

**LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF TEXAS**

**If you received a call regarding Sirius XM satellite radio service from October 16, 2013 through April 26, 2019, while your name was on the National or Sirius XM's Internal Do-Not-Call list, but were never a paying subscriber, you may be entitled to a payment from a class action settlement.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit claiming that Sirius XM Radio Inc. ("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, if approved, would offer three (3) months of free access to Sirius XM's All Access Subscription package ("Free Service") for Settlement Class Members. In addition, the Settlement would provide \$25,000,000 to make payments to Settlement Class Members, and pay the administrative costs of the Settlement, a service award for the Representative Plaintiff, and attorneys' fees and costs.
- The Settlement gives Class Members the choice to receive either three (3) months of free access to Sirius XM's All Access Subscription package, with every channel available on Sirius XM's satellite radios, including access to over 150 Channels plus Sirius XM Streaming, or a cash payment. Class Counsel estimates the current retail value of Free Service at approximately \$81. Class Counsel estimates that the cash payment will be approximately \$12. Each Class Member can choose either Free Service or a cash payment, but you cannot choose both. You must either go to the Settlement website at **[SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com)** or submit a paper claim form to Sirius XM DNC Settlement, Attn: Claims, PO Box 374, Claysburg, PA 16625 to register for Free Service or receive a cash payment.
- Your entitlement to one of these forms of consideration will be verified by the Settlement Administrator. Free Service is not available in any vehicle that has a currently active paid subscription to Sirius XM's radio service associated with it.

**Your legal rights are affected whether you act or don't act. Read this Notice carefully.**

**On the website, [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com), there is a complete Notice of the settlement in Spanish.**

**(En el sitio web, [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com), hay una notificación completa del acuerdo en español.)**

## YOUR LEGAL RIGHTS AND OPTIONS

OPTION	RESULT
<p><b>FILE A CLAIM FOR FREE SERVICE BY DECEMBER 22, 2019</b></p>	<p><b>Filing a claim is the only way to get Free Service from the Settlement.</b> You can make a claim by either (1) submitting one online at <a href="http://SiriusXMdncTCPAsettlement.com">SiriusXMdncTCPAsettlement.com</a> or (2) mailing a completed Claim Form to the Settlement Administrator.</p> <p>If you do not make a claim, you will not receive Free Service. <b>Class Counsel estimates the current retail value of Free Service at approximately \$81.</b></p>
<p><b>FILE A CLAIM FOR A CASH PAYMENT BY OCTOBER 8, 2019</b></p>	<p><b>Filing a claim is the only way to get a cash payment from the Settlement.</b> You can make a claim by either (1) submitting one online at <a href="http://SiriusXMdncTCPAsettlement.com">SiriusXMdncTCPAsettlement.com</a> or (2) mailing a completed Claim Form to the Settlement Administrator.</p> <p>If you do not make a claim, you will not receive a cash payment. How much each Settlement Class Member receives depends on how many Settlement Class Members make approved claims. <b>Counsel estimates that the cash payment will be approximately \$12.</b></p>
<p><b>DO NOTHING</b></p>	<p>Get no payment. Give up rights to sue Sirius XM separately for the legal claims in this case.</p>
<p><b>EXCLUDE YOURSELF BY OCTOBER 8, 2019</b></p>	<p>If you ask to be excluded, also known as “opting out,” you will receive no compensation from the Settlement, but you may be able to pursue your own lawsuit against Sirius XM about the legal claims in this case at your own expense.</p>
<p><b>OBJECT BY OCTOBER 8, 2019</b></p>	<p>Write to the Court about why you believe the Settlement is unfair.</p>
<p><b>GO TO A HEARING ON NOVEMBER 7, 2019</b></p>	<p>Ask to speak in Court about the fairness of the Settlement.</p>

- These rights and options - **and the deadlines to exercise them** - are explained in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Free Service and payments will be made to eligible Class Members if the Court approves the Settlement. Please be patient.

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## BASIC INFORMATION

### Why is there a Class Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, an administrator appointed by the Court will administer requests for Free Service and make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

### What is the class action lawsuit about?

The Court in charge of the case is the United States District Court for the Northern District of Texas, and the case is a class action known as *Buchanan v. Sirius XM Radio Inc.*, Case No. 17-cv-728 (N.D. Tex.). This case was brought by Thomas Buchanan, also known as “Representative Plaintiff.” The Representative Plaintiff sued Sirius XM Radio Inc., also known as “Defendant.”

