods longer than one month, e.g. quarterly or annually billed Plans. If you cancel a non-monthly billed Subscription within thirty (30) days of the start of your Subscription or each subsequent renewal charge, your Subscription will terminate immediately and fees paid for that Subscription Period are eligible for a pro-rata refund, if requested. Cancellations or changes (excluding upgrades) to your Plan requested after this 30-day period will be effective at the end of your current (free or paid) Subscription Period and any fees paid are **non-refundable**. Service level upgrades (i.e., additional programming or listening options) will be applied upon request, in which case we will charge you any difference or apply a non-refundable credit toward your future renewal charges.

Audio Plans that include listening entitlements for a vehicle/satellite radio: Selling, losing, trading in your vehicle or not using the Service (or any part thereof) does not cancel your Subscription. You can transfer your Service to another vehicle, excluding plans set forth in Section 2(c) above. If you don't have another vehicle, you can continue listening through the Streaming Service. No refunds or credits will be given if you don't have an activated vehicle on your Plan or if you don't use the Service. If we need to deactivate the Service in your vehicle and are unable to keep your Streaming Service on, we will cancel your Subscription and issue a pro-rata refund for any remaining pre-paid time. References to "vehicle" in this Agreement includes standalone satellite capable radios. See Section 2(c) for terms that apply to Trial Subscriptions and Extended Service Subscriptions included with a vehicle purchase.

**c. Aviation, Marine, Infotainment & Commercial Fleet:**

Unless otherwise stated in the Offer Details for your Plan, cancellation or changes for these Plans will be effective on the date we receive your request, or a later date that you accept or request. We will refund amounts paid in advance, on a pro-rata basis, less any applicable fees, unless stated otherwise in the specific offer that you accepted. If you change your Plan, we will charge you the difference and if the new fee is less than the fee you already paid for your current Plan, you may request the credit to remain on your account to be automatically applied to your future charges. Where a promotional offer is provided, other terms may apply.

**d. Cancellations By Us:**

We may cancel your Subscription if you fail to pay for your Subscription, breach this Agreement, or for any other reason in our sole discretion. **IF YOUR SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY FEES YOU MAY INCUR OR MAY HAVE INCURRED.** We reserve the right to pursue any amounts you fail to pay or that arise in connection with our collection efforts, including bank overdraft fees and collections fees. No refunds will be given if your Subscription is suspended or where certain features are temporarily or permanently unavailable. If we need to deactivate the Service on your vehicle and cannot keep your Streaming Service on, we will cancel your subscription and issue a pro-rata refund for any remaining pre-paid time.

e. To the extent we issue any refund or credit on a non-refundable plan (other than as set forth in this Agreement) or provide a discount or other consideration to any subscriber, we do so only as an

accommodation and at our sole discretion. If we do this for any reason it does not mean we are obligated to do so again, even in the same circumstance.

#### 4. HOW TO CANCEL

##### a. If you purchased your Subscription directly from us:

All Subscriptions may be cancelled by **phone** or **online chat** as follows:

Audio/Infotainment: 1-866-635-2349	Monday-Sunday 8 am - 8 pm ET
Aviation/Marine: 1-800-985-9200	Monday-Sunday 8 am- 8 pm ET
Online Chat: <a href="https://siriusxm.com/contactus">siriusxm.com/contactus</a>	24 hours / 7 days a week

In certain circumstances or where required by law, you may be permitted to cancel through other means. Contact hours subject to change without notice. Please visit '**Contact Us**' on [siriusxm.com](https://siriusxm.com) for the most up-to-date hours.

Streaming (App-Only) Subscription through [siriusxm.com](https://siriusxm.com) may be cancelled any time (except for scheduled or emergency maintenance) by logging into your online account at [siriusxm.com/myaccount](https://siriusxm.com/myaccount) and following the cancellation instructions.

Podcast+ Subscriptions powered by Supporting Cast can be cancelled via your Podcast+ online account at [siriusxm.supportingcast.fm/account](https://siriusxm.supportingcast.fm/account). See Section 7(e) below if you purchased a Podcast+ subscription through Apple Podcasts.

**You must cancel at least 24 hours before your upcoming renewal date to avoid being automatically renewed and charged for a new Subscription Period.**

Uninstalling our app, selling or trading in your vehicle, or not using the Service (or any part thereof) does not cancel your Subscription. If you have multiple Subscriptions, your cancellation of one Subscription will not result in the cancellation of other Subscriptions, unless you take action to do so.

**b. If you purchased a Subscription not from us but instead through an External Service.** You must manage and cancel your Subscription directly with that External Service. See Section 7(e) below for more information.

#### 5. RIGHT TO TRANSFER A SUBSCRIPTION

a. Paid Subscription Plans purchased directly from us are generally transferable to another inactive radio and may be subject to the payment of a transfer fee. Subscriptions are not transferable to another person. See Section 2(c) above for exceptions.

b. As a courtesy, and solely if we receive records that your vehicle has been sold/traded, we may automatically transfer your Subscription to your new vehicle. We will provide written notice of this transfer.

#### 6. CHANGES

a. **Price Changes:** We may change the rates of your Subscription from time to time. We will let you know the date on which any change will be effective. If you do not accept the change in pricing, you have the right to reject the change by cancelling your Subscription prior to the change taking effect. Changes in pricing will take effect at the start of your next Subscription Period following the date of the price change. Applicable taxes may vary depending on the jurisdiction. Advance notice will not be provided in the event of pricing or

fee changes that have no impact on your total price, or any changes in applicable taxes. If you have purchased your Subscription through an External Service, price changes will be subject to its terms and conditions.

**b. Changes To These Terms:** We reserve the right to change this Agreement at any time. Any changes will be effective upon posting of the revisions at [siriusxm.com](https://siriusxm.com) and our app(s) the date of which is reflected in the date last updated. If you access the Service through a mobile device or our 360L radios, such changes may also be communicated through updated versions of the Service software, which you consent to receive without further notice. If we make material changes to the Agreement, we will notify existing active Subscribers at the email address last on file. You agree that such updated Agreement will be effective either thirty (30) days after dispatch of our notice to you (or at a later time that we identify in the notice) or posting of the changes, except for changes that relate to new features or for legal reasons, which will become effective immediately. **Your continued use of the service after that date will constitute your affirmative acceptance of such changes.** If you do not agree to any change to this Agreement, you must cancel your Subscription(s) as set forth in Section 4 and discontinue using the Service.

## 7. SERVICE SPECIFIC TERMS

**a. Multiple Subscriptions:** We may offer discounts and reduced rates for accounts with multiple qualifying Subscriptions. We may terminate or discontinue future availability of this discount at any time in our sole discretion.

**b. Lifetime Subscription Plan:** This plan is no longer for sale. Lifetime Subscriptions are not transferable from one person to another and are non-refundable. You may transfer an active Lifetime Subscription to another radio an unlimited number of times for a \$35 transfer fee, and the transfer must be effectuated on the Site.

**c. Business Subscriptions:** For information about Sirius XM Music for Business, visit [siriusxm.com/siriusxmforbusiness](https://siriusxm.com/siriusxmforbusiness). For information on Commercial Truck and Auto Fleet Plans visit [siriusxmfleet.com](https://siriusxmfleet.com).

**d. Free Access Subscription Plan:** The 'Free Access Plan' is our free advertising supported Subscription. You agree that in our sole discretion and without further notice to you, we may activate or reactivate your vehicle radio at no charge to you after your Trial or paid Subscription ends. Use of the Service during any free listening is subject to the terms of this Agreement. The Service will continue until: (i) you or we cancel this Plan; (ii) your radio is transferred; or (iii) you purchase a Subscription. The content available may differ depending on the capabilities of your radio and this Plan is not available on all radios. If this Free Access Plan has been activated on your radio and you wish to cancel it, you may cancel as set forth in Section 4. You may request at any time that your radio not be activated by SiriusXM with this Plan after your Trial or paid Subscription ends by mailing a letter to Sirius XM Care, PO Box 33174, Detroit, MI 48232, Attention: No Free Access Subscription. In your letter include: (1) your first and last name; (2) email address; (3) postal address; (4) Vehicle Radio ID/ESN; and (5) indicate that you do not want the Free Access Plan.

