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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

PHILIP ALVAREZ, RANDALL  
BETTISON, MARC KELLEHER, and  
DARLENE VAUGH individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

SIRIUS XM RADIO INC.,

Defendant.

Case No. 2:18-cv-8605-JVS-SS

**DECLARATION OF CAMERON R.  
AZARI, ESQ. ON  
IMPLEMENTATION AND  
ADEQUACY OF SETTLEMENT  
NOTICE PLAN**

1 I, Cameron Azari, declare as follows:

2 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the  
3 matters set forth herein, and I believe them to be true and correct.

4 2. I am a nationally recognized expert in the field of legal notice, and I have  
5 served as an expert in dozens of federal and state cases involving class action notice  
6 plans.

7 3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a  
8 firm that specializes in designing, developing, analyzing and implementing, large-scale  
9 legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims  
10 Solutions, Inc. (“Epiq”).

11 4. This declaration will describe the implementation of the Settlement  
12 Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) for the  
13 settlement in *Alvarez et al. v. Sirius XM Radio Inc.*, Case No. 2:18-cv-8605 in the United  
14 States District Court for the Central District of California, Southern Division. I  
15 previously executed my *Declaration of Cameron R. Azari, Esq. on Settlement Notice*  
16 *Plan*, on June 5, 2020, in which I detailed Hilsoft’s class action notice experience and  
17 attached Hilsoft’s *curriculum vitae* (I am informed and believe that this document was  
18 filed in this matter as docket entry 68-5). I also provided my educational and  
19 professional experience relating to class actions and my ability to render opinions on  
20 overall adequacy of notice programs.

21 **NOTICE PLAN**

22 5. On July 15, 2020, the Court approved the Notice Plan as designed by  
23 Hilsoft and appointed Epiq to serve as the Settlement Administrator in the *Order*  
24 *Regarding Motion for Preliminary Approval of Class Settlement* (“Preliminary  
25 Approval Order”). In the Preliminary Approval Order, the Court certified the following  
26 Settlement Class:

27 All Persons in the United States who purchased a paid subscription  
28 from Sirius XM (or one of its predecessors) that was marketed as  
a “lifetime plan” or “lifetime subscription.” Excluded from the

1 Class are: Sirius XM and its parents, subsidiaries, or any entities  
2 in which it has a controlling interest, as well as Sirius XM's  
3 officers, directors, employees, affiliates, legal representatives,  
4 heirs, predecessors, successors, and assigns. Also excluded are any  
5 Judges to whom this case is assigned as well as their judicial staff  
6 and immediate family members.

7 6. After the Court's Preliminary Approval Order was entered, we began to  
8 implement the Notice Program. This declaration will detail the notice activities  
9 undertaken and explain how and why the Notice Plan was comprehensive and well-  
10 suited to the Settlement Class. This declaration will also discuss the administration  
11 activity to date. The facts in this declaration are based on what I personally know, as  
12 well as information provided to me in the ordinary course of my business by my  
13 colleagues from Hilsoft and Epiq, who worked with us to implement the notification effort.

#### 14 NOTICE PLAN SUMMARY

15 7. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice  
16 practicable under the circumstances must include "individual notice to all members who  
17 can be identified through reasonable effort."<sup>1</sup> The Notice Plan as designed and  
18 implemented satisfied this requirement with Notice sent to Settlement Class Members  
19 who were reasonably identifiable from the defendant's records (virtually all Settlement  
20 Class Members) via an Email Notice or a Postcard Notice mailed via United States  
21 Postal Service ("USPS") first class mail. A Postcard Notice was also mailed via USPS  
22 first class mail to all undeliverable Email Notices (with a physical mailing address) after  
23 several attempts to deliver the Email Notice. Both individual mailed notice and email  
24 notice directed the recipients to a case website dedicated to the settlement to access  
25 additional information. Address updating (both prior to mailing and on undeliverable  
26 pieces) and re-mailing protocols met or exceeded those used in other class action  
27 settlements. The individual notice effort was supplemented by a targeted media  
28 campaign, which included online media, and a case website. The supplemental media

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<sup>1</sup> FRCP 23(c)(2)(B).

1 notice helped reach those Settlement Class Members for whom the notice was  
2 undeliverable.

3 8. The Notice Plan’s individual notice efforts reached approximately 98.3% of  
4 the Settlement Class. In my experience, the reach of the Notice Plan is consistent with  
5 other court-approved notice programs, and was designed and implemented to meet due  
6 process requirements. In my opinion, providing notice via individual notice to reach  
7 the Settlement Class satisfied the requirements of due process, including its “desire to  
8 actually inform” requirement.<sup>2</sup>

9 **CAFA NOTICE**

10 9. As described in the *Declaration of Stephanie J. Fiereck, Esq. on*  
11 *Implementation of CAFA Notice*, dated July 7, 2020 (“Fiereck Declaration”), Epiq sent  
12 a CAFA notice packet (or “CAFA Notice”), on behalf of the Defendant Sirius XM  
13 Radio Inc.—as required by the federal Class Action Fairness Act of 2005 (CAFA),  
14 28 U.S.C. § 1715. On June 15, 2020, Epiq sent a CAFA Notice to 57 federal and state  
15 officials. The CAFA Notice was mailed by United States Postal Service (“USPS”)  
16 certified mail to 56 officials, including the Attorneys General of each of the 50 states,  
17 the District of Columbia, and the United States Territories. The CAFA Notice was also  
18 sent by United Parcel Service (“UPS”) to the Attorney General of the United States. A  
19 copy of the Fiereck Declaration is included as **Attachment 1**.

20 **NOTICE PLAN**

21 ***Individual Notice***

22 10. On July 30, 2020, Epiq received one data file from Sirius XM Radio Inc.  
23 with the Settlement Class Member List, which contained 863,118 accounts. Epiq de-

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25 <sup>2</sup> “But when notice is a person’s due, process which is a mere gesture is not due  
26 process. The means employed must be such as one desirous of actually informing the  
27 absentee might reasonably adopt to accomplish it. The reasonableness and hence the  
28 constitutional validity of any chosen method may be defended on the ground that it is  
in itself reasonably certain to inform those affected . . . .” *Mullane v. Cent. Hanover Bank  
& Trust Co.*, 339 U.S. 306, 315 (1950).

1 duplicated the Settlement Class Member List based on name, address and account  
2 number matching logic, which resulted in 853,256 unique records for Settlement Class  
3 Members (three records were either missing or contained a facially invalid, email or  
4 mailing address). The 853,256 Settlement Class Member records, consisted of 740,002  
5 facially valid email addresses (some Settlement Class Member records contained more  
6 than one facially valid email address) and 115,455 Settlement Class Member records  
7 with only a mailing address and no facially valid email address. Combined, there were  
8 855,457 email and mailing addresses for the initial notice efforts.

9 ***Individual Notice – Email***

10 11. On August 28, 2020, Epiq sent 740,002 Email Notices to Settlement Class  
11 Members—all potential Settlement Class Members for whom a facially valid email  
12 address was available (some Settlement Class Member records contained more than one  
13 facially valid email address). The Email Notice was created using an embedded html  
14 text format. This format provided text that was easy to read without graphics, tables,  
15 images and other elements that would increase the likelihood that the message could be  
16 blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices  
17 were sent using a server known to the major emails providers as one not used to send  
18 bulk “SPAM” or “junk” email blasts. Also, the Email Notices were sent in small groups  
19 so as to not be erroneously flagged as a bulk junk email blast. Each Email Notice was  
20 transmitted with a unique message identifier. If the receiving email server could not  
21 deliver the message, a “bounce code” was returned along with the unique message  
22 identifier. For any Email Notice for which a bounce code was received indicating that  
23 the message was undeliverable, at least two additional attempts were made to deliver  
24 the Notice by email.

25 12. The Email Notice included the address of the case website accessible via  
26 hyperlink from the email. By visiting the case website, recipients are able to easily  
27 access the Settlement Agreement, a detailed Long-Form Notice, the Claim Form,  
28

1 important court documents, and answers to frequently asked questions. The Email  
2 Notice is included as **Attachment 2**.

3 *Individual Notice – Direct Mail*

4 13. On September 8, 2020, Epiq sent a summary Postcard Notice to 115,455  
5 Settlement Class Members—all potential Settlement Class Members for whom a  
6 facially valid mailing address was available and a facially valid email address was not  
7 available. Prior to mailing, all mailing addresses were checked against the National  
8 Change of Address (“NCOA”) database maintained by the USPS.<sup>3</sup> In addition, the  
9 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure  
10 the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to  
11 verify the accuracy of the addresses. This address updating process is standard for the  
12 industry and for the majority of promotional mailings that occur today. The Postcard  
13 Notice is included as **Attachment 3**.