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. The Representative Plaintiff, also known as the “Class Representative,” asserts claims on behalf of the entire class. Here, the Representative Plaintiff claims that Sirius XM made telemarketing calls to persons registered on the National Do Not Call Registry or Sirius XM’s Internal Do Not Call Registry. The Representative Plaintiff alleges that this calling violated a federal statute called the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and that Sirius XM is liable for such violations.

Sirius XM denies any liability or wrongdoing of any kind and further denies that this case is appropriate for treatment as a class action. Sirius XM has asserted various other defenses and further denies that Class Members suffered any injury or damage.

The Plaintiff’s Complaint, the Settlement Agreement, and other case-related documents are posted on the website, [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Sirius XM. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial. If the Settlement is approved by the Court, then Settlement Class Members will receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Sirius XM did anything wrong. Sirius XM denies all legal claims in this case.

The Representative Plaintiff and his attorneys think the proposed Settlement is best for everyone who is affected. Sirius XM thinks that it makes sense to enter into the proposed Settlement to avoid further legal expense and burden and to resolve this controversy. The Court in charge of this lawsuit has found it will likely be able to approve the proposed Settlement and ordered that this Notice be distributed to explain it.

## WHO IS IN THE SETTLEMENT

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

The Settlement includes all natural persons in the United States who, from October 16, 2013 to April 26, 2019: (a) received more than one telephone solicitation call in a 12-month period made by or on behalf of Sirius XM more than 31 days after registering the landline, wireless, cell or mobile telephone number on which they received those calls with the National Do Not Call Registry, or (b) received one or more calls after registering the landline, wireless, cell, or mobile telephone number on which they received the calls with Sirius XM's Internal Do Not Call list.

Excluded from the Settlement Class are: (a) natural persons who were or had been paid subscribers to Sirius XM's service at the time of the first call; (b) natural persons who were members of the class settled in *Hooker v. Sirius XM Radio Inc.*, Civil Action No. 4:13-cv-00003 (E.D. Va. 2013), who did not exclude themselves from that class, and who did not receive more than one telephone solicitation call after July 5, 2016; and (c) any employees, officers, directors of Sirius XM, and attorneys appearing in this case, and any judge assigned to hear this case as well as their immediate family and staff.

### What if I am not sure whether I am included in the Settlement?

If you still have questions about whether you are a Class Member, or are still not sure whether you are included in the Settlement, you can call the Settlement Administrator toll-free at 800-452-3837 or visit [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com) for more information. Do not call the Court and do not call Sirius XM or its attorneys.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### What does the Settlement provide?

Sirius XM will offer (3) three months of free access to Sirius XM's All Access Subscription package (or any subsequently-named satellite radio service that contains substantially the same programming) to each Class Member who submits a claim form and complies with the requirements of the Settlement Agreement to receive Free Service. Sirius XM's All Access Subscription package contains every channel available on Sirius XM's satellite radios, including access to over 150 Channels plus Sirius XM Streaming.

Sirius XM will also pay \$25,000,000 into a Settlement Fund. Cash payments to members of the Settlement Class, notice and administrative costs, a service award, and attorneys' fees, costs, and other expenses will be paid from the Settlement Fund. Class Members must file a claim to receive a cash payment.

**Class Members may receive only one of the two options (Free Service or a cash payment).** Each Class Member may receive only one benefit regardless of the number of his or her titled vehicles or the number of calls he or she may have received during the period covered by the definition of the Settlement Class.

**Changed Business Practices.** As part of the settlement, Sirius XM has also agreed to implement six changed business practices:

(1) Sirius XM shall ensure its outbound dialing practices incorporate a pre-dial check for Internal Do Not Call (“DNC”) status just prior to dialing, and neither Sirius XM nor its vendors or agents will dial any number found to be on the Internal DNC list.

(2) Sirius XM shall, twice annually, train its vendor personnel on proper DNC practices.

(3) Sirius XM shall regularly audit its outbound telemarketing vendors and internal data management practices to ensure proper management of Internal DNC requests.

(4) Sirius XM shall ensure that its Customer Agreement has an easily visible and clear explanation that trial subscribers have a business relationship with Sirius XM that may result in Sirius XM calling them; the Customer Agreement shall also provide an explanation of how Sirius XM communicates with consumers, and shall provide notice to consumers that Sirius XM may call them regarding their service and trial or other subscription, a URL where consumers may manage their contact preferences and an 800 number they may call for customer service.