**e. Subscriptions Purchased Through An External Service:** If you purchase or enroll in a Subscription (excluding Extended Service Plan Subscriptions) through an External Service: (i) your Subscription account is managed by and your payments will be processed and collected by the External Service, not us; (ii) the External Service will charge you on a recurring basis in accordance with the Plan selected, and its fees, refund and credit policies and cancellation requirements may differ from those available directly from us; and (iii) any questions related to your Subscription including payments, renewals, pricing, refunds or

cancellation, must be made to the External Service directly. Subscriptions purchased through an External Service cannot be added or transferred to any account you may otherwise have directly with us, and such Subscriptions will not qualify for discounts or account features we offer. If you purchase a Subscription directly from us and you previously purchased a Subscription from an External Service, you must cancel your Subscription managed by that External Service in order to avoid duplicate charges. **If you purchased your Subscription through an External Service, you must cancel directly with such External Service.** You are responsible for reviewing and complying all terms and policies provided by the External Service before purchase. The External Service will be solely responsible for all communications with you regarding your Subscription account. The External Service will not provide technical support for the Service or respond to Service product claims and will not be responsible for any product or intellectual property claims associated with the Service. App Store (iOS) subscribers: You agree that Apple, and its subsidiaries, are third party beneficiaries of this Customer Agreement. Upon your acceptance to this Agreement, Apple will have the right (and be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

f. **Co-Promotional Offers and Bundle Plans:** Our Service may be offered with third-party products, services or sold as part of a bundle with other products or services (a “**Co-Promotion**”). We are not responsible for the products and services provided by third parties. By participating in a Co-Promotion, you agree that your contact information (e.g., name, email, phone, address) may be provided to third parties providing such Co-Promotional service. A bundle provides access to additional products and services- including third party offerings- as part of a single package and price. For most bundle plans you will access each service separately and will be required to register with each service provider. If all services in the bundle are billed by SiriusXM, you will manage your subscription directly with us. If access to SiriusXM is offered as part of a bundle billed by another party, this Agreement will govern your use of the SiriusXM Service portion of the bundle and any third-party subscriptions, products and services will be governed by the terms of use issued by those third parties.

g. **Free Listening:** You agree that in our sole discretion and without further notice to you, we may offer you periodic free listening periods and limited time free channels on inactive radios. Some older Sirius satellite radios may not be capable of receiving the free listening. We may also offer free trials to both our Satellite and Streaming Services. Access to any free service or trial is subject to radio capability and your eligibility as determined solely by us. Use of the Service during any free listening is subject to the terms of this Agreement.

**8. FINANCIAL MATTERS:** If you purchase a paid Subscription, you agree to pay us in advance as follows:

a. **Subscription Billing Payments**

i. **Card Billing:** You may pay by credit card, debit card, a SiriusXM® Prepaid Service card or gift card. Your card will be charged on the day you select the Subscription (or after any free period) and the day of each renewal according to the recurring billing plan you accepted. The timing of your billing may change as a result of a problem with your payment method, changes you make to your Subscription, Service suspension or where in the month you start your billing cycle. If your payment method details change or are due to expire, you agree we may obtain updated information regarding your selected payment method as made available by your financial institution or through a card updater service. For recurring payments, a gift card issuer may not permit you to use gift cards. Using a prepaid service or gift card may require a valid credit or debit card on your account for your future recurring charges. When you update your payment method in your account, you authorize us to charge the updated payment method for your Subscription.

ii. **Invoice Billing:** Invoice billing is not available for all Plans. If available, invoice is available by email (an “e-bill”) and in limited instances by mail (a “paper invoice”). You may be charged an Invoice Administration Fee for paper invoices. To make payment, write your SiriusXM Account Number on your paper check and mail it to the address on your invoice. You may also pay online with a credit or debit card by logging into your account. If you choose an e-bill you will receive an email with a link to your online account where you can view your e-bill and make your payment with a credit or debit card or via ACH payment (electronic debit from your account) as available. There is no Invoice Administration fee charged with an e-bill.

b. **Payments & Late Fees:** All payments must be made in U.S. Dollars. If you do not pay your balance, we will deactivate your Subscription for non-payment and charge a late fee. If you choose to reactivate your Subscription we may charge you an activation fee, and we will apply payments first to any past due amounts and then to your current and future obligations. For unpaid amounts, we reserve the right to retry your payment method which, if successful, will keep your Subscription active and it will continue to automatically renew.

c. **Taxes:** All amounts charged to your account may be subject to tax, which will vary according to the address on your account. You are responsible for keeping your account information up to date.

d. **Fees:** We may charge you one or more of the fees below, all of which are subject to change without notice. We reserve the right to waive any of these fees at our discretion.

- **Activation Fee:** For each radio on your account, we may charge you a fee to activate, reactivate, upgrade or modify your Service.
- **U.S. Music Royalty Fee:** Plans which include music channels may be charged a U.S. Music Royalty Fee. See [siriusxm.com/usmusicroyalty](https://siriusxm.com/usmusicroyalty).
- **Invoice Administration Fee:** If you request paper invoices, we may charge you an administration fee on each paper invoice rendered, except where prohibited.
- **Late Fee:** If payment is not received in a timely manner, we may charge you a late fee. This fee is not an interest charge, finance charge, or other charge of a similar nature.
- **Returned Payment Fee:** If any financial institution refuses to honor your payment, we may charge you a fee. This fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.
- **A La Carte Channel Change Fee:** If you have an "A La Carte" Plan, for each subsequent transaction to change your initial channel selections, you may be charged a fee.
- **Transfer Fee:** If you transfer a Subscription from one radio to another you may be charged a transfer fee.
- **Cancellation Fee:** Cancellation fees or early termination fees may be charged in connection with certain offers. Any applicable cancellation fees will be disclosed in the offer details for that offer.

e. **Billing Disputes:** If you purchased your Subscription directly with us and you have a question about your bill, call us or chat with us as provided in Section 4 above. If you wish to contact us by mail, write to: Sirius XM Care, PO Box 33174, Detroit, MI 48232. “Attention: Listener Care” for Audio/Infotainment and for Aviation and Marine Services, please note, “Attention: AV+MAR Care.” Please include the following information in your letter: Your name, service address, account number, and the details of your question. **If you wish to dispute any charge, you must contact us within thirty (30) days after the date of the charge in question. OTHERWISE, YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.**

f. **Service Credits:** Service credits applied as an accommodation are non-refundable and non-transferable and will expire upon termination of your Subscription.

g. **Authorization Hold:** When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. This is not a charge, and your card issuer determines the length of time the pre-authorization is held.

## 9. USE OF SERVICE

a. **Eligibility:** You must be at least 18 years old to purchase a Subscription.

b. **Service Area:** We offer the Satellite Radio Service in the 48 contiguous United States and the District of Columbia. Our Satellite Radio Service is also available in Puerto Rico (with coverage limitations and limited to capable receivers). The Streaming Service area includes our Satellite Radio Service area and Alaska and Hawaii. The Satellite Radio Service and Streaming Service areas are collectively referred to as the "**Service Area**". Our aviation and marine weather Services are available in the 48 contiguous United States including D.C. and its coastal waters as well as Southern Canada. Our other Services, including traffic and weather services, are not available in all markets in the Service Area. Visit [siriusxm.com/FAQs](https://siriusxm.com/FAQs) for more information.

c. **Streaming Service:** You may use the Streaming Service on one device at a time per Subscription or entitlement, unless otherwise provided. Some Plans may enable you to stream our content simultaneously to multiple devices within your household up to the stated limit set forth for such Plan. Simultaneous streaming is subject to limitations, and we may change the maximum number of simultaneous streams per Plan, account or household and/or impose limits on the number of devices that you may use to access the Service at any time. Any manipulation of the Service or "spoofing" of a web device or any other activities undertaken to deliver a false geographical location or any other false information to our servers is a violation of this Agreement. You are responsible for any costs associated with your Internet service. We may modify access or disable features, including for security reasons, to limit account sharing outside your household or where we determine in our sole discretion that there has been misuse of your account, and block future access to the Service. A "**household**" means devices associated with your primary residence that are used by you and other individuals that also reside at that address.

d. **Personal Use of the Service:** The Service is provided only for your personal, non-commercial enjoyment and may not be shared beyond your household. You may not make commercial use (except as provided in Section 7(c)) or record (except as permitted in Section 9 (e)), charge admission for listening to or distribute playlists of our programming or otherwise sell access to your account. Should your username and/or password be lost or stolen, go to [siriusxm.com/myaccount](https://siriusxm.com/myaccount) to change it immediately. You agree that we do not have any responsibility if you lose or share access to your account. You are solely responsible for all use of your account, including the use of your account by other members of your household.

e. **Recorded Content:** Certain types of radios have the ability to record programming transmitted over the Service ("**Recorded Content**"). Subject to applicable laws, you may access such Recorded Content only as long as you pay your Subscription. We reserve the right to change, reduce, eliminate or charge a fee for this and/or any related functionality.

f. **Service Interruptions:** The Service may be unavailable or interrupted for a variety of reasons, many of which we cannot control, including disruptions to the Internet.

g. **Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental Control:** You assume the entire risk related to your use of the Service. The traffic, weather, marine weather, aviation weather, fish mapping and other content and emergency alert information and data on the Service is not for "safety for life," but is merely advisory in nature. You should not rely on such information in any aircraft, sea craft,

automobile, or any other usage, including disease or diagnosis. We are not responsible for any errors or inaccuracies in information provided over the Service or its use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find offensive or inappropriate.