14 14. On September 21, 2020, Epiq sent a summary Postcard Notice to 243,857  
15 Settlement Class Members with an Email Notice that was returned as undeliverable  
16 after multiple attempts, and had an associated valid physical mailing address. The  
17 Postcard Notice was sent via USPS first class mail.

18 15. Postcard Notices returned as undeliverable are re-mailed to any new  
19 address available through USPS information, for example, to the address provided by  
20 the USPS on returned pieces for which the automatic forwarding order has expired, or  
21 to better addresses that may be found using a third-party lookup service. This process  
22 is also commonly referred to as “skip-tracing.” Upon successfully locating better  
23 addresses, Postcard Notices are promptly re-mailed.

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<sup>3</sup> The NCOA database contains records of all permanent change of address  
27 submissions received by the USPS for the last four years. The USPS makes this data  
28 available to mailing firms and lists submitted to it are automatically updated with any  
reported move based on a comparison with the person’s name and known address.

1 16. As of December 10, 2020, Epiq has received 43,022 undeliverable  
2 Postcard Notices and re-mailed 28,552 Postcard Notices for those addresses where a  
3 forwarding address was provided or address research identified a new address.

4 17. Additionally, a Long-Form Notice and Claim Form was mailed via USPS  
5 first class mail to all persons who requested one via the toll-free telephone number, or  
6 the settlement email address. As of December 10, 2020, 2,397 Long-Form Notices and  
7 Claim Forms have been mailed as a result of such requests. The Long-Form Notice  
8 and Claim Form are included as **Attachment 4**.

9 18. As of December 10, 2020, a Postcard Notice or an Email Notice was  
10 delivered to 838,772 Settlement Class Members to whom Epiq sent Notice. This  
11 means that individual notice reached approximately 98.3% of the 853,256 identified  
12 Settlement Class Members.

13 ***Banner Notices***

14 19. Internet advertising has become a standard component in legal notice  
15 programs. The internet has proven to be an efficient and cost-effective method to target  
16 and provide measurable reach of persons covered by a settlement. According to 2019  
17 GfK MRI syndicated research, 95.2% of adults who listen to Sirius XM Satellite Radio  
18 have accessed the internet in the last 30 days. Accordingly, we ran online Banner  
19 Notice ads. Banner ads are image-based graphic displays available on desktops and  
20 mobile devices. These ads are used in legal noticing to notify people of a settlement  
21 relevant to them. The text of the Banner Notices allowed users to identify themselves  
22 as potential Settlement Class Members and directly link them to the case website for  
23 more information.

24 20. The targeted internet campaign included Banner Notices measuring 300 x  
25 250 pixels, 728 x 90 pixels, and 300 x 600 pixels purchased through the *Google Display*  
26 *Network*, which represents thousands of digital properties – including inventory on  
27 both desktop and mobile devices – across all major content categories. Banner Notices  
28 were also placed on *Facebook* as right-hand column ads. *Facebook* is the leading



1 social networking site with over 200 million users in the United States. Banner Notices  
2 ran from August 28, 2020, through September 28, 2020. The Banner Notices generated  
3 approximately 31.8 million impressions. Examples of the Banner Notices are included  
4 as **Attachment 5**.

5 *Case Website, Toll-free Telephone Number, and Postal Mailing Address*

6 21. On August 28, 2020, a case website was established with an easy-to-  
7 remember domain name (www.LifetimeSiriusXMSettlement.com). Settlement Class  
8 Members are able to obtain detailed information about the case and review key  
9 documents, including the Settlement Agreement, a detailed Long-Form Notice, the  
10 Claim Form, important court documents, and answers to frequently asked questions.  
11 The website also provides logistical information regarding the Final Approval Hearing.  
12 The website address was displayed prominently on all Notice documents. Inactive  
13 “Lifetime Subscription” subscribers have the option to file a claim on the case website.  
14 As of December 10, 2020, there have been 101,182 unique visitors to the website and  
15 386,874 website pages presented.

16 22. On August 26, 2020, a toll-free telephone number (855-917-3525) was also  
17 established to allow Settlement Class Members to call for additional information, listen  
18 to answers to FAQs, and request that a Long-Form Notice and Claim Form be mailed to  
19 them. The toll-free telephone number was prominently displayed in the Notice  
20 documents as well. As of December 10, 2020, the toll-free telephone number has  
21 handled 11,243 calls representing 37,663 minutes of use.

22 23. A post office box and email address for correspondence about the  
23 settlement were also established and maintained, to allow Settlement Class Members  
24 to contact the Settlement Administrator by mail and/or email with any specific requests  
25 or questions. As of December 10, 2020, 220 pieces of correspondence and 5,097  
26 emails have been received.



1 *Requests for Exclusion and Objections*

2 24. The deadline to request exclusion from the settlement or to object to the  
3 settlement was November 30, 2020. As of December 10, 2020, Epiq has received 37  
4 unique requests for exclusion from the settlement. If necessary, I will provide a  
5 supplemental declaration to the Court prior to the Final Approval Hearing to provide  
6 updated information regarding any additional timely requests for exclusion from the  
7 settlement Epiq may receive (it is not uncommon to receive timely postmarked  
8 exclusion requests up to 10 business days after the filing deadline, especially this year  
9 with USPS mail handling and delivery delays). A copy of the Requests for Exclusion  
10 Report is included as **Attachment 6**.

11 25. As of December 10, 2020, I am aware of five objections to the settlement.  
12 I have reviewed the objections. One objection from Joshua Sauberman states that  
13 Notice delivery by USPS mail is insufficient, specifically “[c]onsidering recent  
14 disruptions to the United States Mail, notice should have also been conveyed by  
15 electronic mail to all class members.” As detailed above, Notice was sent via email to  
16 all Settlement Class Members with a facially valid email address or Postcard via USPS  
17 first class mail for Settlement Class Members without a facially valid email address  
18 and/or an undeliverable email address after multiple attempts. Epiq sent an Email  
19 Notice to Mr. Sauberman on August 28, 2020, which was returned as undeliverable.  
20 Subsequently, Epiq sent a Postcard Notice to Mr. Sauberman on September 21, 2020,  
21 which has not been returned as undeliverable.

22 *Status of Claims Processing*

23 26. As of December 10, 2020, Epiq has received 6,158 Claim Forms (5,115  
24 online and 1,043 paper). Since the Claim Deadline is January 12, 2021, these numbers  
25 are preliminary. In our experience, as the Claim Deadline approaches, it is likely there  
26 will be an increase in the number of Claim Forms filed. This is particularly true when  
27 a claim stimulation reminder notice is sent; like the notice that will be sent for this case.

28 27. In an effort to ensure the highest reasonable participation rate, no later

1 than 10 days prior to the Claim Deadline, Epiq will email a reminder notice to all  
2 Settlement Class Members with Inactive Lifetime Subscriptions, who have a valid,  
3 deliverable email address and have not submitted a Claim Form as of that date. The  
4 reminder email notice will remind such Settlement Class Members that should they  
5 wish to submit a Claim Form, they must do so by the Claim Deadline.

6 **PLAIN LANGUAGE NOTICE DESIGN**

7 28. The Notices were designed to be “noticed,” reviewed, and—by presenting  
8 the information in plain language—understood by Settlement Class Members. The  
9 design of the Notices followed the principles embodied in the Federal Judicial Center’s  
10 illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). Many courts, and as previously  
11 cited, the FJC itself, have approved notices that we have written and designed in a  
12 similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all  
13 of the key information about Settlement Class Members’ rights and options. Consistent  
14 with our normal practice, all notice documents underwent a final edit prior to actual  
15 mailing for grammatical errors and accuracy.

16 29. The Long-Form Notice provided substantial information to Settlement  
17 Class Members. The Long-Form Notice begins with a summary page, which provides  
18 a concise overview of the important information and a table highlighting key options  
19 available to Settlement Class Members. A question and answer format makes it easy  
20 to find answers to common questions by breaking the information into simple headings.

21 **CONCLUSION**

22 30. In class action notice planning, execution, and analysis, we are guided by  
23 due process considerations under the United States Constitution and by case law  
24 pertaining to the recognized notice standards under Rule 23. This framework directs  
25 that the notice plan be optimized to reach the class and, in a settlement class action  
26 notice situation such as this, that the notice or notice plan itself not limit knowledge of  
27 the availability of benefits—nor the ability to exercise other options—to class members  
28 in any way. All of these requirements were met in this case.



# Attachment 1

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

PHILIP ALVAREZ, RANDALL  
BETTISON, MARC KELLEHER, and  
DARLENE VAUGH individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

SIRIUS XM RADIO INC.,

Defendant.

