

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (the or this “Agreement” or the or this “Settlement Agreement”) is entered into as of March 9, 2016, by and among James Bull (“Bull” or “Plaintiff”), individually and on behalf of the class of persons he seeks to represent (the Settlement Class (defined below)), and US Coachways, Inc. (“US Coachways”) (Plaintiff and US Coachways are collectively referred to as the “Parties”). This Settlement Agreement is intended by the Parties to conclude this action, upon and subject to the terms and conditions of the Agreement, including but not limited to the agreement for entry of a judgment, and subject to the final approval of the Court.

RECITALS

A. On July 29, 2014, Bull filed a putative class action complaint against US Coachways in the United States District Court for the Northern District of Illinois, captioned *Bull v. US Coachways, Inc.*, No. 1:14-cv-05789 (N.D. Ill.) (the “Action”), alleging, among other things, that US Coachways and/or others acting on its behalf sent unsolicited text advertising messages, in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), and the regulations promulgated by the Federal Communications Commission (the “FCC”) under that statute.

B. Illinois Union Insurance Company (Illinois Union”) issued an insurance policy to US Coachways effective November 9, 2013 to November 9, 2014, identified as miscellaneous Professional Liability Policy No. G24011999 007 (“the Insurance Policy”).

C. Thereafter, US Coachways tendered the Action to Illinois Union seeking coverage under the Insurance Policy. Illinois Union denied the claim and refused to provide US Coachways with a defense in the action.

D. On December 14, 2014, Plaintiff filed an Amended Complaint in the action. US Coachways again tendered the Action to Illinois Union seeking coverage and again Illinois Union denied either a defense or indemnity as more fully set forth in its letter dated January 13, 2015.

E. The TCPA creates a private cause of “action to receive \$500 in damages for each such violation.” *See* 47 U.S.C. § 227. In the Action, Plaintiff obtained discovery of the volume of text messages sent on behalf of US Coachways.

F. In discovery in the Action, Plaintiff obtained Gold Mobile’s texting data, and provided the data to his expert, Jeffrey Hansen for analysis. Mr. Hansen’s analysis identified 391,459 violative text messages, yielding potential exposure for US Coachways of \$195,729,500, not accounting for additional exposure for multiple text messages to class members on the National Do Not Call Registry.

G. US Coachways is without the financial means to satisfy such a judgment, or indeed to fund a reasonable, approvable class-wide settlement.

H. On July 23, 2015, counsel for Plaintiff sent a demand letter to Illinois Union, setting forth the facts of the case, Plaintiff’s basis for liability and the potential exposure to US Coachways. In that demand, Plaintiff requested that Illinois Union engage in mediation, and asked for a response within 30 days. Plaintiff further cautioned that failing to engage in such mediation would constitute an unfair insurance settlement practice and that Plaintiff would pursue an assignment of rights under the Insurance Policy.

I. On August 24, 2015, through outside counsel, Illinois Union sent a letter denying coverage, failing to cite the amended definition of Professional Services which includes “Travel Agency Operations” and declining Plaintiff’s invitation to engage in mediation over the case.

J. US Coachways believes that it is entitled to insurance coverage under the terms of the Insurance Policy.

K. US Coachways lacks resources to resolve the Action.

L. Plaintiff's counsel has investigated the relevant facts and law relating to this Action, and believes that the claims asserted in the Action have merit. Nonetheless, Plaintiff and Plaintiff's counsel recognize and acknowledge the expense, time, and risk associated with continued prosecution of the Action against US Coachways through dispositive motions, class certification, trial, and any subsequent appeals. Plaintiff and Plaintiff's counsel also have taken into account the uncertainty, difficulties, and delays inherent in litigation, especially in complex actions.

M. After considering: (1) the benefits to the Class, (2) the inability of Defendants to satisfy a judgment if Plaintiff and the Class prevailed in the Action, (3) the attendant risks, costs, uncertainties, and delays of litigation, and (4) the Insurance Policy and the potential coverage claims, Plaintiff and its counsel have concluded the terms and conditions provided for in this Agreement are fair, reasonable and adequate, and in the best interest of the Class as a means of resolving the Action.