**h. Service Suspension:** Subscribers may request that their paid Subscription be temporarily suspended one time in any calendar year for a duration of up to six months. Suspended Subscriptions will receive no Service, accrue no Subscription fees, and be charged no fees to restore service to active status, provided that service is restored within the six-months. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the date the paid Subscription was suspended. If you requested a service suspension while in a promotional period, this suspension will not change the end date of your promotional period. We reserve the right to discontinue this feature at any time. Service suspension is not available on Streaming (app only) Audio Plans.

**i. Service Updates:** We reserve the right to automatically update the Service and related software. These updates may happen in the background at any time (and they cannot be disabled by you). By using the Service, you hereby agree to receive such updates.

**j. User Code of Conduct:** You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on the Service. You are prohibited from using any services or facilities provided in connection with the Service to compromise security or tamper with system resources and/or accounts. If we believe that you have engaged in any of the fraudulent, deceptive or malicious activity in connection with your use of the Service, we reserve the right to take any action to remedy such activity, including termination of your account and other legal or corrective action.

**k. Technology:** You agree not to copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology, data or content stored or incorporated in any radios, our apps, equipment or software used to receive the Service.

**l. AI Matters:** You may not use services or technologies that are labeled or described as including, using, powered by, or being a machine learning or Artificial Intelligence ("AI") system to discover any underlying components of our models, algorithms, metadata and systems. You may not use web scraping, web harvesting, or web data extraction methods to extract data from our Services. You may not use our Services, or data from our Services, to create, train, or improve (directly or indirectly) any AI service. Our Service contains copyrighted material, including material we have created and materials we have licensed from third parties. Any use of copyrighted material, including use in connection with artificial intelligence or machine intelligence technologies or services or the creation of AI-trained content, is prohibited without a license from the applicable rightsholders. As part of providing our Service, we may process and store inputs to the Service as well as output from the Service, for several purposes, including improving our Services, providing and assisting in providing customer service, and monitoring for and preventing abusive or harmful uses or outputs of the Service. You are solely responsible for responding to any third-party claims regarding your use of the Services in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to content output associated with your use of the Services).

**m. User Submissions and Appearances:** We are free to use and sublicense any comments, information, ideas, concepts, reviews, or techniques, or any other material including your name, likeness, personality, voice, and any other materials or information you provide to us or contained in any communication you may send or direct to us ("**Feedback**") in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

n. **Login, Authentication and Important Account Notifications:** We may use pre-recorded calls and text messages for authentication, login, account recovery and other important account related messages. By providing a phone number when you sign-up or otherwise adding a number to your account, you are expressly consenting to receive text messages or pre-recorded calls to that number from us (or one of our service providers), that may be sent using an automatic telephone dialing system or other automated system, for these account related purposes. The frequency of these messages will vary based on how you use the Service. Replying "STOP" to any of these messages will not add your number to our Do Not Call list for marketing-related communications. You must separately add your number to our Do Not Call List at [siriusxm.com/do-not-call](https://www.siriusxm.com/do-not-call) if you do not wish to receive marketing related calls or text messages.

o. **Your Use of Third-Party Services to Manage Your Subscription:** Some third parties offer or represent that they can assist you in managing various aspects of your Subscription, including cancellation or changing your service plan. For your protection and ours, we reserve the right to not engage with such entities and communicate only with you, the authorized subscriber, regarding your account. We do not agree to engage with any person, robot, AI tool or other automated technology deployed by such third party and are not responsible for any changes they make to your account or the failure of such service to complete a transaction on your account. To the extent any third-party claims to be your authorized representative, we may, in our sole discretion, request proof of such authorization in writing from you before engaging with such third party.

## 10. RADIOS AND OTHER EQUIPMENT

a. **Authorized Equipment:** We are not liable for any damage to your personal or real property, including your vehicle, home or other property, resulting from installation or use of any radio or accessories.

b. **Radio Entitlements:** A separate Subscription or entitlement is required for each radio.

c. **For Customers Using Certain 360L Equipment; Your Relationship with the Wireless Service Provider:** Certain radios and equipment that receive our 360L service may be sold or provided with wireless Internet service by a telecommunications carrier arranged by us or by a third party, such as an automaker. Our "360L" service refers to the service we provide to radios utilizing a combination of our satellite network and a wireless Internet connection. Certain features and/or content may not be available unless an active data connection is enabled in the vehicle or on the device. Content may vary between our Satellite and Streaming Services and by Plan. Subscribers that receive our 360L service with wireless Internet service by a telecommunications carrier arranged by us or a third party: (1) have no contractual relationship with the underlying wireless service carrier for your 360L service; (2) are not a third party beneficiary of any agreement with that wireless service provider; (3) agree that the wireless service provider has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) acknowledge that data transmissions and messages may be delayed, deleted or not delivered, and 911 or similar emergency calls may not be completed; and (5) understand that such wireless service provider does not guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service. In cases where the wireless Internet service is not arranged by us or a third party, you are responsible for your wireless service connection and for all related service charges. Use of 360L service in a vehicle may be subject to acceptance of additional automaker terms and conditions.

**11. OUR CONTENT:** All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content available on the Site or included in the Service (collectively, the "Content"), and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the

Content are owned by us or are the property of our licensors and suppliers who have given us permission to use it. Neither your access to and use of the Service or our apps, nor does this Agreement grant you any right, title or interest or license in or to any such Content, and you may not use such Content without the express written permission of the owner(s).

## 12. LIMITATION OF LIABILITY

a. **Disclaimers:** ALL OF OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CONTENT AVAILABILITY, QUALITY AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

b. **Limitations of Liability:** IN NO EVENT ARE WE OR ANY THIRD PARTY, INCLUDING ANY EXTERNAL SERVICE, LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSSES RELATING TO: (A) THE PURCHASE, USE OR LOSS OF USE OF ANY RADIO, EQUIPMENT OR SERVICE, (B) YOUR USE OF THE SITE OR OUR APPS, OR FROM ANY CONTENT POSTED ON THE SITE BY US OR ANYONE ELSE, OR (C) LOSS OR CORRUPTION OF DATA, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND COMPANY'S AFFILIATES OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE COMPANY, AND/OR ITS AFFILIATES, EXCEED THE PRICE PAID BY YOU TO THE COMPANY OR YOUR EXTERNAL SERVICE PROVIDER FOR THE MOST RECENT SIX MONTHS OF SERVICE IMMEDIATELY PRIOR TO THE SPECIFIC EVENT WHICH GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.

c. **State Law:** SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

d. **Miscellaneous:** UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

e. **Indemnification:** EXCEPT FOR OUR WILLFUL MISCONDUCT, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS SUBSIDIARIES, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS AND SERVICE PROVIDERS ("**INDEMNIFIED PARTIES**") FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), WHETHER IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, OUR APPS, OR THE SITE, AND ANY BREACH OF THIS AGREEMENT OR APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION INCLUDES THE ACTS OR OMISSIONS OF ANYONE ACCESSING THE SERVICE, WITH OR WITHOUT YOUR PERMISSION.

## 13. RESOLVING DISPUTES

**PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY. THESE DISPUTE RESOLUTIONS PROVISIONS PROVIDE THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE HEREBY WAIVING THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR, OR A PANEL OF ARBITRATORS, INSTEAD OF A JUDGE OR JURY.**

THESE DISPUTE RESOLUTION PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Any legal or equitable claim relating to the Service, the Site, your Subscription, or this Agreement (a "**Claim**") will be resolved as follows:

**a. Mandatory Pre-Arbitration Notice and Informal Claim Resolution Procedures:** To initiate an informal resolution to a Claim, the initiating party must send a written dispute notice to the other party by first class United States mail. If you initiate a Claim, send notice to Sirius XM Radio LLC, 1221 Avenue of the Americas, 35<sup>th</sup> Floor, New York, NY 10020, Attention: General Counsel. If we initiate a Claim, we will send our notice to the billing address on file with us. Neither of us may start a formal proceeding (except for Claims described in Section 13(e) below) for at least sixty (60) days after one of us notifies the other of a Claim in writing. Any notice must include (i) the claimant's name, address, phone number, email address and, if applicable, SiriusXM account number; (ii) description of the nature and basis of the Claim; (iii) relevant facts regarding the Claim; (iv) a description of the nature and basis of the specific relief sought, including damages sought, if any, and a detailed calculation for them; and (v) a personally signed statement from the claimant (or a corporate representative if the claimant is Sirius XM) (and not their counsel, agent or other representative) verifying the accuracy of the contents of the notice. Such informal resolution request must be made individually and must concern only the initiating party's dispute and no other person's dispute.