Case No. 2:18-cv-8605-JVS-SS

**DECLARATION OF STEPHANIE J.  
FIERECK, ESQ. ON  
IMPLEMENTATION OF CAFA  
NOTICE**

1 I, STEPHANIE J. FIERECK, ESQ., hereby declare and state as follows:

2 1. My name is Stephanie J. Fierek, Esq. I am over the age of 21 and I have  
3 personal knowledge of the matters set forth herein, and I believe them to be true and  
4 correct.

5 2. I am the Legal Notice Manager for Epiq Class Action & Claims  
6 Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and  
7 implementing large-scale, un-biased, legal notification plans.

8 3. Epiq is a firm with more than 20 years of experience in claims processing  
9 and settlement administration. Epiq’s class action case administration services include  
10 coordination of all notice requirements, design of direct-mail notices, establishment of  
11 fulfillment services, receipt and processing of opt-outs, coordination with the United  
12 States Postal Service, claims database management, claim adjudication, funds  
13 management and distribution services.

14 4. The facts in this Declaration are based on what I personally know, as well  
15 as information provided to me in the ordinary course of my business by my colleagues  
16 at Epiq.

17 **CAFA NOTICE IMPLEMENTATION**

18 5. At the direction of counsel for the Defendant Sirius XM Radio Inc., 57  
19 officials, which included the Attorney General of the United States and the Attorneys  
20 General of each of the 50 states, the District of Columbia and the United States  
21 Territories were identified to receive the CAFA notice. Epiq maintains a list of these  
22 state and federal officials with contact information for the purpose of providing CAFA  
23 notice.

24 6. On June 15, 2020, Epiq sent 57 CAFA Notice Packages (“Notice”). The  
25 Notice was mailed by certified mail to 56 officials, including the Attorneys General of  
26 each of the 50 states, the District of Columbia and the United States Territories. The  
27 Notice was also sent by United Parcel Service (“UPS”) to the Attorney General of the  
28 United States. The CAFA Notice Service List (USPS Certified Mail and UPS) is

1 included hereto as **Attachment 1**.

2 7. The materials sent to the Attorneys General included a cover letter, which  
3 provided notice of the proposed settlement of the above-captioned case. The cover  
4 letter is included hereto as **Attachment 2**.

5 8. The cover letter was accompanied by a CD, which included the following:

6 A. Class Action Complaint for Declaratory and Injunctive Relief Only  
7 and Amended Consolidated Class Action Complaint;

8 B. Plaintiff's Notice of Motion and Motion for Preliminary Approval of  
9 Settlement (including):

- 10
- 11 • Declaration of Robert R. Ahdoot;
  - 12 • Declaration of Keith S. Dubanevich;
  - 13 • Declaration of Cornelius P. Dukelow;
  - 14 • Declaration of Philip Alvarez;
  - 15 • Declaration of Randall Bettison;
  - 16 • Declaration of Marc Kellehe;
  - 17 • Declaration of Darlene Vaugh;
  - 18 • Declaration of Paul Wright;
  - 19 • Declaration of Christian Tregillis;
  - 20 • [Proposed] Order Granting Preliminary Approval of Class Action  
21 Settlement;

22 C. Settlement Agreement and Release (with exhibits):

- 23 • Exhibit A – Claim Form;
- 24 • Exhibit B – Long Form Notice;
- 25 • Exhibit C – Summary Notice;
- 26 • Exhibit D – [Proposed] Final Approval Order and Judgement;
- 27 • Exhibit E – Declaration of Cameron R. Azari Esq. on Settlement  
28 Notice Plan;
- Exhibit F – [Proposed] Order Granting Preliminary Approval of  
Class Action Settlement;
- Exhibit G – Stipulation Undertaking Re Attorneys' Fees and  
Expenses in Connection with Proposed Class Action Settlement;
- Exhibit H – Covenant Not to Sue; and

D. Geographic Distribution of Class Members and Proportionate Share of  
Claims Report.



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I declare under penalty of perjury that the foregoing is true and correct.  
Executed on July 7, 2020.



Stephanie J. Fiereck, Esq.

# **Attachment 1**

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	William Barr	950 Pennsylvania Ave NW		Washington	DC	20530

**CAFA Notice Service List**  
**USPS Certified Mail**

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Kevin G Clarkson	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36130
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	William Tong	55 Elm St		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	441 4th St NW	Suite 1100 South	Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Clare E. Connors	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Curtis T Hill Jr	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Avenue	Suite 118	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Eric Schmitt	207 West High Street	PO Box 899	Jefferson City	MO	65102
MS Attorney General's Office	Lynn Fitch	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Tim Fox	Department of Justice	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	Gordon MacDonald	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Gurbir S Grewal	25 Market Street	P.O. Box 080	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Aaron Ford	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	Letitia James	The Capitol		Albany	NY	12224
Office of the Attorney General	Dave Yost	30 East Broad Street	14th Floor	Columbus	OH	43215
Office of the Attorney General	Mike Hunter	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Jason Ravnsborg	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrisey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	2320 Capitol Avenue		Cheyenne	WY	82002
Department of Legal Affairs	Mitzie Jessop Taase	Executive Office Building 3rd Floor	PO Box 7	Utulei	AS	96799
Attorney General Office of Guam	Leevin T Camacho	Administration Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Dennise N. Longo Quinones	PO Box 9020192		San Juan	PR	00902
Department of Justice	Denise N. George	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

# **Attachment 2**

**NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

June 15, 2020

**VIA UPS OR USPS CERTIFIED MAIL**

**Class Action Fairness Act – Notice to Federal and State Officials**

Dear Sir or Madam:

Pursuant to the “Class Action Fairness Act,” (“CAFA”), 28 U.S.C. §1715, please find enclosed information from Sirius XM Radio Inc. relating to the proposed settlement of a class action lawsuit.

- **Case:** *Alvarez et al. v. Sirius XM Radio Inc.*, Case No. 2:18-cv-8605-JVS-SS.
- **Court:** United States District Court, Central District of California, Southern Division.
- **Defendant:** Sirius XM Radio Inc.
- **Judicial Hearing Scheduled:** At this time, a Final Approval Hearing has not been scheduled by the Court. At the time of the hearing, these matters may be continued without further notice.
- **Documents Enclosed:** Copies of the following documents are contained on the enclosed CD:
  1. Class Action Complaint for Declaratory and Injunctive Relief Only and Amended Consolidated Class Action Complaint;
  2. Plaintiff’s Notice of Motion and Motion for Preliminary Approval of Settlement (including):
    - Declaration of Robert R. Ahdoot;
    - Declaration of Keith S. Dubanevich;
    - Declaration of Cornelius P. Dukelow;
    - Declaration of Philip Alvarez;
    - Declaration of Randall Bettison;
    - Declaration of Marc Kellehe;
    - Declaration of Darlene Vaugh;
    - Declaration of Paul Wright;
    - Declaration of Christian Tregillis;

**NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

- [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
3. Settlement Agreement and Release (with exhibits):
- Exhibit A – Claim Form;
  - Exhibit B – Long Form Notice;
  - Exhibit C – Summary Notice;
  - Exhibit D – [Proposed] Final Approval Order and Judgement;
  - Exhibit E – Declaration of Cameron R. Azari Esq. on Settlement Notice Plan;
  - Exhibit F – [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
  - Exhibit G – Stipulation Undertaking Re Attorneys’ Fees and Expenses in Connection with Proposed Class Action Settlement;
  - Exhibit H – Covenant Not to Sue; and
4. Geographic Distribution of Class Members and Proportionate Share of Claims Report.

Very truly yours,

Notice Administrator

Enclosures



# Attachment 2

**From:** noreply\_lifetimesiriusxmsett  
**Sent:** Friday, August 28, 2020 2:52 PM  
**To:**  
**Subject:** Legal Notice of Class Action Settlement

**CAUTION:** This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

{{REC.UNIQUE\_ID}}

{{REC.KEY\_NAME}}

## ***Alvarez v. Sirius XM Radio Inc., Case No. 2:18-cv-08605-JVS-SS***

### **If You Purchased A Subscription From Sirius XM That Was Marketed Or Sold As A “Lifetime Plan” Or “Lifetime Subscription” This Class Action Settlement May Affect Your Rights.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

A Settlement has been proposed in a class action lawsuit against Sirius XM Radio Inc. (“Sirius XM”), arising out of Sirius XM’s marketing and sale of “Lifetime Plans,” or “Lifetime Subscriptions,” to its satellite radio service. The Plaintiffs alleged that Sirius XM breached its subscription agreement by refusing to honor paid subscriptions which were sold as a “Lifetime Plan” or a “Lifetime Subscription.” Sirius XM denies any claim of wrongdoing, and asserts that Lifetime Subscriptions were limited to the life of the radio originally used for the subscription (not for the life of the subscriber) and that the Subscriptions were subject to a limited number of radio transfers, subject to a per-transfer \$75 fee. The Court has not decided who is right.