N. The Parties have each represented by counsel and agree that the Action should be resolved. This resolution was accomplished in good faith, following arms' length bargaining.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective counsel, subject to final approval by the Court after a hearing or hearings as provided for in this Settlement Agreement, and in consideration of the benefits flowing from the Settlement Agreement set forth herein, that the Action shall be resolved upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein and are made part of this Agreement.
2. **For Settlement Only.** This Agreement is entered into for purposes for resolving any and all disputes between Defendant, Plaintiff and the Class. The Parties expressly agree that if this Agreement is not finally approved, this Agreement is null and void and may not be used by any party for any purpose, including any representations made in this Agreement and the Affidavit of Edward Telmany provided in connection with this Agreement.
3. **Preliminary Approval and Class Notice.** The Parties agree to jointly move the Court for the entry of an order preliminarily approving this Agreement. Plaintiff will request that the Court enter an “Order Certifying the Settlement Class, Preliminarily Approving the Class Action Settlement, and Approving the Class Notice,” in substantially the form attached hereto as Exhibit 1. Additionally, Plaintiff will request that the Court approve a “Notice of Class Action and Proposed Settlement,” in substantially the form attached hereto as Exhibit 2-A which will be sent via email, and by mail to class members whose email addresses register as undeliverable. The Long Form Notice attached as Exhibit 2-B will be available to class members on a settlement website maintained by the administrator.
4. **Payment for Initial Notice.** If the Court preliminarily approves the Agreement, US Coachways agrees to deposit \$50,000, paid in five equal monthly payments commencing ten days following the Court’s preliminary approval in escrow with Kurtzman Carson Consultants (“KCC”), the Class Administrator, as escrow agent This payment by US Coachways represents the full extent of its monetary contribution towards satisfying the Judgment. Initial notice to the Class shall be paid from this initial payment.

5. **Judgment.** US Coachways agrees to the entry of judgment against it in the amount of \$49,932,375 on the First Amended Complaint in favor of the Class, *provided, however*, that the Judgment may not be satisfied from or executed on any assets or property of Defendants, and/or their past, present or future officers, directors, employees, members, shareholders, agents, executors, affiliates, divisions, subsidiaries, successors and assigns, other than Illinois Union. The Judgment will be effective as of the Effective Date of this Agreement (as defined below). If the Court does not grant final approval of the settlement contemplated under this Agreement or if the Court's Order granting final approval is reversed or substantially modified on appeal, then this Judgment shall be null and void. Furthermore, Defendant does not waive any defenses and Plaintiff agrees that nothing contained in this Agreement or revealed in negotiating the same can be used in prosecuting this action if the Judgment becomes null and void for any reason. The Judgment shall indicate on its face that it may only be satisfied from Illinois Union. The Judgment may not be satisfied by attaching, executing on, or otherwise acquiring any other asset or property of Defendant and/or past, present or future officers, directors, employees, members, shareholders, agents, executors, affiliates, divisions, subsidiaries, successors and assigns (apart from US Coachways' interest in the Illinois Union Insurance Policy and any bad faith rights against Illinois Union, which US Coachways hereby assigns to Plaintiff and the Class).

6. **Assignment of Claims and Rights Against Illinois Union.** As part of this Agreement, US Coachways assigns to the Class (as represented by Plaintiff and his attorneys) all of US Coachways' claims against and rights to payments from Illinois Union.

7. **Covenant Not to Execute and Not to Sue.** Plaintiff and the Class agree not to seek to execute on, attach or otherwise acquire any property or assets of Defendant and/or past, present and future officers, directors, employees, members, shareholders, agents, executors, subsidiaries,

divisions, affiliates, successors and assigns of any kind other than from the Insurance Policy and claims against Illinois Union to satisfy or recover on the Judgment and agree to seek recovery to satisfy the Judgment only against Illinois Union. After preliminary approval, Class Counsel will undertake to prosecute actions to permit recovery against Illinois Union. The Parties recognize and acknowledge that it is possible that no recovery may be obtained from Illinois Union.

8. **Condition Precedent.** It shall be a condition precedent for the validity and enforceability of this Agreement that the Court shall find that:

(a) This Agreement was made in reasonable anticipation of potential liability against Defendant would arise from a finding that Defendant sent 391,459 unsolicited text advertisements in violation of 47 U.S.C. § 227.

