

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL DISTRICT
LASALLE COUNTY, ILLINOIS - CIVIL DIVISION**

SHERRY BRYAN, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

O'REILLY AUTOMOTIVE, INC.

Defendant.

Case No.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Sherry Bryan (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class Members¹ (as defined *infra*), and O’Reilly Automotive, Inc. (“O’Reilly” or “Defendant”) (together, the “Parties”), in the action *Bryan v. O’Reilly Automotive, Inc.* (Case No. 2026CH000016 filed on or about May 28, 2026, in the Circuit Court for LaSalle County, Illinois (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On April 16, 2025, James Edward McCormack III filed a class action complaint against Defendant in the United States District Court for the Western District of Louisiana. Therein, Plaintiff alleged that Defendant violated the Telephone Consumer Protection Act 47 U.S.C. § 227 (“TCPA”) by calling telephone numbers on the National Do-Not-Call Registry. Plaintiff brought a single claim under 47 U.S.C. § 227(c)(5) of the TCPA.

2. On July 22, 2025, Defendant filed its answer to the complaint. Then, on March 5, 2026, the Parties notified the Court that they had agreed to engage in private mediation with Jill R. Sperber, Esq., of Judicate West Alternative Dispute Resolution on April 24, 2026.

3. Prior to the mediation, the Parties agreed to focus their resources and efforts on determining the information necessary to facilitate a productive mediation. The Parties agreed to prioritize this analysis for purposes of determining whether early resolution was feasible. Defendant engaged a third party to analyze voluminous data and information over several months. Defendant then shared information from the analysis with Plaintiff in advance of the mediation pursuant to Fed. R. Civ. P. 408.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

4. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

5. The Parties scheduled a formal mediation session with Jill R. Sperber, Esq. of Judicate West Alternative Dispute Resolution. Notably, Jill R. Sperber, Esq. has substantial experience with mediating analogous complex class actions.

6. Under the guidance of Jill R. Sperber, Esq., the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the full-day mediation, the Parties discussed the relevant facts and law and advocated their positions through Jill R. Sperber, Esq.. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Award until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement. During the mediation, the Parties further determined that jurisdiction was proper in the Circuit Court for LaSalle County, Illinois.

7. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement and James Edward McCormack III voluntarily dismissed without prejudice his complaint against Defendant in the United States District Court for the Western District of Louisiana.

8. To facilitate the Settlement, Plaintiff Sherry Bryan filed the class action complaint against Defendant in the Circuit Court for LaSalle County, Illinois on May 28, 2026.

9. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or previously or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

10. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and

resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

12. “**Aggregate Cap**” means \$18,842,577 which is the maximum amount that Defendant will pay under this Agreement. The number represents the maximum amount that would be paid by Defendant to resolve the claims if all Settlement Class Members file Approved Claims. In no event shall the total amount paid by Defendant exceed \$18,842,577. The Aggregate Cap shall be used to pay: (i) any service award, (ii) costs of settlement administration, (iii) any attorney fees and costs, and (iv) the cash payments for all Approved Claims by Settlement Class Members.

13. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

14. “**Claim Form**” means the form Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto, or such form approved by the Court substantially similar to the form attached hereto, as **Exhibit D**.

- a. Class Members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the Claim Form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.
- b. The Claim Form will be tailored to prevent the submission of fraudulent claims and to allow for verification of claims.
- c. The Claim Form shall include fields for Settlement Class Members to indicate (i) the approximate month and year they obtained the subject phone number and (ii) the month and year of their most recent purchase from Defendant (or an indication they have not purchased anything from Defendant within the last four years).

15. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date sixty (60) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

16. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end sixty (60) days after the Notice Deadline.

17. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

18. “**Class Period**” means from April 16, 2021, to the date of preliminary approval. As detailed herein, the release is limited to only claims arising during the Class Period.

19. “**Court**” means the Circuit Court for LaSalle County, Illinois.

20. “**Defendant’s Counsel**” means Paul Williams and Jad Sheikali of Shook, Hardy & Bacon LLP.

21. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

22. “**Email Notice**” means the direct notice that the Settlement Administrator will provide to Settlement Class Members with valid email addresses. The Email Notice will be provided in the form attached hereto, or in such form as approved by the Court substantially similar to the form attached hereto, as **Exhibit B**.

23. “**Fee Award and Costs**” means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

24. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving a Service Award to the Class Representative, to be held at least 120 days after entry of the Preliminary Approval Order.

25. “**Final Approval Order**” means an order requesting that judgment be entered accordingly, substantially in the form attached hereto as **Exhibit F**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Illinois Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

26. “**Litigation Costs and Expenses**” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

27. “**Long Form Notice**” means the comprehensive explanation of the Settlement which shall be available on the Settlement Website. The Long Form Notice will be provided substantially in the form attached hereto as **Exhibit C**.

28. “**Notice**” or “**Notice Program**” means notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Notice Program includes the Email Notice, Postcard Notice, Long Form Notice, the Settlement Website, and the toll-free telephone number.

29. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

30. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. These amounts will be paid directly by the Defendant.

31. “**Objection Deadline**” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be the same date as the claims deadline, or other such date as ordered by the Court.

32. “**Objection Procedure**” means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

33. “**Opt-Out**” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

34. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

35. “**Opt-Out Procedure**” means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

36. “**Postcard Notice**” means the direct notice that the Settlement Administrator will provide to Settlement Class Members without valid email addresses. The Postcard Notice will be provided substantially in the form attached hereto as **Exhibit A**.

37. “**Preliminary Approval Order**” means an order directing issuance of Notice to Settlement Class Members, substantially in the form attached hereto as **Exhibit E**, determining that the Court will likely be able to approve the Settlement under the Illinois Rules of Civil

Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing.

38. **“Released Claims”** means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, as of preliminary approval, that arise out of or relate in any way to the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”), the TCPA’s implementing regulations, 47 C.F.R. § 64.1200, *et seq.*, the Telemarketing Sales Rule, 16 C.F.R. § 310, *et seq.* (the “TSR”), any corollary or state laws similar to the TCPA and TSR, or enactment of any other statutory, regulatory or common law claim arising thereunder, arising from text messages sent by or on behalf of Defendant from April 16, 2021 through preliminary approval.

39. **“Released Parties”** means the Defendant and each of its past, present, and future members, owners, direct and indirect parents, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies including, but not limited to, the vendors, subvendors, contractors, subcontractors, and service providers retained to make, place or facilitate text messages (or which was involved in placing or facilitating text messages for another of the Released Parties). The release of any third party is limited to any action taken by or on behalf of O’Reilly Automotive, Inc.

40. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to Plaintiff and the Members of the Settlement Class (whether or not such Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert claims (or could assert claims) on their behalf.

41. **“Request for Exclusion”** means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

42. **“Service Award”** means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Section XI.

43. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

44. “**Settlement Administrator**” means Kroll Settlement Administration, LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel and Defendant’s Counsel to administer the settlement.

45. “**Settlement Class**” is defined as “All persons (1) whose telephone numbers were registered on the National Do Not Call Registry for at least 30 days, and (2) who received more than one text message from or on behalf of Defendant within any 12-month period (3) after the telephone number was reassigned to them (4) from April 15, 2021 to the date of preliminary approval.” Excluded from the Settlement Class are (i) Defendant (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iv) any judges assigned to this case and their staff and family. In total, Defendant estimates there are approximately 562,465 people in the Settlement Class.

46. “**Settlement Class Counsel**” means Anthony I. Paronich of Paronich Law, P.C. and Strauss Borrelli, PLLC.

47. “**Settlement Class List**” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

48. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

49. “**Settlement Class Representative**” means Sherry Bryan.

50. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Section IV.

51. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

52. “**Supplemental Declaration**” means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

III. SETTLEMENT BENEFITS

53. **Monetary Benefits.** Subject to the Aggregate Cap, Defendant will pay, or cause to be paid, (i) the service award described herein, (ii) the cost of settlement administration, (iii) attorney fees and costs awarded by the Court to Class Counsel, and (iv) cash payments to Settlement Class Members who submit a timely and valid claim for \$22.00 per Settlement Class Member. In the event that the cash payments for Approved Claims exceed the Aggregate Cap, all cash payments for Approved Claims shall each be reduced *pro rata*.