After receipt of a completed dispute notice, the parties shall engage in a good faith effort to resolve the dispute for a period of sixty (60) days. If we and you do not reach an agreement to resolve the issues identified in the notice within sixty (60) days after the completed notice is received, you or we may commence an arbitration proceeding or a small claims court proceeding (if permitted by small claims court rules).

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures section is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this Section 13(a). All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and we have a meaningful opportunity to resolve disputes informally.

If any aspect of these requirements has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration administrator may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without completion of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures. If the arbitration is already pending, it shall be administratively closed. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures in arbitration.

**b. Formal Resolution:** If we cannot resolve a Claim informally, then the Claims shall be resolved, upon election by either party, exclusively and finally by binding arbitration. Any demand for arbitration under this

Agreement shall be made before the applicable statute of limitations to a Claim(s) has run.

**You and the Company agree that any issues concerning: (i) the arbitrability of any Claim; (ii) whether these arbitration provisions are unenforceable, unconscionable, applicable, valid, void or voidable; or (iii) the interpretation of this Agreement, including its arbitration provisions, will, in the first instance, be delegated to the arbitrator. However, any challenge to the validity or effect of the Class Action Waiver in paragraph (k) of this Section must be decided by a court. For the avoidance of doubt, an arbitrator will decide in the first instance whether a party is seeking the kind of individual public injunctive relief permitted by paragraph (k) of this Section.**

The party initiating arbitration must follow the rules and procedures of the American Arbitration Association (“AAA”) in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. You may obtain copies of the current rules, forms and instructions for initiating an arbitration by contacting:

American Arbitration Association  
1633 Broadway, 10th Floor  
New York, NY 10019  
Web site: [www.adr.org](http://www.adr.org)

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), and not by any state law concerning arbitration.

You and we agree that the party initiating arbitration must submit a certification that they (i) have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements contained in Section 13(a); and (ii) are a party to this agreement to arbitrate enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented).

**c. Confidentiality:** Upon either party’s request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

**d. Arbitration Relief:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, including a Claim for public injunctive relief brought in an individual capacity, and only to the extent necessary to provide relief warranted by that party’s individual Claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise or as provided in this arbitration agreement, the arbitrator may not consolidate more than one person’s Claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; or consolidation are found to be unenforceable with respect to a particular Claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular Claim), then the parties agree such a Claim or request for relief shall be decided by a court

of competent jurisdiction in accordance with Section 14(d), after all other arbitrable Claims and requests for relief are arbitrated.

You agree that any arbitrations between you and the Company will be subject to the Dispute Resolution Provisions in this Section 13 and not to any prior arbitration agreement you had with Company.

e. **Exceptions:** Notwithstanding the foregoing, any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. §605, the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, or a violation of our intellectual property rights may be decided only by a court of competent jurisdiction.

f. **Small Claims:** Instead of proceeding to arbitration, either you or we have the option to pursue a Claim in small claims court (or the equivalent) so long as the Claim 1) remains in that court, 2) is made solely on our behalf (if brought by us) or on your behalf, and 3) does not seek damages or other monetary relief in excess of \$5,000. However, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

g. **Arbitration Costs:** Whoever files the arbitration pays the initial filing fee. Except for Mass Arbitrations (see paragraph (i) below), if there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. Each party will bear the expense of its own attorneys, experts, witnesses, and other expenses, regardless of which party prevails. If the arbitrator finds that either party's Claim or the relief sought in the demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the other party will have the right to recover its attorneys' fees and expenses, including arbitration fees.

h. **Opt-out of Arbitration:** You may elect to exclude yourself from the agreement to arbitrate by sending a letter (an "**Opt-Out Notice**") by first class United States mail to Sirius XM Radio LLC, 1221 Avenue of the Americas, 35<sup>th</sup> Floor, New York, NY 10020; Attention: General Counsel: Arbitration Opt-Out for Subscription Services. The Opt-Out Notice must include: (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; (5) your Radio ID/ESN (if your Subscription is for vehicle or portable radio); (6) Vehicle Identification Number (if your Subscription is for a vehicle radio); and (7) a clear statement that you do not wish to resolve disputes with us through arbitration. You must personally sign the Opt-Out Notice (and not your counsel, an agent or other representative).

The Opt-Out Notice must be received no later than thirty (30) days from the date of purchase or the start of your Subscription, whichever comes first. You must submit a separate Opt-Out Notice for each of your Subscriptions. All other terms of this Agreement will continue to apply to your use of the Service and your Subscription, and this Agreement including the requirement to participate in Informal Dispute Resolution (Section 13 (a)), the Class Action Waiver (Section 13 (k)), and the Applicable Law provision (Section 14(d)). If you do not timely opt out of this agreement to arbitrate, such action shall constitute mutual acceptance of these arbitration terms. Opting out of these arbitration terms has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

i. **Special Procedures for Mass Arbitration:** If twenty-five (25) or more similar Claims are asserted against us by or through the same or coordinated counsel or are otherwise coordinated, then the resolution of your dispute will be subject to these Special Procedures for Mass Arbitration. These Special Procedures for Mass Arbitration will apply whether or not such Claims are filed simultaneously. You also agree to the following coordinated bellwether process and application of the AAA Multiple Consumer Case Filing Fee Schedule and the AAA Mass Arbitration Supplementary Rules.

Counsel for the claimants and counsel for us shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The parties may, but are not required to, agree in writing to modify the number of cases to be included in the bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this provision.

In the bellwether process, a single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the bellwether process unless the parties agree otherwise. These bellwether Claims will be resolved within one-hundred and twenty (120) days of the initial pre-hearing conference.

After decisions have been rendered in the first twenty (20) cases, we and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the bellwether cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process.

After decisions have been rendered in the second group of twenty (20) cases, we and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the decided bellwether cases; if a global settlement cannot be reached in the second mediation, the parties also may discuss with the mediator the process for resolving the remaining cases with the benefit of the decisions in the first two (2) rounds of bellwether cases; the parties are not required to agree to any modifications to the process set forth herein.

Following the second global mediation, you or we may separately or by agreement, opt out of arbitration and elect to have your Claim heard in court consistent with this Agreement. You may opt out of arbitration by providing an Opt-Out Notice in accordance with Section 13(h), except this notice shall be provided within thirty (30) days after the conclusion of the second global mediation. We may opt your Claim out of arbitration by sending an individual notice of our intention to opt out to your counsel, signed by a corporate representative and sent by first class United States Mail within fourteen (14) days of the expiration of your thirty (30) day period to opt out.

Absent a settlement or agreement to modify the procedure for arbitrating the remaining cases (to the extent you or we have not opted-out), in order to increase the efficiency of administration and resolution of any remaining arbitrations, the arbitration provider shall: (i) administer the arbitration demands in batches of fifty (50) demands (to be randomly selected unless otherwise agreed by the parties) per batch (to the extent there are fewer than fifty (50) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one (1) arbitrator for each batch; (iii) provide for a single filing fee due per side per batch; and (iv) not administer more than five (5) batches at any given time.

You agree to cooperate in good faith with us and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of Claims, including the payment of single filing and administrative fees for batches of Claims. This "Batch Arbitration" provision shall in no way be interpreted as authorizing class arbitration of any kind. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected for inclusion in a batch pursuant to this provision.

We do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated Claims under any circumstances, except as set forth in this Section 13(i).

The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this Section 13(i) from the time these Special Procedures for Mass Arbitration are triggered until the time your Claim is selected to proceed, withdrawn, opted-out of these Special Procedures for Mass Arbitration or otherwise resolved.

A court shall have authority to enforce this Section 13(i) and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against us.

**j. Injunctive Relief:** The provisions of this Section 13 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to our intellectual property rights, our operations, and/or our Services.

**k. Class Actions and Severability:** You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation (to the extent you elect to Opt-Out of Arbitration) ("**Class Action Waiver**"). There shall be no right or authority for any claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, as a private attorney general, or other Subscribers, or other persons similarly situated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. This paragraph shall be known as the "Class Action Waiver."

The Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or cannot be enforced, then the parties' agreement to arbitrate (except for this sentence) shall be null and void, subject to the right to appeal any limitation or invalidation of the Class Action Waiver. If this entire agreement to arbitrate is determined to be null and void, then the parties agree that any actions shall be brought in the State or Federal courts of New York, New York.

**l. Binding Effect:** In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged, as set forth in the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

**m. Amendments:** No amendment to this Agreement will retroactively modify the parties' agreed-to dispute resolution provisions of this Agreement for then-pending disputes, unless the parties expressly agree otherwise in writing. For the avoidance of doubt, "then-pending disputes" means any legal action filed before any court or tribunal (such as the American Arbitration Association) prior to the effective date of the amendment.

