STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

HAZEM ARMAN
Plaintiff

-VS-

AL PIEMONTE NISSAN INC
Defendant

2026LA000850
CASE NUMBER

FILED
26 Sep 16 AM 10: 47
Candice Adams
CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

AGREED

ACTION ORDER

This matter having come before the Court, the Court having jurisdiction and being fully advised in the premises:

IT IS HEREBY ORDERED as follows:

The case is continued to 01/06/2027 in 2014 at 09:00 AM for CASE MANAGEMENT.
Description: Final Approval

The Clerk of the Court is ordered to strike the future date(s) of 09/28/2026 2014 9:00 AM.

Plaintiff, Hazem Arman ("Plaintiff"), and Al Piemonte Nissan ("APN" or "Defendant") (collectively the "Parties") have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. The Parties reached the settlement through arm's-length negotiations with the help of experienced mediator, Ret. Patrick J. Sherlock. Plaintiff has moved for, and Defendant does not oppose, preliminary approval of a proposed class settlement which would resolve Plaintiff's claims brought under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, *et seq*. on behalf of a putative class. Upon consideration of the motion, the Settlement Agreement, and the exhibits thereto, the Court **GRANTS** preliminary approval of the Settlement, and directs notice be sent to the Settlement Class, finding specifically as follows.[1].

[1] Unless otherwise defined herein, all terms used in this Order that are defined terms in the Settlement Agreement have the same meaning as set forth in the Settlement Agreement.

1. **Jurisdiction**
    1. The Court preliminarily finds that it has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.
2. **735 Ill. Comp. Stat. 5/2-801 Requirements**
    1. Pursuant to 735 Ill. Comp. Stat. 5/2-801, *et seq*. of the Illinois Code of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined as follows:**Do Not Call Registry Class: All persons in the United States who from May 9, 2021 through the date of execution of the Preliminary Settlement Approval (1) were sent a text message or received a phone call by or on behalf of Defendant; (2) more than one time within any 12-month period; (3) where the person's residential telephone number had been listed on the National Do Not Call Registry for at least thirty days prior to the communication; (4) for the purpose of selling Defendant's products and services; and (5) for whom there was no established business relationship or prior express written consent provided .**
3. The Court preliminarily finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801 and hereby certifies the Settlement Class for settlement purposes only. The Court hereby preliminarily finds, in the specific context of the Class Settlement, that:

a. Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1) as Defendant has identified approximately 37,000 individuals who may be Settlement Class Members. Joinder of these widely dispersed, numerous Settlement Class Members into one suit for settlement purposes would be impracticable.

b. Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2) for settlement purposes because Plaintiff alleges the claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

c. Adequacy: The Settlement Class Representative/Plaintiff and Settlement Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Settlement Class Representative/Plaintiff asserts that his interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members and, therefore, the Plaintiff will fairly and adequately represent the interests of the Settlement Class. Settlement Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that the Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the representation of their claims.

d. The Controversy is Fairly and Efficiently Adjudicated as a Settlement Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy present in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification for settlement purposes only promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts. Thus, the class action mechanism for settlement purposes is the most fair and efficient method to resolve this dispute.

4. **Preliminary Approval of the Settlement**

1. Pursuant to the Settlement Agreement, the Defendant has agreed to pay up to $3,700,000 in non-expirable vouchers (which may be redeemed for any products or services offered by Defendant) and/or up to $740,000 in cash (collectively referred to as the "Settlement Fund"), to cover the Claim Settlement Payments, Settlement Class Counsel's Attorneys' Fees, administrative costs, and a service award. Settlement Class Members who file a valid claim pursuant to the Settlement Agreement will receive either a $100 voucher or $20 in cash. If the funds available to pay claims after such funds are reduced by the payment of the Service Award, administrative costs, and the Fee Award are insufficient to pay claims to each Settlement Class Member who files a claim, the claims of those Settlement Class Members who file a claim shall be reduced and paid on a *pro rata* basis.
2. Pursuant to 735 ILCS 5/2-807, any amount remaining in the Settlement Fund after the payments to Settlement Class Members who submitted a valid claim, and, as capped in the Settlement Agreement, the Service Award to the Settlement Class Representative, administrative costs, and the Fee Award for Attorneys' Fees and Costs to Settlement Class Counsel, shall be returned to Defendant.
3. From the Settlement Fund, Defendant, within fifteen (15) days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any settlement payment to Settlement Class Members who submit timely and valid Claim Forms.
4. Settlement Class Counsel fees, not to exceed $225,000, up to $30,000 in administration costs, and a service award not to exceed $5,000 will be paid by Defendant from the Settlement Fund.
5. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's unopposed motion papers and briefs, and the declarations of counsel. 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 conducted with an experienced and neutral mediator, Ret. Patrick J. Sherlock. The Court further observes that the Settlement Agreement is the product of nearly a year of litigation, including written discovery, the production of documents and data pertaining to the Settlement Class Members, independent data analysis and a day-long mediation which resulted in an initial impasse and later concluded with the assistance of Ret. Patrick J. Sherlock several days later. Having considered the motion for preliminary approval, the Settlement Agreement, and the exhibits thereto, and the record in this case, the Court finds that the Settlement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class. This finding is supported by, among other things, the complex legal and factual posture of the Action, the fact that the Settlement is the result of arms' length negotiations presided over by a neutral mediator, and the settlement benefits being made available to Settlement Class Members.