**Who is included? Sirius XM’s records show you are likely a Class Member.** The Class includes those who purchased a paid subscription from Sirius XM that was marketed as a “Lifetime Plan” or “Lifetime Subscription” (together, “Lifetime Subscriptions”).

**What does the Settlement provide?** Your Settlement benefits depend on whether you hold an “active” or “inactive” Lifetime Subscription as of June 5, 2020. You have an active Lifetime Subscription if your radio is still authorized to receive satellite radio service pursuant to the Lifetime Subscription purchased by you. Check your radio to see if it is receiving service under such a Subscription that you purchased. Or, to check whether your Subscription is active or inactive, visit and use the account lookup tool on the homepage of the Settlement Website ([www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)). If you have an active Lifetime Subscription, you can transfer it to another radio capable of receiving Sirius XM’s satellite radio service for an unlimited number of times at a cost of \$35 per transfer. If you have an inactive Lifetime Subscription, you can (i) reactivate your Subscription to another radio capable of receiving Sirius XM’s satellite radio service for an unlimited number of times at a cost of \$35 per transfer, or (ii) receive a payment of \$100 in cash and have the Lifetime Subscription be forever cancelled. For more information, please see the Detailed Notice available at the Settlement Website.

**How To Get Benefits.** If you hold an active Lifetime Subscription, you automatically qualify to receive the benefits provided by the Settlement assuming the Settlement is approved by the Court. If you hold an inactive Lifetime Subscription, you must submit a Claim Form, which you can file online by **January 12, 2021** at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com). You can also print a Claim Form from the website or request one by calling the toll-free number and submit it by mail to be received no later than **January 12, 2021**.

If you hold multiple Lifetime Subscriptions, you may separately claim the benefits applicable to each of your Lifetime Subscriptions. If you hold more than one Inactive Lifetime Subscription, you must submit a separate Claim Form for each Inactive Lifetime Subscription that you hold.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **November 30, 2020**. If you do not exclude yourself, you will release your claims against Sirius XM. You may object to the Settlement by **November 30, 2020**. The Detailed Notice available on the website explains how to exclude yourself or object and has other important information. The Court will hold a Hearing on **January 25, 2021** at 1:30 PM to consider whether to approve the Settlement, including attorneys' fees and expenses and service payments. You may appear at the hearing, subject to the Court's process and rules, by yourself or through an attorney hired by you, but you don't have to. For more information, call the toll-free number below or visit the website.

[www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)

1-855-917-3525

*Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.*

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

# Attachment 3

Alvarez v. Sirius XM Radio Inc.  
P.O. Box 4079  
Portland, OR 97208-4079



Unique ID:

*Alvarez v. Sirius XM Radio Inc.,*  
Case No. 2:18-cv-08605-JVS-SS

**If You Purchased A Subscription From  
Sirius XM That Was Marketed Or Sold  
As A “Lifetime Plan” Or “Lifetime  
Subscription” This Class Action  
Settlement May Affect Your Rights.**

*A federal court has authorized this Notice.  
This is not a solicitation from a lawyer.*

A Settlement has been proposed in a class action lawsuit against Sirius XM Radio Inc. (“Sirius XM”), arising out of Sirius XM’s marketing and sale of “Lifetime Plans,” or “Lifetime Subscriptions,” to its satellite radio service. The Plaintiffs alleged that Sirius XM breached its subscription agreement by refusing to honor paid subscriptions which were sold as a “Lifetime Plan” or a “Lifetime Subscription.” Sirius XM denies any claim of wrongdoing, and asserts that Lifetime Subscriptions were limited to the life of the radio originally used for the subscription (not for the life of the subscriber) and that the Subscriptions were subject to a limited number of radio transfers, subject to a per-transfer \$75 fee. The Court has not decided who is right.

**Who is included? Sirius XM’s records show you are likely a Class Member.** The Class includes those who purchased a paid subscription from Sirius XM that was marketed as a “Lifetime Plan” or “Lifetime Subscription” (together, “Lifetime Subscriptions”).

**What does the Settlement provide?** Your Settlement benefits depend on whether you hold an “active” or “inactive” Lifetime Subscription as of June 5, 2020. You have an active Lifetime Subscription if your radio is still authorized to receive satellite radio service pursuant to the Lifetime Subscription purchased by you. Check your radio to see if it is receiving service under such a Subscription that you purchased. Or, to check whether your Subscription is active or inactive, visit and use the account lookup tool on the homepage of the Settlement Website ([www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)). If you have an active Lifetime Subscription, you can transfer it to another radio capable of receiving Sirius XM’s satellite radio service for an unlimited number of times at a cost of \$35 per transfer. If you have an inactive Lifetime Subscription, you can (i) reactivate your Subscription to another radio capable of receiving Sirius XM’s

satellite radio service for an unlimited number of times at a cost of \$35 per transfer, or (ii) receive a payment of \$100 in cash and have the Lifetime Subscription be forever cancelled. For more information, please see the Detailed Notice available at the Settlement Website.

**How To Get Benefits.** If you hold an active Lifetime Subscription, you automatically qualify to receive the benefits provided by the Settlement assuming the Settlement is approved by the Court. If you hold an inactive Lifetime Subscription, you must submit a Claim Form, which you can file online by **January 12, 2021** at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com). You can also print a Claim Form from the website or request one by calling the toll-free number and submit it by mail to be received no later than **January 12, 2021**.

If you hold multiple Lifetime Subscriptions, you may separately claim the benefits applicable to each of your Lifetime Subscriptions. If you hold more than one Inactive Lifetime Subscription, you must submit a separate Claim Form for each Inactive Lifetime Subscription that you hold.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **November 30, 2020**. If you do not exclude yourself, you will release your claims against Sirius XM. You may object to the Settlement by **November 30, 2020**. The Detailed Notice available on the website explains how to exclude yourself or object and has other important information. The Court will hold a Hearing on **January 25, 2021** at 1:30 PM to consider whether to approve the Settlement, including attorneys’ fees and expenses and service payments. You may appear at the hearing, subject to the Court’s process and rules, by yourself or through an attorney hired by you, but you don’t have to. For more information, call the toll-free number below or visit the website.

# Attachment 4



Alvarez v. Sirius XM Radio Inc.  
P.O. Box 4079  
Portland, OR 97208-4079



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# **If You Purchased A Subscription From Sirius XM That Was Marketed Or Sold As A “Lifetime Plan” Or “Lifetime Subscription” This Class Action Settlement May Affect Your Rights.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

## **THIS NOTICE OF A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been proposed in a class action lawsuit against Sirius XM Radio Inc. (“Sirius XM”), arising out of Sirius XM’s marketing and sale of “Lifetime Plans” or “Lifetime Subscriptions” to its satellite radio service (referred to herein as “Lifetime Subscriptions”). The Plaintiffs alleged that Sirius XM breached its subscription agreement by refusing to honor paid subscriptions which were sold as a “Lifetime Plan” or a “Lifetime Subscription.” Sirius XM asserts that its Lifetime Subscriptions were limited to the life of the radio originally used for the subscription (as opposed to the life of the subscriber) and that its Lifetime Subscriptions were subject to a limited number of radio transfers, subject to a \$75 transfer fee for each such transfer.
- You are a Class Member and are affected by this Settlement if you purchased a paid subscription account from Sirius XM that was marketed or sold as a “lifetime plan” or a “lifetime subscription.”
- The Settlement benefits available to Class Members will depend on whether you hold an “active” or “inactive” Lifetime Subscription as of June 5, 2020. If the Lifetime Subscription you purchased is associated with a satellite radio that, as of June 5, 2020 was activated to receive Sirius XM’s satellite radio service, and continues to be authorized to receive service, according to Sirius XM’s records, then you have an “active” Lifetime Subscription (whether or not such radio remains in use by you). If the Lifetime Subscription you purchased is, according to Sirius XM’s records, as of June 5, 2020, no longer associated with a satellite radio that was activated to receive service from Sirius XM according to Sirius XM’s records, then you have an “inactive” Lifetime Subscription. To determine whether your Lifetime Subscription is active or inactive as of June 5, 2020, please visit [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) and use the account lookup tool on the landing page of the website.
- Under the Settlement, Class Members with Lifetime Subscriptions that are active as of June 5, 2020 (“Active Lifetime Subscriptions”) will be able to transfer their Lifetime Subscriptions from one satellite radio to another radio capable of receiving Sirius XM’s satellite radio service (either pursuant to a paid or trial subscription to satellite radio and/or data services) for an unlimited number of times provided that they pay a transfer fee to Sirius XM of \$35 for each transfer. The Settlement reduces the transfer fee from \$75 to \$35. If you hold an Active Lifetime Subscription you automatically qualify to receive the benefits provided by the Settlement assuming (as explained below) the Settlement is approved by the Court.
- Under the Settlement, Class Members with Lifetime Subscriptions that are inactive as of June 5, 2020 (“Inactive Lifetime Subscriptions”) may choose either to (i) reactivate their Lifetime