54. **Non-Monetary Benefits.** Within 30 days of the Effective Date, Defendant, or a vendor acting on Defendant's behalf, will utilize the Reassigned Number Database. The cost of such changes will be paid by Defendant separate and apart from all other settlement benefits.

IV. CLAIMS PROCESS AND PAYMENTS

55. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

56. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- e. To the extent the Settlement Administrator determines that a timely claim is deficient in whole or in part, the Settlement Administrator shall notify the

Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.
- g. The Settlement Administrator shall use reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.
- h. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Process. The Settlement Administrator may, in its discretion, deny any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Settlement Class Members or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

- i. Where a good faith basis exists, the Settlement Administrator may reject a claim for, among other reasons, the following:
 - 1. Failure to complete and/or sign the Claim Form;
 - 2. Illegible Claim Form;
 - 3. The Claim Form is fraudulent;
 - 4. The Claim Form is duplicative of another Claim Form;
 - 5. The person submitting the Claim Form is not a Settlement Class Member;
 - 6. The person submitting the Claim Form submitted a timely and valid Request for Exclusion from the Settlement Class;
 - 7. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
 - 8. Failure to submit a Claim Form by the Claim Form Deadline; and/or
 - 9. The Claim Form otherwise does not comply with the requirements of this Agreement.
- j. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Settlement Class Counsel or Defendant's Counsel. Additionally, Settlement Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

57. Payment.

- a. Within fourteen (14) days following Preliminary Approval, the Settlement Administrator shall provide Defendant with an estimate of the Notice and Administration Costs. Within thirty (30) days of receiving such estimate, Defendant shall fund the estimated Notice and Administration Costs.
- b. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties with an accounting of all Approved Claims and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date,

whichever is later, Defendant or its representative shall transmit the remaining funds needed to pay in accordance with the terms of this Agreement.

- c. Payments issued by the Settlement Administrator for Approved Claims shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.
- d. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

58. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

59. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time. Unpaid funds from uncashed electronic payments or settlement checks will revert back to Defendant.

60. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Unpaid funds from uncashed electronic payments or settlement checks will revert back to Defendant.

61. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other

respects be fully enforceable against the Settlement Class Member. Funds from voided electronic payments or settlement checks will revert back to Defendant.

62. **Deceased Settlement Class Members.** If a Settlement Class Member dies after submitting an Approved Claim and if the Settlement Administrator is notified of the Settlement Class Member's death, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof (i) the Settlement Class Member submitted the Approved Claim before their death; (ii) the Settlement Class Member is deceased; (iii) and after consultation with Settlement Class Counsel and Defendant's Counsel.

V. NOTICE PROGRAM

63. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Notice to Settlement Class Members for whom it has a valid email address or mailing address (after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

64. **Form of Notice.** The Settlement Administrator will provide direct notice through email to the Settlement Class Members with valid email addresses. The email will include a link to the Settlement Website and online claim form. For Settlement Class Members without valid email addresses, the Settlement Administrator will provide direct notice through a Postcard Notice sent through First Class U.S. Mail.

- a. The Settlement Administrator shall have discretion to format the Postcard Notice in a reasonable manner to minimize mailing and administrative costs.
- b. For Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (including but not limited to performing a skip tracing analysis) to identify updated mailing addresses and then resend once the Postcard Notices to those updated mailing addresses.

65. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant.

- a. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, and the operative complaint in the Action.

- b. The Settlement Website shall also include (i) toll-free telephone number, (ii) e-mail address, and (iii) mailing address through which Settlement Class Members may contact the Settlement Administrator directly.
- c. Settlement Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator.
- d. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing.
- e. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

66. **Toll-Free Telephone Number.** The Settlement Administrator will establish a toll-free telephone number with an interactive voice response (“IVR”) hotline. The IVR hotline will explain the Settlement and provide answers to frequently asked questions.