(b) The settlement amount is fair and reasonable because it is within the range of statutory damages that could be awarded for the claims made by the Class and potential damages that could be awarded if the Class prevailed on its claims;

(c) Defendant's decision to agree to entry of judgment is reasonable based on the risk of an adverse judgment, the cost of the defense, and the uncertainties of litigation;

(d) Defendant did not believe that it was violating any laws or regulations by sending the texts;

(e) Defendant tendered a claim for the Action to Illinois Union twice for defense and indemnity and Illinois Union denied coverage to Defendant under the Insurance Policy; and

(f) Defendant lacks financial resources to withstand the potential judgment in this case, or to fund a reasonable settlement from its own funds.

If the Court does not make the above findings, this Agreement shall be null and void.

9. **Effective Date.** This Agreement shall be effective upon the date on which the final order, judgment and decree become a final, non-appealable order, or if an appeal has been sought, after the disposition of any such appeal which approves the Court's final order, judgment and decree.

10. **Settlement Class.** The Settlement Class consists

All persons within the United States who received one or more text message advertisements on behalf of US Coachways, Inc. at any time in the four years prior to the filing of the Complaint continuing through the date of this Settlement Agreement.

11. **Class Recovery Solely from Illinois Union.** Plaintiff and each Class Member, and their past, present and future officers, directors, employees, members, affiliates, divisions, subsidiaries, heirs, executors, administrators, representatives, agents, successors and assigns, have covenanted with Defendant and/or its officers, directors, employees, members, shareholders, agents, executors, successors and assigns not to execute on the Judgment against Defendant and/or its past, present and future officers, directors, employees, members, shareholders, agents, executors, successors and assigns, but rather have agreed to pursue collection of the Judgment (and any bad faith claims) against Illinois Union. This provision does not release the Judgment against Defendant to be entered herein, nor does it release the asserted claims that are the basis for the entry of the Judgment or the right to enforce the Judgment (which claims are merged into this Judgment) in favor of the Plaintiff and the Class against Illinois Union. In the event that the Class is unsuccessful in its pursuit of recovery from Illinois Union, then the Class's sole remedy is the monies paid by US Coachways.

12. **Relief to Plaintiff and the Class.** The Judgment, partially satisfied by the contribution by US Coachways, and any additional recovery for bad faith claims against Illinois Union, will

comprise the Class recovery. Plaintiff, the Class, and their counsel, at their sole expense will pursue and attempt to recover the Judgment against Illinois Union. Brian Murphy and Joseph Murray of Murray Murphy Moul + Basil LLP, Matthew P. McCue of The Law Office of Matthew P. McCue and Anthony Paronich and Edward Broderick of Broderick Law, P.C. (“Class Counsel”) shall use their best efforts to recover on the Judgment from Illinois Union. Each class member that does not opt out or exclude himself, herself or itself from the Settlement will, after a second preliminary approval of proposed distributions, a second notice to the Class, and final approval by the Court, will receive a share of the amount recovered from Illinois Union by judgment or settlement, calculated by dividing the amount of the Settlement Fund net of an incentive award, attorneys’ fees, attorney expenses and administration and notice costs by the total number of violative text messages sent, with each Class member to recover the per violation share times the number of text message that Class member received. In the event checks from an initial round of payments to Class members go uncashed, if economically feasible a second round of checks on the unredeemed funds will be issued to those class members who did cash checks, calculated in the same fashion as the first round of checks. The total recovery is subject to further litigation and compromise with Illinois Union, a deduction of attorneys’ fees of one third of the amount recovered plus litigation expenses for Plaintiff’s attorneys, and an incentive award not to exceed \$15,000 to Plaintiff for representing the Class.

Plaintiff’s attorneys have determined that this settlement is a fair, reasonable and adequate compromise for the Class.

13. **Cooperation.** Plaintiff and Defendant agree to cooperate fully with one another to effect the consummation of this Agreement, including but not limited to the provision of an Affidavit signed by Edward Telmany, Chief Executive Officer of US Coachways, attesting to the

underlying facts in this case, authenticating US Coachways business records, cooperating fully with Plaintiff and its experts and class administrator to readily identify class member addresses and emails in US Coachways' database, and responding to any lawfully document subpoena and/or lawfully deposition subpoena in connection with any proceedings by Plaintiff against Illinois Union.