**THIS SETTLEMENT AFFECTS YOUR LEGAL RIGHTS EVEN IF YOU DO NOTHING.  
QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**

Subscriptions on a satellite radio that is not currently receiving Sirius XM’s service (including paid and trial subscriptions to satellite radio and/or data services) and thereafter transfer their subscriptions from one satellite radio to another radio capable of receiving Sirius XM’s satellite radio service, at their option, for an unlimited number of times provided that they pay a transfer fee to Sirius XM of \$35 per transfer, or (ii) receive a payment of \$100 in cash and have their Inactive Lifetime Subscription be forever cancelled. Inactive Lifetime Subscription holders may elect to cancel another paid Sirius XM subscription they may have on their account when they reactivate their Lifetime Subscription and receive a pro-rata refund of any amounts paid for future service unless such paid subscription purchase included bundled equipment. Inactive Lifetime Subscription holders who reactivate their Lifetime Subscriptions may also obtain Internet streaming access to the Sirius XM radio service for no additional fee to Sirius XM (a feature that is already available to Active Lifetime Subscribers).

- Any Class Member with an active Lifetime Subscription, as well as any Class Member with an inactive Lifetime Subscription, is responsible for any Federal, state and local taxes in addition to the \$35 transfer fee for each transfer.
- Inactive Lifetime Subscription holders must submit a Claim Form to receive any benefit. If you hold an Inactive Lifetime Subscription your Claim Form must be received on or before **January 12, 2021** (the “Claim Deadline”) and you must elect to receive either the reactivation option or the cash option set forth above, but not both. Claim Forms can be submitted online at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) or they can be downloaded / printed from the Settlement Website and mailed to the Settlement Administrator at the address on the form such that they are received no later than **January 12, 2021**. Claim Forms are also available by calling 1-855-917-3525 or by writing to *Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605-JVS-SS P.O. Box 4079, Portland, OR 97208-4079.
- If you hold multiple Lifetime Subscriptions, you may separately claim the benefits applicable to each of your Lifetime Subscriptions. If you hold more than one Inactive Lifetime Subscription, you must file a separate Claim Form for each Inactive Lifetime Subscription that you hold.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	<p>If you hold an <b>Active Lifetime Subscription</b>, you will automatically qualify to receive benefits from the Settlement, assuming (as explained below) the Settlement is approved by the Court. If you do nothing, you will remain in the Settlement and receive Settlement benefits, which are described in more detail in Questions 8-11 below. However, you will give up your rights to be part of any other lawsuit or legal proceeding against Sirius XM or any Released Parties about the claims made in this case and released by the Settlement.</p> <p>If you hold an <b>Inactive Lifetime Subscription</b>, you <u>must</u> file a Claim Form such that it is received on or before the Claim Deadline to receive any Settlement benefits. If you hold an Inactive Lifetime Subscription, and you do nothing, you will <b>not</b> receive either of the forms of benefit provided by this Settlement and you will give up your rights to sue Sirius XM or any Released Parties for the claims made in this case and released by the Settlement.</p>

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**

<p><b>Deadline for Claim Form from an inactive lifetime subscriber to be Received:</b></p> <p><b>January 12, 2021</b></p>	<p>If you hold an <b>Inactive Lifetime Subscription</b>, submitting a Claim Form is the only way that you can receive either of the forms of benefit provided by this Settlement, that is, either the reactivation option or the cash option summarized above, for each Inactive Lifetime Subscription that you hold.</p> <p>If you submit a Claim Form, you will give up the right to sue Sirius XM or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form such that it is received by <b>January 12, 2021</b>.</p>
<p><b>Exclude Yourself From This Settlement</b></p> <p><b>Deadline: November 30, 2020</b></p>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Sirius XM or any Released Parties for the claims made in this case and released by this Settlement.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement. If you choose to exclude yourself, you must do so by <b>November 30, 2020</b>.</p>
<p><b>Object to or Comment on the Settlement</b></p> <p><b>Deadline: November 30, 2020</b></p>	<p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.</p> <p>If you object, and you are an Active Lifetime Subscriber, you will automatically qualify to receive benefits from the Settlement, assuming (as explained below) the Settlement is approved by the Court.</p> <p>If you object, and are an Inactive Lifetime Subscriber, you may also file a Claim Form to receive either of the forms of benefit provided by this Settlement.</p> <p>If you choose to object, you must do so by <b>November 30, 2020</b>.</p> <p>In either case, you will give up the right to sue Sirius XM or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement.</p>
<p><b>Go to the “Final APPROVAL” Hearing</b></p> <p><b>Date: January 25, 2021 at 1:30 p.m.</b></p>	<p>You may participate in the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment, or you may appear at the Final Approval Hearing and request that the Court allow you to speak. You are <u>not</u> required to attend the Final Approval Hearing. Please note that the Court may have special requirements for the Final Approval Hearing as a result of the Covid 19 Pandemic; please check the Settlement Website for updates prior to the hearing. See paragraph 25 below for more details.</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. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM) OR CALL 1-855-917-3525**



## BASIC INFORMATION

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

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

The Honorable District Judge James V. Selna of the United States District Court for the Central District of California, Southern Division is overseeing this class action. The case is known as *Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605-JVS-SS (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Sirius XM Radio Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiffs claim that Sirius XM misrepresented the Lifetime Subscriptions that it marketed and sold by leading customers to believe that such subscriptions were for the lifetime of the customer. And, the Plaintiffs claim, Sirius XM’s refusal to honor the Lifetime Subscriptions breached Sirius XM’s agreement with its customers. Sirius XM asserts that its Lifetime Subscriptions were limited to the life of the satellite radio originally used for the subscription (as opposed to the life of the subscriber) and that its Lifetime Subscriptions were subject to a limited number of radio transfers between satellite radios, and subject to a \$75 transfer fee for each such transfer. Sirius XM therefore denies any wrongdoing and denies all other claims made in the Action. No court or other entity has made any judgment or other determination of any wrongdoing or that the Sirius XM violated the law. By entering into the Settlement, Sirius XM is not admitting that it did anything wrong.

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

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

The class representatives in this case are the Plaintiffs: Philip Alvarez, Randall Bettison, Marc Kelleher, and Darlene Vaughn.

### 4. Why is there a Settlement?

The Plaintiffs and Sirius XM do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Plaintiffs or Sirius XM. Instead, the Plaintiffs and Sirius XM have agreed to settle the Action. The Plaintiffs and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Sirius XM.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Class Member, and you are affected by this Settlement, if you purchased a subscription from Sirius XM that was marketed and sold to you as a “Lifetime Plan” or “Lifetime Subscription” (together, “Lifetime Subscriptions”).

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM) OR CALL 1-855-917-3525**

**6. Are there exceptions to being included in the Settlement?**

Yes, the Settlement does not include: Sirius XM, its subsidiaries, parent companies, successors, predecessors, and any entity in which Sirius XM or its parent has a controlling interest, and their current or former officers, directors, legal representatives, employees, and assigns; the Judge presiding over the Action, and members of his family; and any individual who timely and validly requests to be excluded from the Settlement Class.

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

If you are still not sure whether you are a Class Member, you may go to the Settlement website at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) (and use the account lookup tool on the landing page of the website), email the Settlement Administrator at [info@LifetimeSiriusXMSettlement.com](mailto:info@LifetimeSiriusXMSettlement.com), or call the Settlement Administrator's toll-free number at 1-855-917-3525.

**THE SETTLEMENT BENEFITS****8. What does the Settlement provide?**

The Settlement will provide Class Members with the following benefits:

- Unlimited transfers of Active Lifetime Subscriptions from one satellite radio to another satellite radio;
- A transfer fee of \$35 per transfer;
- Reactivation of Inactive Lifetime Subscriptions on a satellite radio that is not currently receiving Sirius XM's satellite radio service or a \$100 cash payment for Class Members who hold Inactive Lifetime Subscriptions and who do not elect to reactivate their Lifetime Subscriptions. In the event Class Members with Inactive Lifetime Subscriptions choose to reactivate their account, they would thereafter be entitled to transfer their reactivated Lifetime Subscriptions to another radio capable of receiving Sirius XM's satellite radio service for an unlimited number of times provided that they pay a transfer fee to Sirius XM of \$35 per transfer. A person who chooses to reactivate an Inactive Lifetime Subscription may elect to cancel another Sirius XM paid subscription on his or her account and receive a pro rata refund of any amounts paid for future service unless such paid subscription purchase included bundled equipment;
- In addition to the benefits described above, and after the Settlement becomes final, Sirius XM will also make available Internet streaming access to Inactive Lifetime Subscribers who choose to reactivate their subscriptions for no additional fee to Sirius XM. Internet streaming access is already available to Active Lifetime Subscribers.
- The unlimited transfers described above must be done through the Sirius XM website at the following URL address: [care.siriusxm.com](http://care.siriusxm.com). In the event this URL address is changed or amended, Sirius XM will first publish the new address in its Customer Agreement (which can be found on its website) or provide the new address on the landing page of the Sirius XM website.
- Sirius XM has also agreed to pay (i) Settlement Administration Expenses, (ii) Court approved Service Payments to the Named Plaintiffs, and (iii) Court approved attorneys' fee and expenses, all set forth in and limited by the maximum amounts set forth in the Settlement Agreement (where applicable). These amounts will be paid by Sirius XM and will not reduce any benefits to be paid to Class Members.