(5) Sirius XM shall modify the timing of its telemarketing calls to ensure that Sirius XM does not make calls to trial subscribers until a reasonable period of time after the mailing of the welcome kit (which shall include a copy of the Customer Agreement or, if the welcome kit is delivered electronically, a link to the Customer Agreement).

(6) Sirius XM shall, wherever possible, include in vehicle material that provides subscription details 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 may manage their contact preferences and an 800 number they may call for customer service.

## **HOW YOU GET FREE SERVICE?**

### **How do I get Free Service?**

**Each Class Member must submit a valid and timely Claim Form to receive Free Service.** You may submit a Claim Form at the Settlement Website at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com) or submit a paper Claim Form to Sirius XM DNC Settlement, Attn: Claims, PO Box 374, Claysburg, PA 16625. Please read the instructions on the website carefully, follow all of the instructions, and provide all the information required. You must have your vehicle identification number (“VIN”) and the electronic serial number of your Sirius XM radio (“ESN”) to register for Free Service. **You can find the ESN by tuning to “0” on your Sirius XM radio.**

**Claim Forms for Free Service must be completed online or received by December 22, 2019.**

Free Service will be available for one Sirius XM equipped vehicle owned or leased by the Class Member or his/her immediate family member. Free Service will not be available for any vehicle that has a currently active paid subscription associated with it at the time of the commencement of Free Service as determined by Sirius XM.

Any Class Member who converts to a paid subscription between registration for Free Service and the date on which cash will be distributed to eligible Class Members who have filed Claim Forms (and who is therefore no longer eligible to Free Service) will be converted to the cash payment option instead.

Free Service will not carry any obligation to continue service with Sirius XM beyond the three months and shall be provided in addition to any Sirius XM satellite radio service offer to which a Class Member may be eligible to receive in connection with a purchase or lease of a vehicle.

### **When do I get Free Service?**

Free Service will not be activated until the Settlement becomes final. The Court will hold a hearing on November 7, 2019, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. If you have registered for Free Service, you will receive an email from Sirius XM notifying you shortly before your Free Service is set to commence.

### **What am I giving up to get Free Service or stay in the Settlement Class?**

Being a Class Member means, unless you exclude yourself, that you cannot sue, continue to sue, or be part of any other lawsuit against Sirius XM about the legal issues in this case, and that all of the decisions and judgments by the Court will bind you.

If you were to file your own lawsuit against Sirius XM for alleged TCPA violations at issue in this Action and if you were to prevail, you could obtain damages of up to \$500 to the extent you can prove a violation, or up to \$1,500 to the extent you can prove either a violation that is willful or that Sirius XM knowingly violated the statute.

However, Sirius XM has denied that it made any illegal calls to anyone or engaged in any wrongdoing of any kind, and Sirius XM has potential defenses, including that Sirius XM should not be held liable because it had an established business relationship with Settlement Class Members. In addition, the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you accept Free Service or do not exclude yourself from the lawsuit, you will be unable to file your own lawsuit involving any of the claims described and identified below, and you will release Sirius XM and the Released Parties from any liability for them.

Remaining in the Class means that you release and forever discharge Sirius XM, 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 the date of the parties' Settlement Agreement, that is, April 26, 2019, 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 lawsuit, or (b) alleging a call to any landline, wireless, cell or mobile phone in violation of any 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 (i) the TCPA or any similar state or federal law, (ii) statutory or common law claims predicated upon any alleged violations of the TCPA or any similar state or federal law, and (iii) 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").

Remaining in the Class also means that you further agree you will not seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims and you further covenant not to sue, institute, cause to be instituted, permit to be instituted on your behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties.

The Settlement Agreement (available at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com)) provides more detail regarding the release and describes the Released Parties and Released Claims with accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in the "Do I have a lawyer in this case?" question below for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Class Members who timely opt-out of the Settlement.

## **HOW YOU GET A PAYMENT?**

### **How do I get a payment?**

**Each Class Member must submit a valid and timely Claim Form to receive Free Service.** You may submit a Claim Form at the Settlement website at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com) or submit a paper Claim Form to Sirius XM DNC Settlement, Attn: Claims, PO Box 374, Claysburg, PA 16625. Please read the instructions on the website carefully, follow all of the instructions, and provide all the information required.

**Claim Forms for cash payments must be completed by October 8, 2019.** If you are mailing a claim form, it must be received by this date. It is estimated that Eligible Class Members' cash award payment will be approximately \$12, but that is only an estimate and the actual amount could be higher or lower than that amount. The exact amount of each individual cash payment cannot be determined at this time and will depend on the number of valid claims filed.