- a. The IVR hotline will also include the option for a Settlement Class Member to speak to a live operator who can answer questions about the Settlement.

67. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid subject to the Aggregate Cap.

VI. OPT-OUTS AND OBJECTIONS

68. **The Opt-Out Procedure.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained

herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons with a valid Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

69. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorney fees or service award by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the objector's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v); the number times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objections, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (vi) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (vii) a statement regarding whether the objector (or his/her attorney) intends to appear at the Final Approval Hearing; (viii) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class; and (ix) the signature of the Settlement Class Member and their attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

70. **Duties of Settlement Administrator.** The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the laws of the state of Illinois. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Establishing and maintaining a post office box to receive Requests for Exclusion from Settlement Class Members, objections from Settlement Class Members, and Claim Forms;
- d. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;
- e. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- h. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- i. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;
- j. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, Requests for Exclusion and objections received that week, the total number of Requests for Exclusions and objections received to date and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;
- m. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims;
- n. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims;
- o. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- p. Collecting from Defendant the funds necessary to pay Approved Claims;
- q. Distributing Cash Payments to Settlement Class Members who submit Approved Claims; and
- r. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

71. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the Agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant

reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiff as the Class Representative for the Settlement Class.

72. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form, or in such form as approved by the Court substantially similar to the form, attached hereto as **Exhibit E**.

73. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who objected to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements included. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

74. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

IX. MODIFICATION AND TERMINATION

75. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

76. **Termination.** Defendant shall have the right to terminate this Agreement if five percent (5%) or more of the Settlement Class submits timely and valid opt-out requests. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): within fourteen (14) days of (1) the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

77. **Effect of Termination.** In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties’ obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties’ respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

78. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

79. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

80. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing

Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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 OR RELEASED PARTY.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

81. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

82. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

83. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of Service Awards and Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of Service Awards and Fee Award and Costs is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards or Fee Award and Costs shall constitute grounds for termination of this Agreement.

84. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

85. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARD AND ATTORNEY FEES

86. **Service Award.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking a Service Award for the Settlement Class Representative in recognition of their contributions to this Action not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Furthermore, James Edward McCormack III, in recognition of his efforts in the prior case, will individually provide a general release in exchange for a \$2,500 payment. Defendant's cumulative payments for any Service Awards and any amounts paid to James Edward McCormack III for an individual release shall not exceed \$5,000.00 in the aggregate. Prior to the disbursement or payment of the Service Award, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the benefits to the Settlement Class were negotiated.

87. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs to be paid by Defendant in an amount which shall not exceed \$6,280,859.00. If more is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide Defendant with

a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XII. MISCELLANEOUS

88. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

89. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

90. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

91. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

92. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

93. **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

94. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

95. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

96. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

97. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

98. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

99. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

100. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

101. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Illinois, without regard to choice of law principles.

102. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

103. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Anthony I. Paronich
PARONICH LAW, P.C.
350 Lincoln St. Suite 2400
Hingham, MA 02043
anthony@paronichlaw.com

All notices to Defendant provided for herein shall be sent by email to:

Paul Williams
SHOOK, HARDY & BACON LLP
1660 17th Street, Suite 450
Denver, CO 80202
pwilliams@shb.com

Jad Sheikali
SHOOK, HARDY & BACON LLP
111 South Wacker Drive, Suite 4700
Chicago, IL 60606
jsheikali@shb.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

104. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

105. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

106. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

107. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

108. **Schedule and Deadlines.** Subject to court approval, the Parties agree to following schedule and deadlines.

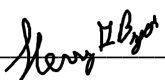
Event	Deadline
Defendant provides the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order

Plaintiff shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Sixty (60) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Sherry Bryan

By: 

Date: 06/10/2026

O'Reilly Automotive, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: 
BE8BD1DACF1B4A7...

Date: 6/14/2026

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Sherry Bryan

By: _____

Date: _____

O'Reilly Automotive, Inc.

By: Tamara F. Conn

Jun 12, 2026
Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: Jad Shukla

June 12, 2026
Date: _____