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**



**9. Is my Lifetime Subscription account active or inactive?**

The benefits you can obtain from the Settlement will depend on whether you hold an Active Lifetime Subscription or an Inactive Lifetime Subscription. You hold an “Active Lifetime Subscription” if your Lifetime Subscription is associated with a satellite radio that, according to Sirius XM’s records, was activated to receive Sirius XM’s satellite radio service and continues to be authorized to receive the Sirius XM satellite radio service (whether or not such satellite radio remains in use by you) as of June 5, 2020. You hold an “Inactive Lifetime Subscription” if your Lifetime Subscription is **no longer** associated with a satellite radio that, according to Sirius XM’s records, was activated to receive Sirius XM’s satellite radio service as of June 5, 2020.

To determine whether your Lifetime Subscription is active or inactive as of June 5, 2020, please go to the Settlement Website at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) and use the account lookup tool on the landing page of the website, email the Settlement Administrator at [info@LifetimeSiriusXMSettlement.com](mailto:info@LifetimeSiriusXMSettlement.com), or call the Settlement Administrator’s toll-free number at 1-855-917-3525.

**10. What Settlement benefits can I receive if I hold an Active Lifetime Subscription?**

If you hold an Active Lifetime Subscription, according to Sirius XM’s records, you automatically qualify for the Settlement’s benefits, assuming the Settlement is approved by the Court, and you will not have to file a Claim Form.

If the Settlement is approved and becomes effective, you will be entitled to transfer your Lifetime Subscription from one satellite radio to another radio capable of receiving Sirius XM’s satellite radio service an unlimited number of times upon payment of a per-transfer fee of \$35. You will need to request each transfer online at the following URL address: [care.siriusxm.com](http://care.siriusxm.com).

If your Active Lifetime Subscription becomes inactive after June 5, 2020, you are still entitled to all of the Settlement’s benefits afforded to Active Lifetime Subscriptions described in this Paragraph.

**11. What Settlement benefits can I receive if I hold an Inactive Lifetime Subscription?**

If you hold an Inactive Lifetime Subscription, according to Sirius XM’s records, you must submit a Claim Form on or before the Claim Deadline in order to receive benefits under the Settlement. The deadline for the Claim Form to be received is **January 12, 2021**.

If you hold an Inactive Lifetime Subscription, you may select either the Reactivation Option or the Cash Payment Option, but not both, by filing a Claim Form as explained above. Each of the options is explained below. You cannot elect both options. The benefit you have selected will become available to you if the Settlement is approved and becomes effective.

**Reactivation Option:** If you want to reactivate your Lifetime Subscription and if you submit a timely Claim Form to do so, your subscription will be reactivated 30 days after the Settlement’s Effective Date on a satellite radio that is not currently receiving Sirius XM’s satellite radio service. If you choose to reactivate your Inactive Lifetime Subscription, you may elect to cancel another Sirius XM subscription on your account when re-activating your Lifetime Subscription and receive a pro-rata refund of any amount paid for future service, unless such paid subscription purchase included bundled equipment. Thereafter, you will be entitled to transfer your Lifetime Subscription to another radio capable of receiving Sirius XM’s satellite radio service for an unlimited number of times provided that you pay a transfer fee of \$35 for each such transfer. Once the Settlement is approved by the court and become final, you will need to request each transfer online at the following internet address: [care.siriusxm.com](http://care.siriusxm.com).

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**



**Cash Payment Option:** If you do not submit a claim to reactivate your Inactive Lifetime Subscription, you may instead submit a claim to receive a cash payment of \$100 for each Inactive Lifetime Subscription that you hold. By doing so, you will forever cancel that subscription.

The deadline for your Claim Form to be received is **January 12, 2021**.

**12. Tell me more about the Sirius XM’s Transfer Internet Page.**

As a result of the Action, Sirius XM has agreed to establish and maintain a Transfer Internet Page ([care.siriusxm.com](http://care.siriusxm.com)) where Class Members will be able to request transfers of their Lifetime Subscriptions online. In the event this URL address is changed or amended, Sirius XM will first publish the new address in its Customer Agreement (which can be found on its website) or provide the new address on the landing page of the Sirius XM website.

For more information, please see the Settlement Agreement, available at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com).

**13. What am I giving up to stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Sirius XM and any of the Released Parties about the claims made in this case and released by the Settlement.

The specific rights you are giving up are called Released Claims (see next question).

**14. What are the Released Claims?**

If you are a Class Member, and you do not Opt Out of the Settlement, and the Settlement becomes final, you will be releasing Defendant (Sirius XM) from any liability regarding any and all claims associated with this case, as explained in the Settlement Agreement. You will give up your right to be part of any other lawsuit against the Defendant (Sirius XM) regarding the claims resolved by this Settlement and released by the Settlement Agreement. The specific claims you will release are provided in paragraphs 83-89 of the Settlement Agreement (available at [www.LifeTimeSiriusXMSettlement.com](http://www.LifeTimeSiriusXMSettlement.com)). A copy of paragraphs 83-89 of the Settlement Agreement, which sets out the claims released by you, if you are a Class Member, is attached to this Notice as Exhibit A.

**HOW TO GET SETTLEMENT BENEFITS**

**15. How do I make a claim for Settlement Benefits?**

If, as of June 5, 2020, you held a Lifetime Subscription that is active (*i.e.* Active Lifetime Subscription), you will not have to do anything to receive the benefits provided by the Settlement assuming the Settlement is approved by the Court.

If, as of June 5, 2020, you held an Lifetime Subscription that is not active (*i.e.* Inactive Lifetime Subscription), you must submit a Claim Form so that it is received by the Settlement Administrator by **January 12, 2021** and elect to receive either: (1) reactivation of your Lifetime Subscription *or* (2) a \$100 cash payment for each Inactive Lifetime Subscription that you hold, but not both.

If you had an Active Lifetime Subscription as of the date of the Settlement Agreement, and it became inactive prior to the Effective Date (*i.e.*, the date on which the Final Approval Order and Judgment becomes final, as explained in the Settlement Agreement), you are entitled to the same benefits that

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**



are available to Settlement Class Members with Active Lifetime Subscriptions. To reactivate your Lifetime Subscription, you must visit the Transfer Internet Page (described above in Paragraph 12) after the Effective Date to reactivate your account and follow the instructions there. You will need to pay a \$35 reactivation fee.

#### 16. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-855-917-3525, emailing [info@LifetimeSiriusXMSettlement.com](mailto:info@LifetimeSiriusXMSettlement.com), or by writing to:

*Alvarez v. Sirius XM Radio Inc.*  
P.O. Box 4079  
Portland, OR 97208-4079

#### 17. When and how will I receive the benefits I claim from the Settlement?

It may take more than one year for the Court to decide whether to approve the Settlement and for the Settlement to become final. Please be patient and check [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) for updates. No benefits will be provided until the Court has approved the settlement and any appeals have been resolved. The “Effective Date,” as explained more fully and defined in the Settlement Agreement, will then have been reached.

If you are an Active Lifetime Subscriber, you will be able as of the Effective Date to transfer Lifetime Subscriptions, an unlimited number of times, to another radio capable of receiving Sirius XM’s satellite radio service by (1) paying a \$35 transfer fee for each transfer, and (2) requesting the transfer online on the Transfer Internet Page ([care.siriusxm.com](http://care.siriusxm.com) or as described in Paragraph 12 above).

If you are an Inactive Lifetime Subscriber and have submitted a timely Claim Form to reactivate your Inactive Lifetime Subscription (*see* Paragraph 11, above), Sirius XM will reactivate your Lifetime Subscription within thirty (30) days after the Effective Date. For Class Members who elect the reactivation option, the Settlement Administrator will provide instructions after the Effective Date.