14. **Attorneys' Fees, Notice Costs and Related Matters.** Plaintiff's counsel, through the Class Administrator KCC, will issue notice of the settlement described herein within 30 days of Preliminary Approval by email and by mail to any class members for whom email notice is unsuccessful. Plaintiff's counsel shall file with the Court an accounting of any funds received from Illinois Union. All disbursements from the settlement fund resulting from any recovery from Illinois Union shall be approved by the Court.

15. **Preliminary Approval.** As soon as possible after execution of this Agreement, the Plaintiff shall apply to the Court for an order that:

- (a) Certifies the Class;
- (b) Preliminarily approves this Agreement;
- (c) Finds that the transmission of Class Notice by email and first class mail to those class members whose emails are returned as undeliverable is the best notice practicable and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure;
- (d) Order that Notice shall be commenced within 30 days of Preliminary Approval;
- (e) Sets the deadline for Class members to object to the proposed settlement or to exclude themselves 60 days after Preliminary Approval and setting a date for a Final Fairness hearing that is at least 100 days after the date of Preliminary Approval; and

- (f) Makes all of the findings set forth in Paragraph 8 above

The Parties agree to propose the form of Preliminary Approval Order attached hereto as Exhibit 1, and to request the form of Notice attached hereto as Exhibit 2-A and 2-B, and to propose a Final Approval Order in the form attached hereto as Exhibit 3. The fact that the Court may require non-substantive changes in the Notice, the Preliminary Approval Order or the Final Approval Order does not invalidate this Agreement. However, this is expressly contingent upon the Court making the findings described herein, and entering the Preliminary Approval Order and Final Order containing the Judgment.

16. **Final Approval.** At the conclusion of, or as soon as practicable after the close of the hearing on fairness, reasonableness and adequacy of this Agreement, counsel for the Parties shall request that the Court enter a Final Order: (1) approving the terms of this Agreement; (2) making the findings set forth in paragraph 15 above; (3) providing for the implementation of the terms and provisions of this Agreement; (4) finding that the Notice given to the Class is the best notice practicable and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.; (5) entering the Judgment; (6) finding that the Agreement prohibits Plaintiff and the Class from executing against any assets or property of any kind of Defendant and/or its past, present and future officers, directors, employees, members, shareholders, agents, executors, subsidiaries, divisions, affiliates, successors and assigns other than against the Insurance Policy and from bad faith claims against Illinois Union; and (7) retaining jurisdiction to enforce the provisions of this Agreement.

17. **Satisfaction.** Upon the later of 30 days after payment or satisfaction in full or settlement of the Judgment, or 30 days after the date of a final and non-appealable order entered by a Court

of competent jurisdiction in any litigation brought by Plaintiff and/or the Class against Illinois Union, Plaintiff and the Class shall file a satisfaction of that Judgment.

18. **Mutual Non-Disparagement.** The Parties agree that each will not at any time, directly or indirectly, electronically or in writing, publicly or privately, post, publish, make or express any comment, view or opinion that criticizes, is adverse to, brings into disrepute in the eyes of the public, defames, derogates, impugns, or disparages another Party, nor shall any Party authorize any agent or representative to make or express any such comment, view, or opinion—although this provision shall not apply to such filings and statements by Plaintiff and Plaintiff’s counsel in the course of pursuing recovery from Illinois Union as contemplated herein..

19. **Objections.** Any member of the Settlement Class who intends to object to this Agreement must file with the Court a written statement that includes: his or her full name; address; telephone number or numbers that he or she maintains were called; all grounds for the objection, with factual and legal support for each stated ground; the identity of any witnesses he or she may call to testify; copies of any exhibits that he or she intends to introduce into evidence at the Final Approval Hearing; and a statement of whether he or she intends to appear at the Final Approval Hearing with or without counsel. Any member of the Settlement Class who fails to timely file a written objection with the Court in accordance with the terms of this paragraph and as detailed in the Notice, and at the same time provide a copy of the filed objection to the Settlement Administrator, shall not be permitted to object to this Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding. To be timely,

the objection must be filed and sent to the Settlement Administrator on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

20. **Requests for Exclusion.** Any member of the Settlement Class may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his or her full name, address, and telephone numbers. Further, the written request for exclusion must include a statement that the member of the Settlement Class submitting the request wishes to be excluded from the Settlement, and the personal signature of the member of the Settlement Class submitting the request. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and any Person serving such a request shall be a Settlement Class Member and shall be bound as a Settlement Class Member by the Agreement, if approved. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Final Approval Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. So-called “mass” or “class” opt-outs shall not be allowed.

