

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 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 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 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	<p>If you hold an Active Lifetime Subscription, 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 Inactive Lifetime Subscription, 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 not 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 OR CALL 1-855-917-3525

<p>Deadline for Claim Form from an inactive lifetime subscriber to be Received:</p> <p>January 12, 2021</p>	<p>If you hold an Inactive Lifetime Subscription, 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 January 12, 2021.</p>
<p>Exclude Yourself From This Settlement</p> <p>Deadline: November 30, 2020</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 November 30, 2020.</p>
<p>Object to or Comment on the Settlement</p> <p>Deadline: November 30, 2020</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 November 30, 2020.</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>Go to the “Final APPROVAL” Hearing</p> <p>Date: January 25, 2021 at 1:30 p.m.</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.

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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”).

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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 (and use the account lookup tool on the landing page of the website), email the Settlement Administrator at 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. 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 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 and use the account lookup tool on the landing page of the website, email the Settlement Administrator at 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.

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.

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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) 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.

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). 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

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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, 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 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 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

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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 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 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) 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.LIFETIMESIRIUSXMSSETTLEMENT.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, 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 or by mail at:

<p>Robert Ahdoot Ahdoot & Wolfson, PC c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079</p>	<p>Keith Dubanevich Stoll Stoll Berne Lokting & Schlachter, PC c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079</p>	<p>Cornelius Dukelow Abington Cole & Ellery c/o SiriusXM Settlement Administrator P.O. Box 4079 Portland, OR 97208-4079</p>
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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 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:

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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), including as defined in paragraphs 1-39 of the Settlement Agreement]