If you are an Inactive Lifetime Subscriber and have submitted a timely Claim Form seeking the cash payment option, your check for \$100 will be sent to you by the Settlement Administrator *via* first-class mail within sixty (60) days after the Effective Date.

### THE LAWYERS REPRESENTING YOU

#### 18. Do I have a lawyer in this case?

Yes, the Court has appointed Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC, Keith S. Dubanevich of Stoll Stoll Berne Lokting & Shlachter, PC, and Cornelius P. Dukelow of Abington Cole & Ellery as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

#### 19. How will Class Counsel be paid?

Pursuant to the Settlement Agreement, Class Counsel will file a motion asking the Court to award them attorneys’ fees and expenses of up to \$3,500,000.00. They will also ask the Court to approve \$5,000 service payments to each of the Named Plaintiffs and for a fifth Class Member for participating in this Action and an earlier action and for their efforts in achieving the Settlement. If

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**

awarded, these amounts will be paid by Sirius XM and will not reduce any benefits to be paid to Class Members. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees, costs, and expenses, and application for service payments will be made available on the Settlement Website at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) twenty-one (21) days before the deadline for you to comment or object to the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Sirius XM on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of the Settlement.

### 20. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a request to exclude yourself from the Settlement. The request must be in writing and identify the case name *Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605; state your name and address; be physically signed by you (or by a person authorized by law to act on your behalf); and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605.” You must mail your request to be excluded from the Settlement Class such that it is received by the Settlement Administrator at the address below no later than **November 30, 2020**:

*Alvarez v. Sirius XM Radio Inc.*  
P.O. Box 4079  
Portland, OR 97208-4079

You cannot exclude yourself by telephone or by e-mail.

### 21. If I exclude myself, can I still get any of the Settlement benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only receive any of the Settlement benefits described in this notice if you stay in the Settlement.

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

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

## OBJECT TO OR COMMENT ON THE SETTLEMENT

### 23. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, on or before **November 30, 2020**, you must mail or hand-deliver your written objection to the

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**



Settlement to Class Counsel and Counsel for Sirius XM at the addresses set forth below, and file, mail or hand-deliver your objection simultaneously to the Court, at the address below.

Your objection must (i) include your full name, current address, email address and telephone number, as well as the name, email address and telephone number of all attorneys representing you (if any); (ii) identify the Lifetime Subscription purchased, including the month and year of the purchase, that brings him or her within the scope of the Settlement Class; (iii) contain your original signature and the signature of your attorneys, if any; (iv) state whether you object to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for your objection; (vi) include a list of all cases, by name and case number, in which the you and/or your counsel has filed or in any way participated—financially or otherwise—in objecting to a class action settlement in the previous five (5) years; and (vii) provide copies of any documents that you wish to submit in support of your position.

Clerk of the Court United States District Court Central District of California 411 West 4th Street Santa Ana, CA 92701-4516	Class Counsel Robert Ahdoot Ahdoot & Wolfson, PC c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079	Defense Counsel Thomas Demitrack Jones Day 901 Lakeside Avenue Cleveland, OH 44114-1190
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**24. What is the difference between objecting and requesting exclusion?**

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

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **January 25, 2021 at 1:30 p.m.** before the Honorable District Judge James V. Selna of the United States District Court for the Central District of California, Southern Division, 411 West 4th Street, Courtroom 10C, Santa Ana, CA 92701.

Please note that the Court may have special procedures in places as a result of the Covid 19 Pandemic. For example, the hearing may take place by video conference, or you may have to request a hearing date after the Court issues a tentative ruling. Please check the Settlement Website ([www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)) regularly and prior to the hearing date for updates. You may also visit the Court’s website (<https://www.cacd.uscourts.gov/honorable-james-v-selna>) for more information on the Court’s process regarding hearings.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel’s application for attorneys’ fees, costs and expenses; and the service payments to the Named Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**26. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**

**27. May I speak at the Final Approval Hearing?**

Yes. If you wish to, you may attend and speak at the Final Approval Hearing, whether or not you intend to object to the Settlement. If you, or your attorney, wish to appear and speak at the Final Approval Hearing, you must do the following prior to **December 18, 2020** (1) mail or hand-deliver to the Court a “Notice of Intention to Appear” in the Action to the address set forth in Paragraph 23, above; (2) provide copies of any exhibits or documents that you intend to present or use at the hearing; (3) provide a list of all witnesses that you intend to call to give evidence at the hearing; (4) take all other actions or make additional submissions as may be ordered by the Court; and (5) mail or hand-deliver any notice and any exhibits, lists or documents, to Class Counsel and Counsel for Sirius XM at the addresses set forth in Paragraph 23, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Paragraph 23, no later than the **December 18, 2020** deadline. Please note that if you do not file a Notice of Intention, you may still appear at the Final Approval Hearing and request to address the Court.

**IF YOU DO NOTHING**

**28. What happens if I do nothing at all?**

If you hold an Active Lifetime Subscription, and you do nothing, you will remain in the Settlement and will be entitled to receive Settlement benefits. However, you will give up your rights to be part of any other lawsuit or legal proceeding against the Sirius XM or Released Parties about the claims made in this case and released by the Settlement.

If you hold an Inactive Lifetime Subscription, and you do nothing, you will **not** receive any of the Settlement benefits and you will give up your rights to sue Sirius XM and certain related parties for the claims made in this case and released by the Settlement, and not receive anything from this Settlement.

**GETTING MORE INFORMATION**

**29. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com), by calling 1-855-917-3525 or by writing to *Alvarez v. Sirius XM Radio Inc.*, P.O. Box 4079, Portland, OR 97208-4079. In the event of any conflict between this Notice and the Settlement Agreement, the Settlement Agreement shall be binding. Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or by reviewing the Court’s online docket.

If you have questions you may contact Class Counsel either by email at [info@LifetimeSiriusXMSettlement.com](mailto:info@LifetimeSiriusXMSettlement.com) or by mail at:

Robert Ahdoot Ahdoot & Wolfson, PC c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079	Keith Dubanevich Stoll Stoll Berne Lokting & Schlachter, PC c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079	Cornelius Dukelow Abington Cole & Ellery c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079
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**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.  
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**





**EXHIBIT A**

**PARAGRAPHS 83-89 OF THE SETTLEMENT AGREEMENT**

**“RELEASES”**

83. In addition to the effect of any orders and final judgments entered in accordance with this Agreement, Named Plaintiffs, Paul Wright, and any Settlement Class Member (individually, a “Releasing Party,” and collectively, the “Releasing Parties”), whether or not that Settlement Class Member objects to the Settlement, shall be bound by this Agreement and shall have recourse only to the benefits, rights and remedies provided hereunder. The Releasing Parties shall completely release and forever discharge Sirius XM (including its predecessor companies, Sirius Satellite Radio Inc., XM Satellite Radio Holdings Inc., and XM Satellite Radio Inc.) and each of its past, present or future parents, subsidiaries, affiliates, officers, directors, employees, general or limited partners, insurers, legal representatives, trustees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (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 of being known, (ii) those which are unknown but might be discovered or discoverable, and (iii) those accrued or unaccrued, matured or not matured, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, all from the beginning of the world until today, that arise out of or in any way relate or pertain to claims, no matter how styled, (a) that were asserted, or attempted to be asserted, or that could have been asserted, based on the facts alleged in the Cases, the Action and / or the Consolidated Class Action Complaint, or (b) that arise out of, relate to, or are in connection with the sale of Sirius XM’s Lifetime Subscriptions, whether arising out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, or (c) that arise out of, relate to, or are in connection with the administration of the Settlement (the “Released Claims”). The release in this Paragraph shall be included as part of any judgment, so that claims against all of the Released Parties shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

84. Each Releasing Party hereby covenants and agrees that it shall not hereafter seek to establish liability against any of the Released Parties and further covenants not to sue any of the Released Parties, based in whole or in part upon any of the Released Claims, or otherwise institute, cause to be instituted, permit to be instituted on its behalf, or assist in instituting or prosecuting, any proceeding or otherwise assert any Released Claims against any Released Parties.

85. The Parties intend that there will be entry of a final judgment with prejudice in the Action respecting all claims that are or could have been brought in the Action consistent with the broadest principles of res judicata, collateral estoppel, and claim and issue preclusion, subject to the terms and conditions of this Settlement Agreement and the Final Approval Order and Judgment in the Action.

86. Each of the Releasing Parties hereby expressly agrees that, upon the Effective Date, each of them shall waive and release any and all provisions, rights, and benefits conferred either (i) by Section 1542 of the California Civil Code or (ii) by any law of any state or territory of the United States, or principle of common law which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to Paragraph 83. Section 1542 of the California Civil Code reads:

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSSETTLEMENT.COM) OR CALL 1-855-917-3525**

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.