### **When do I get a payment?**

Cash payments will not be distributed until the Settlement becomes final. The Court will hold a hearing on November 7, 2019, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.



After the initial payments of settlement awards, smaller cash distributions may occur from the proceeds of any uncashed checks.

### **What am I giving up to get a payment or stay in the Settlement Class?**

Being a Class Member means, unless you exclude yourself, that you cannot sue, continue to sue, or be part of any other lawsuit against Sirius XM about the legal issues in this case, and that all of the decisions and judgments by the Court will bind you.

If you were to file your own lawsuit against Sirius XM for violations of the TCPA at issue in this Action and were to prevail, you could obtain damages of up to \$500 to the extent you can prove a violation, or up to \$1,500 to the extent you can prove either a willful violation or that Sirius XM knowingly violated the statute.

However, Sirius XM has denied that it made any illegal calls to anyone or engaged in any wrongdoing of any kind, and Sirius XM has potential defenses, including that Sirius XM should not be held liable because it had an established business relationship with all Settlement Class Members. In addition, the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you make a claim for a cash payment or do not exclude yourself from the lawsuit, you will be unable to file your own lawsuit involving all of the claims described and identified below, and you will release Sirius XM and the Released Parties from any liability for them.

Remaining in the Class means that you release and forever discharge the Released Parties from any and all Released Claims, as those terms are defined in the Settlement Agreement.

Remaining in the Class also means that you further agree you will not seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims and you further covenant not to sue, institute, cause to be instituted, permit to be instituted on your behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties.

The Settlement Agreement (available at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com)) provides more detail regarding the release and describes the Released Parties and Released Claims with accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in the "Do I have a lawyer in this case?" question below for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Class Members who timely opt-out of the Settlement.

### **WHAT YOU MUST INCLUDE IN A CLAIM FORM**

#### **How do I complete a claim form?**

Please read the instructions on the claim form carefully, follow all of the instructions, and provide all the information required.

To receive Free Service, you must provide the following information on the claim form by no later than December 22, 2019: first and last name; vehicle identification number (“VIN”) of a Sirius XM equipped vehicle and/or electronic serial number (“ESN”) of the vehicle’s Sirius XM Radio; current mailing address (including apartment number, city, state and zip code); current email address; and current telephone number. You can find the ESN by tuning to “0” on your Sirius XM radio. If you did not receive email or individual mailed notice of the Settlement, you must identify on the claim form, if different than your current telephone number, the landline, wireless, cell or mobile number that received one or more calls by Sirius XM’s telemarketing vendors between October 16, 2013 and April 26, 2019, and affirm that you had never been a paid Sirius XM subscriber at the time you received the first call.

To receive the cash option, you must provide the following information on the claim form by no later than October 8, 2019: first and last name; current mailing address (including apartment number, city, state and zip code); and current telephone number. If you did not receive email or individual mailed notice of the Settlement, you must identify on the claim form, if different than your current telephone number, the landline, wireless, cell or mobile number that received one or more calls by Sirius XM’s telemarketing vendors between October 16, 2013 and April 26, 2019, and affirm that you had never been a paid Sirius XM subscriber at the time you received the first call.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

Sirius XM DNC Settlement  
Attn: EXCLUSIONS  
PO Box 492  
Claysburg, PA 16625

Your request for exclusion must include the following:

- Your full name and address;
- The telephone number on which you received the call associated with your request for exclusion;
- Your 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 your behalf; and
- A statement in plain English that you want to be excluded from the Settlement Class and/or you want to waive all rights to the benefits of the Settlement.

**Your exclusion request must be postmarked no later than October 8, 2019.** You cannot ask to be excluded on the phone, by email, or at the website. If you opt out, your name will appear in the Court’s records to identify you as someone not bound by the Settlement

### **If I do not exclude myself, can I sue Sirius XM for the same thing later?**

No. Unless you exclude yourself, you give up any right you might have to sue Sirius XM for all claims resolved by the Settlement. The Settlement Agreement (which you can find at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com)) explains the claims that you will be releasing. The claims that you will be releasing are also summarized in response to the question, “**What am I giving up to get a payment or stay in the Settlement?**” but you should always consult the Settlement Agreement for a complete explanation.