## 14. MISCELLANEOUS

**a. Notices:** Notices to you will be deemed given when deposited in the mail, when sent to the last email address on file with us, in-app or radio receiver display notification, by posting on Site, or by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or a voice mail system at your phone number on record with us. Notices may be included in statements or other communications to you. You agree that any notices or other communications that we provide to you electronically or by telephone will satisfy any legal communication requirements, including that such communications be in writing. **Specifically, renewal notices, price changes and updates to this**

**Agreement will be sent to your last email address on file.** You are responsible for maintaining the accuracy of your account information. Your notices to us will be deemed given when we receive them at the telephone number or, in writing at the postal address, in Section 8(e) above. All bankruptcy notices are to be sent in writing to the mailing address in Section 8(e).

b. **California Residents:** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding this Site or our Services, please contact us as provided in Section 4 or write to us as set forth in Section 8(e) above. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

c. **Full Agreement:** This Agreement constitutes the entire agreement between us concerning your access to and use of the Service, our apps, or the Site and may be modified by the unilateral amendment of this Agreement and the posting by us of such amended version. This Agreement supersedes any previous agreements. With the exception of the Class Action Waiver in Section 13(k), if any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of this Agreement will remain enforceable. Any specific terms that expressly or by their nature survive termination shall continue thereafter until fully performed. A waiver of any terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. If you are referencing a printed version of this Agreement, please be aware the terms of this Agreement posted on our Site at [siriusxm.com/customer-agreement](https://www.siriusxm.com/customer-agreement) govern, and you should consult the website for the most up-to-date applicable version.

d. **Applicable Law:** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, without regard to conflict of law principals. Any dispute that is not subject to arbitration as set forth in Section 13 of this Agreement or any issues involving the arbitrability or enforcement of any provision under Section 13 shall be brought in the appropriate state or federal court located in New York County, NY and we and you each irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, NY for the adjudication of all non-arbitral claims other than those brought in small claims court in accordance with Section 13(f).

**THANK YOU FOR CHOOSING SIRIUSXM.**

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# **EXHIBIT C**

3.5
3.825
3.75
3.75

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Welcome to the trial subscription included with your newly purchased or leased vehicle. It started the day you drove off the lot, so go ahead and enjoy! As a subscriber, you'll receive a Welcome Kit in the mail or by email with more information about your trial subscription, some helpful hints, and your **Customer Agreement**, which governs your trial subscription and use of the service.\*


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NON 360L	<b>SiriusXM</b>	Job#: <b>24-8342</b>	Bleed: 8.25" x 14.875"	Date:	Shipping:
	Desc: <b>GBI - 360L TEMPLATE - ATLAS BRO OUTSIDE SPREAD</b>	PPM: John Corrigan	Trim: 8" x 14.625"	Due Date:	
	CW: Emily Chan	Safety: 7.75" x 14.375"	Fold: 8" x 3.75"	ROSTR:	
	PROD: Emily Chan	Quantity: 0	Ink: 4C	DEPT:	
	DGNR:	Stock: 100% Gloss Text Fold, Die Cut.	Requester is responsible for final proofreading, specs, sizes, brand and legal approvals.	INVOICE to:	
		<b>QUESTIONS?</b> John Corrigan john.corrigan@siriusxm.com 212-901-6536 Betsy Borbusa betsy.borbusa@siriusxm.com 212-901-6722			

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- Customized Artist Stations based on your favorite artists

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**Update URL**

**Update SXM Code**

**360L**

**SiriusXM**

Job#: **24-8342**

Desc: **GBI - 360L TEMPLATE - ATLAS BRO OUTSIDE SPREAD**

PPH: John Corrigan

CW:

PROD: Emily Chan

DGMR:

Bleed: 8.25" x 14.875"

Trim: 8" x 14.625"

Safety: 7.75" x 14.375"

Fold: 8" x 3.75"

Quantity: 0

Ink: 4C

Stock: 100# Gloss Text Fold, Die Cut.

Date:

Due Date:

ROSTR:

DEPT:

Invoice to:

Shipping:

**REQUESTOR IS RESPONSIBLE FOR FINAL PROOFREADING, SPECS, SIZES, BRAND AND LEGAL APPROVALS.**

**QUESTIONS?** John Corrigan john.corrigan@siriusxm.com 212-901-6536  
Betsy Borbusa betsy.borbusa@siriusxm.com 212-901-6722

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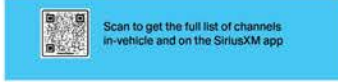
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24-8342-GB Template Update 6-PR.indd 3

SiriusXM	Job#:	24-8342	Bleed:	8.25" x 14.875"	Date:		Shipping:	
	Desc:	GBI - 360L TEMPLATE - ATLAS BRO INSIDE SPREAD	Trim:	8" x 14.625"	Due Date:			
	PP:	John Corrigan	Safety:	7.75" x 14.375"	ROSTR:			
	CM:		Fold:	8" x 3.75"	DEPT:			
	PROD:	Emily Chan	Quantity:	0	Invoice to:			
	DGNr:		Ink:	4C	REQUESTER IS RESPONSIBLE FOR FINAL PROOFREADING, SPECS, SIZES, BRAND AND LEGAL APPROVALS.			
			Stock:	100F Gloss Text Foli, Die Cut,				
			QUESTIONS?		John Corrigan john.corrigan@siriusxm.com 212-901-6536 Betsy Borbus betsy.borbus@siriusxm.com 212-901-6722			



9/16/24 3:00 PM

# **EXHIBIT D**

**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

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release, dated September 26, 2025 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation.<sup>1</sup> Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement [Dkt.       ].

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<sup>1</sup> Plaintiff Keith Sadauskas voluntarily dismissed his claims against the defendant on January 10, 2024 [Dkt. 19]. 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.

2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, the Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declarations of counsel. [Dkt.       .] Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

**PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class as defined in the Settlement Agreement:

All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, (2) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and (3) the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call.

All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, and (2) where such calls were received after the person asked to register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

Excluded from the Settlement Class are: any employees, officers, directors of the Defendant, and attorneys appearing in this case, and any judge assigned to hear this action, and their immediate family and staff.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Settlement Class is comprised of millions of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy

8. The Court hereby appoints Plaintiffs Julie Campbell, Diana Bickford and Kerrie Mulholland as the class representatives for the Settlement Class. The Court preliminarily finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

9. The Court preliminarily finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Jarrett L. Ellzey of Ellzey & Associates, PLLC; Daniel M. Hutchinson of Lief Cabraser Heimann & Bernstein, LLP; Mason A. Barney of Siri & Glimstad LLP, and Carl R. Draper of Feldman Wasser Draper & Cox.

The preliminary certification, preliminary findings, and appointments in Paragraphs 5-9 and shall be vacated if the Settlement is terminated or if for any reason the Effective Date therein does not occur.

**NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Angeion Group as the Settlement Administrator. Angeion Group shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement. Class Counsel are hereby authorized to retain Angeion Group to supervise and administer the notice procedure in connection with the proposed Settlement, as well as to process Claims.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable law and rules. The notice program provides the best notice practicable under the circumstances. It is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency and nature of this Litigation, the scope of the Settlement Class, the terms and effect of the Settlement Agreement (including the Releases to be provided thereunder), the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and their right to appear at the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order. The parties, by agreement, may revise all Individual and Publication Notices in ways that are not material, and/or in ways that are appropriate to update those documents for purposes of accuracy and clarity, and may adjust the layout of those documents for purposes of accuracy and clarity, and may adjust the layout of the document for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms

of the proposed Settlement, including the Releases provided for therein, based solely upon the contention or proof that such Settlement Class Member failed to receive adequate or actual notice.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of class notice and claim form attached as Exhibits E and F to the Settlement Agreement.

14. All reasonable costs incurred in notifying Settlement Class Members of the Settlement as well as in administering the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

15. When paid, the Settlement Fund shall be deemed and considered *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

16. The Settlement Administrator is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes and Tax Expenses owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

#### **PARTICIPATION IN THE SETTLEMENT**

17. Settlement Class Members who wish to participate in the Settlement must complete and submit a Claim Form in accordance with the instructions contained therein. Notwithstanding the foregoing, the Parties may, at their discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Settlement Fund. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his or her Claim and the subject matter of the Settlement.

Any Settlement Class Member who does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his or her right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Litigation relating thereto, including, without limitation, the Order and Final Judgment and the Releases provided for therein; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Released Parties, as more fully described in the Settlement Agreement and Class Notice.

#### **EXCLUSION AND OBJECTIONS**

18. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator by personally completing and mailing 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; and (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. The Settlement Administrator shall promptly inform Sirius XM’s counsel and Class Counsel in writing of any Successful Opt-Outs.

19. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his or her right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the

provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Order and Final Judgment and the Releases provided for therein; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against any of the Released Parties, as more fully described in the Settlement Agreement and Notice.

20. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by [REDACTED] (30 days prior to the Final Approval Hearing), which must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and 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.

21. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the

Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

**FINAL APPROVAL HEARING**

22. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in United States District Court, Central District of Illinois, 318 U.S. Courthouse, 210 S. Vine Street, Urbana, Illinois 61802, or as otherwise ordered. If this date or time changes, Class Counsel shall instruct the Settlement Administrator to post the updated date and time on the Settlement website.

23. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of Plaintiff as class representative should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Awards sought for Plaintiff should be granted; (g) any other matters that properly may be brought before the Court in connection with the Settlement, and (h) a final judgment dismissing this action with prejudice against Defendant should be entered, substantially in the form attached as Exhibit [G] to the Settlement Agreement.

Any Settlement Class Member who does not request exclusion from the Settlement Class and wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, within the time set by the Court, submit a written objection in the manner set forth in paragraph [20] above, 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 fourteen (14) days prior to the Final Approval Hearing. Any Class Member who wishes to appear at the Final Approval Hearing must provide dates at least seven (7) 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. 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 the procedure in this Order, the individual or publication notices, and any other order by the Court, shall be barred from appearing at the Final Approval Hearing

24. Any Settlement Class Member who does not make his or her objection in the manner provided herein shall be deemed to have waived his or her right to object to any aspect of the proposed Settlement Agreement and Class Counsel's motion for an award of attorneys' fees, costs and other expenses (including a Service Award to the Named Plaintiff), and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement Agreement or the requested attorneys' fees, costs and other expenses, or from otherwise being heard concerning the Settlement Agreement or the requested attorneys' fees, costs and other expenses in this or any other proceeding.

25. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

26. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

27. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

28. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Colin S. Bruce  
UNITED STATES DISTRICT JUDGE

## SETTLEMENT TIMELINE

Event	Deadline
<b>Defendant to pay the Settlement Fund :</b>	The later of: (i) January 15, 2026, or (ii) ten (10) days following the Court's entry of the Preliminary Approval Order
<b>Settlement Website available for viewing</b>	The Settlement website shall be available for viewing as soon as practicable, and 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. The Settlement Website shall remain available for viewing at least until 270 days after Effective Date of the Settlement Agreement.
<b>Toll-Free Number to be Established and Operational</b>	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.
<b>The Parties Preparation of the Class Member List</b>	Substantial completion by November 19, 2025, fully completed by December 15, 2025.
<b>Class Counsel to deliver the Class Member List to the Settlement Administrator</b>	December 1, 2025, to be supplemented on, or before, December 16, 2025, to the extent necessary.
<b>Notice Program Begins (Email or Postcard Notice Sent)</b>	To commence fifteen (15) days following the Settlement Administrator's receipt of Class Member List from Class Counsel.

<b>Publication Notice Published</b>	Within thirty (30) days following the Settlement Administrator's receipt of the Class Member List from Class Counsel.
<b>Administrator to file proof of Notice Mailing/Emailing</b>	Within thirty (30) days after commencement of notice of the Class Member.
<b>Opt-Out Deadline</b>	No less than thirty (30) days before the date of the Final Approval Hearing,
<b>Objection Deadline</b>	No less than thirty (30) days prior to the date of the Final Approval Hearing,
<b>Settlement Administrator to Provide List of Successful Opt-Outs to Parties</b>	No later than twenty-one (21) days prior to the date of the Final Approval Hearing.
<b>Deadline to Submit Claim Forms</b>	No later than forty (40) days prior to Final Approval Hearing.
<b>Administrator to file proof of Settlement Website and Toll-Free Number</b>	No later than fifteen (15) days prior to the Final Approval Hearing.
<b>Deadline for filing Responses to Objections, if any</b>	No later than fourteen (14) days prior to Final Approval Hearing.
<b>Deadline for Filing Motion for Final Approval of Settlement (Including Application for Attorneys' Fees, Costs, and Service Award)</b>	Within at least fourteen (14) days prior to Final Approval Hearing (Copy of Motion to be provided to Defendant five business days prior to Deadline).
<b>Final Approval Hearing</b>	_____, 2025, at _____ am/pm. (at least one hundred twenty (120) days after CAFA Notice served) (Preferably the week of March 31, 2026, _____ or after).

SIGNED on \_\_\_\_\_, 2025

\_\_\_\_\_  
Hon. Colin Stirling Bruce

# **EXHIBIT E1**

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

---

«**FIRST NAME**» «**LAST NAME**»  
Notice ID: «**Notice ID**»  
Confirmation Code: «**Confirmation Code**»

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

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

*A federal court has authorized this Notice. You are not being sued.*

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

A Settlement has been reached in a class action lawsuit claiming that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM's Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.

**Who is Included?** All natural persons in the United States who received more than one telephone solicitation call in a 12-month period between April 27, 2019, and October 31, 2025, on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, **and**:

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call; **or**
- b) where such calls were received after the person asked to register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

**What does the Settlement Provide?** The Settlement provides for the creation of a \$28 million Settlement Fund to pay members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs.

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

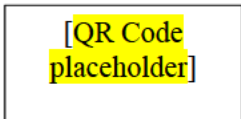
**SUBMIT YOUR CLAIM**

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

**The Lawyers Representing You:** The Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Lieff Cabraser Heimann & Bernstein, LLP, and Feldman Wasser Draper & Cox as Class Counsel to represent you and all Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Plaintiffs will request an award of attorneys' fees for Class Counsel of up to 33-1/3% of the Settlement Fund, and for reimbursement of their costs and other expenses up to \$300,000. Plaintiffs will post the Motion for Attorneys' Fees and costs on **www.SXMTCPASettlement.com** at least thirty (30) days prior to the opt-out and objection deadlines.

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

For more information, visit **www.SXMTCPASettlement.com**, call Toll-Free 1-**XXX-XXX-XXXX**, or scan the QR code below



*Unsubscribe*

# **EXHIBIT E2**

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT**

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

*A federal court has authorized this  
Notice. You are not being sued.*

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

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

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

[QR Code  
placeholder]

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

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»  
«CountryCd»

NOTICE ID: «NOTICE ID»  
Settlement Claim Form  
«FIRST NAME» «LAST NAME»  
«ADDRESS»  
«CITY» «STATE» «ZIP»

SXM TCPA

«BARCODE»

---

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

**\*Telephone Number:** «1-XXX-XXX-XXXX»

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

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

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

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

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

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

A Settlement has been reached in a class action lawsuit claiming that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM's Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.

**Who is Included?** All natural persons in the United States who received more than one telephone solicitation call in a 12-month period between April 27, 2019, and October 31, 2025, on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, **and:**

- a) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call; **or**
- b) where such calls were received after the person asked to register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

**What does the Settlement Provide?** The Settlement provides for the creation of a \$28 million Settlement Fund to pay members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs.

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

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

**The Lawyers Representing You:** The Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Lief Cabraser Heimann & Bernstein, LLP, and Feldman Wasser Draper & Cox as Class Counsel to represent you and all Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Plaintiffs will request an award of attorneys' fees for Class Counsel of up to 33-

1/3% of the Settlement Fund, and for reimbursement of their costs and other expenses up to \$300,000. Plaintiffs will post the Motion for Attorneys' Fees and costs on [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) at least thirty (30) days prior to the opt-out and objection deadlines.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[BRM  
placeholder]

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

# **EXHIBIT E3**

**Your claim must  
be submitted  
online or  
postmarked by:  
[DEADLINE]**

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

**SXM-CLAIM**

## GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you can submit your Claim Form online at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or mail your completed Claim Form to the Settlement Administrator at:

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

Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**. Alternatively, Claim Forms must be submitted online on or before **DATE**.

### The Settlement Class includes:

1. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, (2) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and (3) the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call.
2. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, and (2) where such calls were received after the person asked to register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

Excluded from the Settlement Class are any employees, officers, directors of the Defendant, and attorneys appearing in this case, and any judge assigned to hear this action, and their immediate family and staff.

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

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

**Your claim must be submitted online or postmarked by: DEADLINE**

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

**SXM-CLAIM**

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

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

--	--

**First Name**

**Last Name**

--

**Street Address**

--

**City**

--

**State**

--

**Zip Code**

--

**Email Address**

--

**Phone Number**

--

**Notice ID**

**II. TELEPHONE NUMBER**

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

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

**Telephone Number:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**III. PAYMENT SELECTION**

Select one of the following payment options:

PayPal     Venmo     Zelle     Virtual Prepaid Card     Check\*

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

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

**IV. CERTIFICATION & SIGNATURE**

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

_____ Signature	_____ Printed Name	_____ Date
--------------------	-----------------------	---------------

# **EXHIBIT F**

## Notice of \$28 million Proposed Class Action Settlement with Sirius XM

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

*A federal court has authorized this Notice. You are not being sued.*

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

- A Settlement has been reached in a class action lawsuit claiming that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM's Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.
- The Settlement provides for the creation of a \$28 million Settlement Fund to pay members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, and service awards for the Named Plaintiffs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue Sirius XM and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Sirius XM or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive a payment from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive a payment from this Settlement.
GO TO THE FINAL APPROVAL HEARING ON DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive a payment from the Settlement and you will give up your rights to sue Sirius XM and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement payments will be issued unless the Court approves the Settlement, and it becomes final.

Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

## BASIC INFORMATION

### 1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Campbell et al. v. Sirius XM Radio Inc.*, Case No. 2:22-cv-2261-CSB-EIL (the “Action”), in the United States District Court for the Central District of Illinois. The individuals who filed this lawsuit are called the “Named Plaintiffs” and the company they sued, Sirius XM Radio Inc., now known as Sirius XM Radio LLC, is called the “Defendant” or “Sirius XM.”

### 2. What is this lawsuit about?

On November 29, 2022, the Named Plaintiffs filed a putative class action complaint in the United States District Court for the Central District of Illinois, Urbana Division (the “Court”), against Sirius XM alleging that Sirius XM made telephone calls to persons registered on the National Do Not Call Registry or Sirius XM’s Internal Do Not Call Registry. Sirius XM denies any wrongdoing of any kind and the Court has not decided who is right. The Settlement allows Class Members to receive a cash payment.

### 3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Named Plaintiffs and Class Representatives in this case are Julie Campbell, Diana Bickford, and Kerrie Mulholland.

### 4. Why is there a Settlement?

The Named Plaintiffs and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Named Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Named Plaintiffs and all Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

The Settlement Class includes:

1. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, (2) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and (3) the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call.
2. All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, and (2) where such calls were received after the person asked to

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

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.

#### 6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from Settlement Class are any employees, officers, directors of the Defendant, and attorneys appearing in this case, and any judge assigned to hear this action, and their immediate family and staff.

#### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com), or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

## THE SETTLEMENT CLASS MEMBER BENEFITS

#### 8. What does the Settlement provide?

Under the Settlement, Sirius XM shall pay a non-reversionary sum of twenty-eight million (\$28,000,000.00) dollars (the "Settlement Fund"), from which cash payments to members of the Settlement Class, notice and administrative costs related to the Settlement, Class Counsels' attorneys' fees and expenses, costs, and service awards for the Named Plaintiffs will be paid.

#### 9. Are there other benefits included in the Settlement?

To the extent not presently utilized, Sirius XM shall implement the following business practices in connection with its outbound telemarketing activities in addition to the practices previously agreed upon in the *Buchanan* Settlement Agreement<sup>1</sup>:

- a) Sirius XM shall include in the letter accompanying its welcome kit an explanation of how Sirius XM communicates with consumers and shall provide notice that Sirius XM may call them regarding their service and trial or other subscription, a URL where they can manage their contact preferences, and an 800 number they can call for customer service.
- b) Sirius XM shall distribute up-to-date business compliance rules to its outbound telemarketing vendors. Such business compliance rules shall include (a) a requirement that telemarketing vendors scrub the names of consumers who Sirius XM has advised the telemarketing vendors have placed their names on Sirius XM's Do Not Call registry or whose names otherwise are required to be suppressed under applicable state law; (b) Sirius XM's policies regarding maximum number of calls to consumers for each of Sirius XM's marketing campaigns; and (c) Sirius XM's policies regarding daily calling windows.
- c) For the next three years following the Effective Date of the Settlement Agreement, Sirius XM or its designees shall use reasonably available technologies to review on a regular basis audio 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 the Settlement Agreement, Sirius XM shall continue to implement a two-way acceptance screen within the touchscreen In-Vehicle Infotainment device (or similar

<sup>1</sup> The Buchanan Settlement Agreement refers to the settlement agreement entered into in the litigation captioned: *Thomas Buchanan v. Sirius XM Radio Inc.*, No. 17-cv-728 (N. D. Tex.).

mechanism, such as via a mobile application) in order for a purchaser or lessee to initially access the Sirius XM radio service in all new purchased, used, or leased automobiles that include Sirius XM radio's enabled 360L technology.

To view the full Class Action Settlement Agreement and Release, visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).

#### 10. What am I giving up to receive a payment from the Settlement or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

#### 11. What are the Released Claims?

Released Claims includes any and all claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable or not capable of being known, (ii) those which are unknown but might be discovered or discoverable, and (iii) those accrued or unaccrued, matured or not matured, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, all from the beginning of the world until today, that arise out of or in any way relate or pertain to claims, no matter how styled, (a) that were asserted, or attempted to be asserted, or that could have been asserted in the *Campbell* Case, or (b) alleging a call to any landline, wireless, cell or mobile phone in violation of any do-not-call ("DNC") law, whether as a result of a request not to be called or otherwise, including but not limited to claims arising under or relating to (1) the TCPA or any similar state or federal law, (2) statutory or common law claims predicated upon any alleged violations of the TCPA or any similar state or federal law, and (3) statutory or common law claims predicated upon and/or arising from any call to any landline, wireless, cell or mobile phone by any or all of the Released Parties, including by any vendor retained by any of the Released Parties, following any request not to receive such a call.

More information about the Released Claims and Released Parties can be found in the Class Action Settlement Agreement and Release, available at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com).

### HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

#### 12. How do I make a claim to receive a Settlement Payment?

Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**. Class members can also complete and submit the Claim Form that was included with the notice that was mailed to them.

Class members can also request a Claim Form by calling toll-free 1-**XXX-XXX-XXXX** or by writing to the Settlement Administrator.

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

Email: **EMAIL**

#### 13. Where do I send my completed Claim Form?

Completed Claim Forms may be mailed to the Settlement Administrator at: SXM TCPA Settlement Administrator, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**.

**14. What happens if my contact information changes after I submit a claim?**

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

**15. When and how will I receive a payment from the Settlement?**

Payments to Class Members who submit a valid Claim Form will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any payments can be issued. Please be patient and check [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) for updates.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes, the Court has appointed the law firms of Ellzey & Associates, PLLC, Siri & Glimstad LLP, Lieff Cabraser Heimann & Bernstein, LLP, and Feldman Wasser Draper & Cox as Class Counsel to represent you and all Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

**17. How will Class Counsel be paid?**

Plaintiffs will request an award of attorneys' fees for Class Counsel of up to 33-1/3% of the Settlement Fund, and for reimbursement of their costs and other expenses up to \$300,000. Plaintiffs will post the Motion for Attorneys' Fees and costs on [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) at least thirty (30) days prior to the opt-out and objection deadlines.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

**18. How do I get out of the Settlement?**

The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member with respect to a claim or right such as those in the Case, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

No person shall purport to exercise any exclusion rights of any other person, or purport (i) to opt-out Class Members as a group, aggregate, or class involving more than one Class Member; or (ii) to opt-out more than one Class Member on a single paper, or as an agent or representative. **Any such purported opt-outs shall be void, and the Class Member(s) that is or are the subject of such purported opt-out shall be treated as a Class Member.**

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

SXM TCPA Settlement Administrator  
Attn: Exclusion Requests

Questions? Visit [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) or call toll-free [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

P.O. Box 58220  
Philadelphia, PA 19102

A request for exclusion that does not comply with all of the foregoing, that is not timely submitted or postmarked or that is sent to an address other than that listed above, shall be invalid and the person serving such request shall remain a member of the Settlement Class and be bound by this Agreement and the Release contained herein. If a Class Member submits both a request for exclusion form and a claim to the Settlement, the request for exclusion shall control, unless otherwise Ordered by the Court.

**19. If I exclude myself, can I still receive a payment from the Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a payment from the Settlement if you stay in the Settlement and submit a valid Claim Form.

**20. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

**21. How do I tell the Court that I do not like the Settlement?**

You can advise the Court you don't like the proposed Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject this Settlement.

Any Class Member who does not successfully opt-out of the Settlement and who wishes to object to the proposed Settlement must mail or hand-deliver written objections to the Settlement ("Objections") to Class Counsel and Sirius XM's counsel, at the addresses set forth below, and mail or hand-deliver the Objections simultaneously to the Court. Objections may be filed by counsel for a Class Member.

Each Objection must (i) set forth the Class Member's full name, current address, email address and telephone number, as well as the name, address, email address and telephone number of all attorneys representing the objector; (ii) identify the landline, wireless, cell or mobile telephone number of the Class Member that brings him or her within the scope of the Settlement Class; (iii) contain the Class Member's original signature or the signature of counsel for the Class Member; (iv) state that the Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) include a list of all cases, by name and case number, in which the objector and/or their counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the previous five (5) years; and (vii) provide copies of any documents that the Class Member wishes to submit in support of his/her position.