87. Named Plaintiffs and Paul Wright understand and acknowledge, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver of California Civil Code Section 1542 and any other applicable law relating to the limitations on releases. Named Plaintiffs, Paul Wright, and each of the Releasing Parties acknowledges that he or she may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the claims released pursuant to Paragraph 83, but each of those Persons expressly agrees that, upon entry of the Final Approval Order and Judgment, he or she shall have waived and fully, finally, and forever settled and released any and all Released Claims, whether or not concealed or hidden, and without regard to any subsequent discovery or existence of any additional or different facts. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or in breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, non-contingent, concealed, hidden, and unaccrued losses or claims is contractual, and not a mere recital.

88. On the Effective Date, all Settlement Class Members shall be deemed to have, with respect to the subject matter of the Action and the Cases, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or substance, that a general release does not extend to claims which the Person does not know or suspect to exist in the Person's favor at the time of executing the release, which if known by the Person would have materially affected its settlement with any other party.

89. In entering into this Agreement, each of the Parties assumes the risk of any unknown or mistake of fact or law. If any Party should later discover any new fact that might have been material to its decision to enter into this Agreement, or if any Party discovers that any fact upon which the Party relied in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Agreement, in whole or in part, by reason thereof.

[Please note that capitalized terms that are not defined herein have the same meaning as ascribed to them in the Settlement Agreement (available at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)), including as defined in paragraphs 1-39 of the Settlement Agreement]

**QUESTIONS? GO TO [WWW.LIFETIMESIRIUSXMSETTLEMENT.COM](http://WWW.LIFETIMESIRIUSXMSETTLEMENT.COM) OR CALL 1-855-917-3525**







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**CLAIM FORM: SIRIUS XM LIFETIME SUBSCRIPTION SETTLEMENT**

*Alvarez v. Sirius XM Radio Inc.*, Case No. 2:18-cv-08605-JVS-SS

**USE THIS FORM *ONLY* IF YOU HAVE ONE OR MORE SIRIUS XM “INACTIVE LIFETIME SUBSCRIPTIONS”—YOU DO NOT NEED TO SUBMIT A CLAIM FORM FOR “ACTIVE LIFETIME SUBSCRIPTIONS.”**

**The DEADLINE for the Administrator to receive this Claim Form is: January 12, 2021.**

**I. GENERAL INSTRUCTIONS**

If you purchased a paid subscription from Sirius XM that was marketed as a “Lifetime plan” or “Lifetime Subscription,” you are a “Class Member.” You should use this Claim Form to submit claims to the extent you are a Class Member who has one or more “*Inactive* Lifetime Subscriptions.” You **must** complete this Claim Form and submit to the Settlement Administrator, to be received by **no later than January 12, 2021**, in order to receive either of the forms of benefit under the Settlement that are available to Class Members who have “Inactive Lifetime Subscriptions.”

You hold an “Inactive Lifetime Subscription” if you have a Lifetime Subscription that, according to Sirius XM’s records, as of **June 5, 2020**, is no longer associated with a radio that was activated to receive Sirius XM’s satellite radio service.

If you hold a **Lifetime Subscription that is active** (i.e., that is associated with a radio that was activated to receive Sirius XM’s satellite radio service and continues to be activated to receive service according to Sirius XM’s records) **as of June 5, 2020**, you have an Active Lifetime Subscription and do not need to submit a Claim Form because the benefits of the Settlement are conferred to you automatically.

**If you are uncertain whether you have an Active or Inactive Lifetime Subscription, please go to the Settlement Website at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) and use the account lookup tool on the landing page of this Website.** You may also learn more information about the Settlement at this website, including the benefits available to Active Lifetime Subscribers.

**II. FORMS OF BENEFIT: INACTIVE LIFETIME SUBSCRIPTIONS**

Class Members who have an Inactive Lifetime Subscription as of **June 5, 2020**, may choose either to (i) reactivate their Lifetime Subscriptions on a radio that is not currently receiving Sirius XM’s service (either pursuant to a paid or trial subscription to satellite radio service and/or data services), after which they may transfer their subscriptions to another Sirius XM satellite-capable radio an unlimited number of times provided that they pay a transfer fee to Sirius XM of \$35 per transfer, or (ii) receive a payment of \$100 in cash. You cannot choose both forms of benefit. If you choose the \$100 cash option you will forever cancel your Lifetime Subscription. Inactive Lifetime Subscription holders who reactivate their Lifetime Subscriptions may also obtain Internet streaming access to the Sirius XM radio service, at no additional fee to Sirius XM (a feature that is already available to those with an Active Lifetime Subscription).

Any Class Member with an active Lifetime Subscription, as well as any Class Member with an inactive Lifetime Subscription, is responsible for any Federal, state, and local taxes in addition to the \$35 transfer fee for each transfer.

If you hold more than one Inactive Lifetime Subscription, you must submit a separate Claim Form for each of those subscriptions.

This Claim Form may be submitted electronically *via* the Settlement Website at [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com). The Claim Form may also be submitted manually by downloading and printing a copy from the Settlement Website and then mailing a completed Claim Form to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form by U.S. Mail to:

*Alvarez v. Sirius XM Radio Inc.*  
P.O. Box 4079  
Portland, OR 97208-4079

**Questions? Go to [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) or call 1-855-917-3525.  
This Settlement affects your legal rights even if you do nothing.**






# Attachment 5

# *Alvarez v. Sirius XM, Radio Inc.* **Banner Advertisement**


728x90 Online Display Banner on *Google Display Network* –

## Option 1

Frame 1: Visible for 8 seconds.


	<b>If you purchased a subscription from Sirius XM that was marketed or sold as a “Lifetime Plan” or “Lifetime Subscription”</b>
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Frame 2: Visible for 6 seconds.


	<b>a Class Action Settlement may affect your rights. Visit <u><a href="http://www.LifetimeSiriusXMSettlement.com">www.LifetimeSiriusXMSettlement.com</a></u> to learn more.</b>
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## Option 2

Frame 1: Visible for 8 seconds.

	<b>If you purchased a subscription from Sirius XM that was marketed or sold as a “Lifetime Plan” or “Lifetime</b>
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Frame 2: Visible for 6 seconds.

	<b>a Class Action Settlement may affect your rights. Visit <u><a href="http://www.LifetimeSiriusXMSettlement.com">www.LifetimeSiriusXMSettlement.com</a></u> to learn more.</b>
--	---

**Option 3**

Frame 1: Visible for 8 seconds.

**If you purchased a subscription from Sirius XM that was marketed or sold as a "Lifetime Plan" or "Lifetime Subscription"**

Frame 2: Visible for 6 seconds.

**a Class Action Settlement may affect your rights.  
Visit [www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com) to learn more.**

**Desktop Right Column Banners for Facebook –**

**Option 1**

Static Ad



**Class Action Settlement**  
[www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)  
Sirius XM Lifetime Plan and Lifetime  
Subscription purchasers could be eligible for  
benefits.

**Option 2**

Static Ad



**Class Action Settlement**  
[www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)  
Sirius XM Lifetime Plan and Lifetime  
Subscription purchasers could be eligible for  
benefits.

**Option 3**

Static Ad



**Sirius XM Radio Lifetime Subscriptions**  
[www.LifetimeSiriusXMSettlement.com](http://www.LifetimeSiriusXMSettlement.com)  
Sirius XM Lifetime Plan and Lifetime  
Subscription purchasers could be eligible for  
benefits.

# Attachment 6



***Alvarez v. Sirius XM Radio Inc.***

**Case No. 2:18-cv-08605**

**Opt Out List**

Opt Out	Name
1	ARTHUR SKALETSKY
2	JEFFREY L GARDNER
3	JIMMY CLEMONS
4	RICHARD KATZMAN
5	ALEXANDER ROHE
6	DEBORAH ROBERSON
7	LU ANN JOHNSON
8	JAMES BURTON
9	EDWARD COSTLEY
10	CAROL MOTE
11	ROBERT DUFFUS
12	ALLAN RODAK
13	VERA M ELDEN
14	ANN MCCLELLAND
15	STEVEN LOVERDE
16	JOSHUA HUDSON
17	JOYCE MERKIN
18	CHARLES LOEWEN
19	ROBERT BASS
20	JOHN VLOCK
21	JIM SWILER
22	CAROLYN MEYER
23	FRANCES PHILIP
24	C JIM HICKS
25	JIMMY FLOURNOY
26	YVONNE PASSEY
27	JOHN SCHMIDT
28	THOMAS PADEGIMAS
29	JOSEPH URSONE
30	JOE SCHOENHERR
31	FRANK QUAGLIARIELLO
32	EMANUEL GONZALES
33	ROY E ROGERS
34	WAYNE R TAYLOR
35	BELINDA KERSCHNER
36	ANDREA VASALI
37	DONNA BEECH