5. **Settlement Class Representative and Settlement Class Counsel**

1. The Court preliminarily appoints Plaintiff Hazem Arman as the Settlement Class Representative.
2. The following attorneys and firms are preliminarily appointed as Settlement Class Counsel:

Christopher Berman, Esq.

SHAMIS & GENTILE, P.A.

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14 NE 1st Ave., Suite 705

Miami, FL 33132

Telephone: (305) 479-2299

Scott Edelsberg, Esq.

EDELSBERG LAW, P.A.

20900 NE 30th Ave., Suite 417

Aventura, FL 33180

Telephone: (786) 289-9471

6. Notice and Administration

1. The Court appoints Simpluris, Inc. to perform the functions and duties of the Settlement Administrator set forth in the Settlement Agreement – including effectuating the Notice Plan – and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.
2. The Court has carefully considered the notice program set forth in the Settlement Agreement. The Court finds that the notice program adequately protects the interests of the Settlement Class Members and satisfies fully the requirements of 735 Ill. Comp. Stat. 5/2-803, and the requirements of due process.
3. The Court thus approves the notice program and the form, content, and requirements of the Notice described in and attached as exhibits to the Settlement Agreement. In approving the Notice Program, the Court directs Simpluris, Inc. to, among other things, provide notice to the Settlement Class in the manner set forth in the Settlement Agreement. The Settlement Administrator shall cause the Notice Plan to be completed on or before **October 31, 2026**. Settlement Class Counsel shall, prior to the Final Approval Hearing, file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the notice program.
4. All costs of providing Notice to the Settlement Class, processing Claim Forms, and administering distributions from the Settlement Fund shall be paid by Defendant (up to $30,000) as part of the Settlement Fund, as provided by the Settlement Agreement.

7. Claims and Exclusions

1. Each and every member of the Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such persons request exclusion from the Settlement in a timely and proper manner, as hereinafter provided.
2. A member of the Settlement Class wishing to file a claim or to request exclusion (or "opt-out") from the Settlement shall mail the request in written form, by first class mail, postage prepaid, and must be received no later than **December 15, 2026** by the Settlement Administrator at the address specified in the Notice. In the written request for exclusion, the member of the Settlement Class must state his or her full name, address, telephone number, the name and case number of this Action, a clear and unequivocal statement that the person wishes to be excluded from the Settlement Class, and the signature of such person or, in the case of a person in the Settlement Class who is deceased or incapacitated, the signature of the legally authorized representative of such person. The request for exclusion shall not be effective unless the request for exclusion provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. No member of the Settlement Class, or any person acting on behalf of or in concert or in participation with a member of the Settlement Class, may request exclusion of any other member of the Settlement Class from the Settlement.
3. Members of the Settlement Class who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against the Defendant or any of the other Released Parties.
4. All Settlement Class Members who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or other proceedings against the Defendant or any of the other Released Parties.
5. The Settlement Administrator will promptly provide all Parties with copies of any exclusion requests, and Plaintiff shall

file a list of all persons who have validly opted-out of the Settlement with the Court prior to the Final Approval Hearing.