You must exclude yourself as a Class Member in order to try to maintain your own lawsuit. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

**If I exclude myself, can I still get Free Service or a cash payment?**

No. You cannot register for Free Service if you exclude yourself from the Settlement. You cannot receive a cash payment from the Settlement Fund if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING YOU**

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

The Court has appointed the following lawyers as “Class Counsel” to represent Class Members: Hughes Ellzey, LLP; Mark A. Alexander P.C.; Siri & Glimstad LLP; Turner Law Offices, LLC; Werman Salas P.C.; and Lieff Cabraser Heimann & Bernstein, LLP.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**How will the lawyers and class representatives be paid?**

Class Counsel will make an application to the Court for an award of attorneys’ fees, costs and other expenses for their representation of the Class Representative and Class Members, of up to twenty percent (20%) of the total value of the Settlement. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request a service award of \$10,000 for Thomas Buchanan as compensation for the time and resources he has put into representing Class Members.

**OBJECTING TO THE SETTLEMENT**

**How do I tell the Court that I do not think the Settlement is fair?**

You can tell the Court that you do not agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can state the reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must submit a letter or other written document that includes the following:

- Your full name, current address, email address and telephone number, as well as the name, address, email address and telephone number of all attorneys representing you;
- The cellular telephone number that includes you as a Class Member;
- Your original signature or the signature of counsel for the Class Member;
- A statement that you object to the Settlement, in whole or in part;
- A statement of the legal and factual basis for your Objection;
- A list of all cases, by name and case number, in which you and/or your 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
- Copies of any documents that you wish to submit in support of your position.

You must mail or hand-deliver your objection to the Court so it is received by **October 8, 2019**. You must also mail your objection to Class Counsel and counsel for Sirius XM so that it is received no later than **October 8, 2019**. The addresses are listed below:

Clerk of Court 1100 Commerce Street Room 1528 Dallas, TX 75242	Class Counsel Siri & Glimstad 200 Park Avenue, 17 <sup>th</sup> Floor New York, NY 101161	Counsel for Sirius XM Jones Day 901 Lakeside Avenue Cleveland, OH 44114
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**Do not call the Court, Sirius XM or Sirius XM’s counsel if you have questions. Visit the website or call Class Counsel.**

**What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself (also known as opting out), is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

**THE FAIRNESS HEARING**

**When and where will the Court decide whether to approve the Settlement?**

The Court has scheduled a Fairness Hearing on November 7, 2019 at 1:30 p.m., in Courtroom 1525 of the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242-1003. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for Service Awards to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### **Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

### **May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. The Court makes the decision on what will happen at the Final Approval Hearing. Any Class member who wishes to appear at the Final Approval Hearing must mail or hand-deliver to the Clerk of the Court a Notice of Intention to Appear,” and file it in *Buchanan v. Sirius XM Radio Inc.*, Case No. 17- cv- 728 (N. D. Tex.). Use the addresses listed above. The Notice of Intention to Appear must be received by the Court by October 24, 2019. You must also mail or hand-deliver your Notice of Intention to Appear including exhibits, lists or other documents to Class Counsel and Sirius XM’s counsel so they are received by October 24, 2019.

The Notice of Intention to Appear must include:

- Copies of any exhibits or other documents that you intend to present or use as evidence at the hearing;
- A list of all witnesses that you intend to call to give evidence at the hearing; and
- All other actions or any additional submissions as may be ordered by the Court.

If you wish to appear at the Final Approval Hearing you must also provide dates at least seven (7) days in advance of the Final Approval Hearing when you 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 also 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.

You cannot ask to speak at the hearing if you exclude yourself from the Settlement.

## **IF YOU DO NOTHING**

### **What happens if I do nothing at all?**

If you are a Class Member and do nothing, you will not get benefits from the Settlement. You must submit a claim form to register for Free Service or a cash payment. You will be bound by the judgment entered by the Court unless you exclude yourself using the procedure described above. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against Sirius XM about the claims at issue in this case or released by the Settlement Agreement.

## GETTING MORE INFORMATION

### **How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is the controlling document regarding the terms of the Settlement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com). You may also write with questions to the Settlement Administrator at Sirius XM DNC Settlement Administrator, Attn: Correspondence, PO Box 492, or call the toll-free number, 800-452-3837

On the website, [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com), there is a complete Notice of the Settlement in Spanish. (En el sitio web, [SiriusXMdncTCPAsettlement.com](http://SiriusXMdncTCPAsettlement.com), hay una notificación completa del acuerdo en español.)