Any Class Member who does not submit a timely Objection in complete accordance with these instructions and otherwise as Ordered by the Court shall not be treated as having filed a valid Objection to the Settlement and shall lack standing and forever be barred from raising any objection to the Settlement and from seeking any adjudication or review of the Settlement by appeal or otherwise.

For an objection to be considered, it must be filed with the Court no later than **DEADLINE**, and simultaneously mailed or hand-delivered to Class Counsel and Sirius XM's counsel:

<b>Court</b>	<b>Sirius XM's Counsel</b>
Clerk of Court 218 U.S. Courthouse 201 S. Vine Street Urbana, IL 61802	Lee A. Armstrong <b>JONES DAY</b> 250 Vesey Street New York, NY 10281

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

Class Counsel			
Daniel Hutchinson <b>LIEFF CABRASER            HEIMANN &amp;            BERNSTEIN</b> 275 Battery Street, 29th Floor San Francisco, CA 94111-3339	Jarrett Ellzey <b>ELLZEY &amp;            ASSOCIATES, PLLC</b> 1105 Milford St, Houston, TX 77006	Mason Barney <b>SIRI &amp; GLIMSTAD            LLP</b> 200 Park Avenue, 17th Floor New York, NY 10016	Carl R. Draper <b>FELDMAN            WASSER DRAPER            &amp; COX</b> 1307 South 7 <sup>th</sup> Street Springfield, IL 62703

An objector is not required to attend the Final Approval Hearing. However, any Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must mail or hand-deliver to the Court a notice of appearance no later than **DEADLINE**.

## 22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

## 23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, and will decide on Class Counsel's application for an award of attorneys' fees and expenses, and Service Awards for the Named Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

## 24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

## 25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must mail or hand-deliver to the Court a notice of appearance (*see* Question 21). Your notice of appearance must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your notice of appearance must also include your attorney's name, address, and phone number.

## IF YOU DO NOTHING

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

This Settlement affects your legal rights even if you do nothing.  
 Questions? Go to [www.HNFTADataBreachSettlement.com](http://www.HNFTADataBreachSettlement.com) or call **1-888-888-8888**.

If you are a Class Member and you do nothing, you will not receive a payment from the Settlement. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

## GETTING MORE INFORMATION

### 27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.SXMTCPASettlement.com](http://www.SXMTCPASettlement.com). You may also contact the Settlement Administrator by mail or email:

Mail: SXM TCPA Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [Email Address](#)

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

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

# EXHIBIT G

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

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

Plaintiffs,

v.

SIRIUS XM RADIO, INC.,

Defendant.

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

**FINAL SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT DISMISSING  
ACTION WITH PREJUDICE**

The Court having held a Final Approval Hearing on \_\_\_\_\_, notice of the Final Approval Hearing having been duly given in accordance with this Court’s Order Granting Preliminary Approval of Class Action Settlement dated \_\_\_\_\_ (Dkt. \_\_\_\_ ) (the “Notice Order”), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Order and Final Judgment good cause appearing therefore,

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

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

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

(b) the Individual and Publication Notices attached as Exhibits \_\_\_\_ and \_\_\_\_ thereto, respectively, all of which were filed with the Court on \_\_\_\_\_.

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

All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, (2) where such calls were received more than 31 days after registering their telephone number with the National Do-Not-Call Registry, and (3) the person was not a self-paying Sirius XM subscriber at the time of the first call or before the start of the second call.

All natural persons in the United States: (1) who received more than one telephone solicitation call in a 12-month period between April 27, 2019 and October 31, 2025 on their landline, wireless, cell or mobile telephone numbers made by or on behalf of Sirius XM, and (2) where such calls were received after the person asked to register the landline, wireless, cell or mobile telephone number on which they received those telephone calls on Sirius XM's internal Do-Not-Call list.

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

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

5. Class Counsel. Jarrett L. Ellzey of Ellzey & Associates, PLLC; Daniel M. Hutchinson of Lieff Cabraser Heimann & Bernstein, LLP; Mason A. Barney of Siri & Glimstad LLP, and Carl R. Draper of Feldman Wasser Draper & Cox, are hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

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

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

8. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the

Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. Specifically, the Court finds that, pursuant to Rule 23(e)(2), (A) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys' fees and reimbursement of costs and other expenses, as well as the Service Award to the Settlement Class Representatives; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

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

10. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Final Judgment shall be forever binding on Defendant, Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form, seeks or obtains a distribution from the Settlement Fund, or objected to the Settlement), as well as their respective successors and assigns. The \_\_\_\_ persons listed on Exhibit I to the Declaration of \_\_\_\_\_ Regarding Notice Completion and Claims Adjudication (Dkt. \_\_\_\_ ) submitted timely and proper Requests for Exclusion, are excluded from the Settlement

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

11. Releases. The Releases set forth in Section 5 of the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Final Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, Plaintiffs and each and every member of the Settlement Class shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Final Order and Final Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Final Order and Final Judgment.

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

13. Attorneys' Fees, Litigation Expenses, and Service Award. The Court approves Class Counsel's application for \$\_\_\_\_\_ in attorneys' fees, \$\_\_\_\_\_ in costs and other expenses, and for a service award to each Settlement Class Representative in the amount of \$\_\_\_\_\_.

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

15. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Final Order and Final Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Final Order and Final Judgment shall be without prejudice to the rights of Plaintiffs, Settlement Class Members and Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

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

**SO ORDERED.**

\_\_\_\_\_, 2026

\_\_\_\_\_  
Hon. Colin Stirling Bruce

**GZJ DKV J**

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

JULIE CAMPBELL, KEITH SADAUKAS,  
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

**STIPULATED UNDERTAKING REGARDING ATTORNEYS' FEES AND COSTS IN  
CONNECTION WITH PROPOSED CLASS ACTION SETTLEMENT**

Plaintiffs Julie Campbell, Diana Bickford, and Kerrie Mulholland ( "Plaintiffs")<sup>1</sup> and Defendant Sirius XM Radio Inc., now known as Sirius XM Radio LLC ("Sirius XM") (collectively, "the Parties"), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, the undersigned Plaintiffs' Counsel and their respective law firms desire to give an undertaking for repayment of their award of attorneys' fees and costs ("Undertaking"), as is required by the Settlement Agreement,

**I. STIPULATION**

NOW, THEREFORE, each of the undersigned Plaintiffs' Counsel, on behalf of themselves as individuals and as agents for their respective law firms, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of

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<sup>1</sup> Plaintiff Keith Sadauskas voluntarily dismissed his claims against the defendant on January 10, 2024 [Dkt. 19].

enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

In the event that the Final Approval Order is reversed or modified on appeal, in whole or in part, undersigned Plaintiffs' Counsel shall, within ten (10) business days after the order vacating or modifying the Final Approval Order becomes final, repay to Sirius XM, or any of its successors or assigns the attorneys' fees and costs paid from the Settlement Fund to undersigned Plaintiffs' Counsel in the amount vacated or modified, including any accrued interest. For purposes of clarity, the undertaking by each of the below-signed law firms is a joint and several one, with each law firm being responsible for the entirety of any required repayment.

In the event the Final Approval Order is not reversed on appeal, in whole or in part, but the attorneys' fees and costs awarded by the Court are vacated or modified on appeal, undersigned Plaintiffs' Counsel shall, within ten (10) business days after the order vacating or modifying the award of attorneys' fees and costs becomes final, repay to the Settlement Fund the attorneys' fees and costs paid from the Settlement Fund to undersigned Plaintiffs' Counsel in the amount vacated or modified, including any accrued interest. For purposes of clarity, the undertaking by each of the below-signed law firms is a joint and several one, with each law firm being responsible for the entirety of any required repayment.

Any action that may be required thereafter may be addressed to this Court on shortened notice, but not less than five (5) court days.

This Undertaking and all obligations set forth herein shall expire upon finality of all appeals of the Final Approval Order.

In the event undersigned Plaintiffs' Counsel fails to repay to the Settlement Fund or Sirius XM, or any of its successors or assigns any of the attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon application of such entity and notice to undersigned Plaintiffs' Counsel, issue orders, including but not limited to judgments and attachment orders against Counsel's respective law firms, and each of them.

The undersigned stipulate, warrant, and represent that they are partners in their respective law firms and have both actual and apparent authority to enter into this Undertaking on behalf of their respective law firms.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile or PDF transmission shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the State of Illinois and the United States that they have read and understand the foregoing and that it is true and correct.

**IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:**

**AGREED TO BY UNDERSIGNED COUNSEL:**

**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

**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

**ACKNOWLEDGED BY  
COUNSEL FOR DEFENDANT:  
SIRIUS XM RADIO INC., NOW KNOWN AS,  
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