8. Objections

1. Any member of the Settlement Class who does not opt-out or make an objection to the Settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order and Judgment.
2. A Settlement Class Member who has timely filed a written objection as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding their objection. It is not necessary, however, for a Settlement Class Member who has filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and expenses and/or the request for a Service Award to the Settlement Class Representative will be heard unless that person has filed a timely written objection as set forth above. No non-party, including members of the Settlement Class who have timely opted-out of the Settlement, will be heard at the Final Approval Hearing.
3. Any Settlement Class Member who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the award of attorneys' fees and expenses, or to the Service Award to the Settlement Class Representative must file with the Court and submit to the Settlement Administrator a written statement that includes: his or her full name; address; the telephone number(s) that he or she maintains was texted or called; the personal signature of the objecting Settlement Class Member; all grounds for the objection, with factual and legal support for each stated ground; the identity of any witnesses he or she may call to testify; copies of any exhibits that he or she intends to introduce into evidence at the Final Approval Hearing; a statement of whether he or she intends to appear at the Final Approval Hearing; and a statement identifying the number of class action settlements objected to by the Settlement Class Member in the last three years, and listing those cases by case name and number. The Court will consider objections to the Settlement, to the award of attorneys' fees and expenses, or to the Service Award to the Class Representative only if, on or before **December 15, 2026** such objections and any supporting papers are filed in writing with the Clerk of this Court and served on the Settlement Administrator.

9. Further Papers in Support of Settlement and Attorneys' Fee Application.

1. Plaintiff and Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application, and request for a Service Award to Plaintiff, no later than **December 17, 2026**, which is 20 days before the Final Approval Hearing.
2. Plaintiff and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request for a Service Award for Plaintiff, no later than **December 30, 2026**, which is 15 days before the Final Approval Hearing.

10. Final Approval Hearing

1. A Final Approval Hearing will be held before the Court via video conference on **January 6, 2027** for the following purposes:
    a. to finally determine whether the requirements of 735 Ill. Comp. Stat. 5/2-801, *et seq*. of the Illinois Code of Civil Procedure are met;
    b. to determine whether the Settlement is fair, reasonable and in best interest of all who will be affected by it, and whether the Settlement should be approved by the Court;
    c. to determine whether the judgment as provided under the Settlement Agreement should be entered, including a bar order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
    d. to consider Settlement Class Counsel's Attorneys' Fee Application;
    e. to consider the request for a Service Award to the Settlement Class Representative;
    f. to consider the distribution of the Settlement Benefits under the terms of the Settlement Agreement; and
    g. to rule upon such other matters as the Court may deem appropriate.
2. On or before thirty (20) days prior to the Final Approval Hearing, Settlement Class Counsel shall file and serve a motion

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for final approval.

3. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.
4. For clarity, the deadlines the Parties shall adhere to are as follows:

Settlement Class Notice completed by: 45 days after entry of Preliminary Approval Order - October 31, 2026

Deadline for filing Motion for Final Approval of the Class Settlement and Settlement Class Counsel's Fee Application and expenses, and for a Service Award: 20 days before Final Approval Hearing - December 17, 2026

Objection/Exclusion Deadline: 45 days after notice deadline - December 15, 2026

Claim Deadline: 45 days after notice deadline - December 15, 2026

Deadline for Responses to Objections: 15 days after Objection Deadline - December 30, 2026

Final Approval Hearing: No Sooner than 105 days after Preliminary Approval Order - January 6, 2027

5. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

15. Further Matther

I. All discovery and other pretrial proceedings and deadlines in the Action (including Defendant's deadline to respond to the complaint) are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

1. In the event that the Settlement Agreement is terminated under the terms of the Settlement Agreement, or for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (i) the Settlement Agreement shall be null and void, including any provisions related to the award of attorneys' fees and expenses, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding; provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated; and (iv) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion.
2. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

Submitted by: CHRISTOPHER E. ROBERTS
Attorney Firm: BUTSCH ROBERTS & ASSOCIATES LLC
DuPage Attorney Number: 407588 ☐ PRO SE
Attorney for: HAZEM ARMAN
7777 BONHOMME AVENUE, SUITE 1300
CLAYTON, MO, 63105
314-863-5700

File Date: 09/16/2026

JUDGE DAVID E SCHWARTZ
Validation ID : DP-09162026-1047-02346

Email: croberts@butschroberts.com Date: 09/16/2026

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