21. **Continuing Court Jurisdiction.** Without affecting the finality of the Final Approval Order and Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and

the Final Approval Order and Judgment, and for any other necessary purpose; and to incorporate any other provisions, as the Court deems necessary and just.

22. MISCELLANEOUS PROVISIONS

22.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Plaintiff's counsel and US Coachways agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order and Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

22.2 All of the Exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

22.3 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to such matters. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

22.4 Except as otherwise provided herein, each Party shall bear its own costs and attorneys' fees.

22.5 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person and that they are fully entitled to release the same.

22.6 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

22.7 This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or scanned and e-mailed signatures shall be treated as original signatures and shall be binding.


22.8 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

22.9 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

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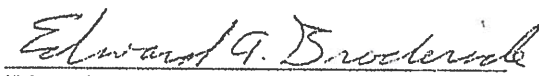
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

For Plaintiff and the Settlement Class:



James Bull
Plaintiff

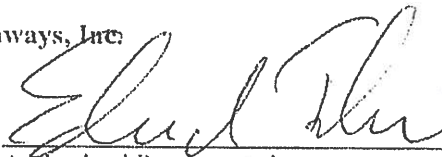
Date: 3/9/16



Edward A. Broderick
Anthony Paronich
BRODERICK LAW, P.C.
99 High Street, Suite 304
Boston, MA 02110

Date: March 9, 2016

For US Coachways, Inc:



Authorized Representative
US Coachways, Inc.

Date: 3/9/16

Edward Telman (CEO)

Printed Name and Title

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

JAMES BULL, on behalf of himself and others similarly situated,)	
)	
)	Case No. 1:14-cv-05789
Plaintiff,)	
)	Judge Rebecca R. Pallmeyer
v.)	
)	Magistrate Judge Daniel G. Martin
US COACHWAYS, INC.,)	
)	
Defendant.)	
)	

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action is a putative class action under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*,

WHEREAS, Plaintiff James Bull has filed an unopposed Motion for Preliminary Approval of a Class Settlement (the “Motion”);

WHEREAS, the Motion attaches and incorporates a Settlement Agreement (the “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a class wide basis, against US Coachways, Inc. (“US Coachways”) as more fully set forth below; and

WHEREAS, the Court having carefully considered the Motion and the Settlement Agreement, and all of the files, records, and proceedings herein, and the Court determining upon preliminary examination that the Settlement Agreement appears to be fair, reasonable and adequate, and that the proposed plan of notice to the Settlement Class is the best notice practicable under the circumstances and consistent with requirements of due process and Federal Rule of Civil Procedure 23, and that a hearing should and will be held after notice to the Settlement Class to confirm that the Settlement Agreement is fair, reasonable, and adequate, and

to determine whether this Court should enter a judgment approving the Settlement and an order of dismissal of this action based upon the Settlement Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. For purposes of settlement only, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.

2. The Court finds that:

(a) This agreement was made in reasonable anticipation of potential liability against defendant would arise from a finding that defendant sent 391,459 unsolicited text advertisements in violation of 47 U.S.C. § 227.

(b) The settlement amount is fair and reasonable because it is within the range of statutory damages that could be awarded for the claims made by the class and potential damages that could be awarded if the class prevailed on its claims;

(c) Defendant's decision to agree to entry of judgment is reasonable based on the risk of an adverse judgment, the cost of the defense, and the uncertainties of litigation;

(d) The evidence adduced during discovery supports a finding that 391,459 text message advertisements were sent by US Coachways for which US Coachways had not received prior express permission to send;

(e) Defendant did not believe that it was violating any laws or regulations by sending the texts;

(f) Defendant tendered a claim for the action to its insurer Illinois Union Insurance Company ("Illinois Union") for defense and indemnity and Illinois Union denied coverage to defendant under the insurance policy.

(g) Defendant lacks financial resources to withstand the potential judgment in this case, or to fund a reasonable settlement from its own funds.

Certification of Settlement Classes

1. Under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of settlement only, the following “Settlement Classes” are preliminarily certified, consisting of the following classes:

Class One

All persons within the United States who received one or more text message advertisements on behalf of US Coachways, Inc. at any time in the four years prior to the filing of the Complaint continuing through the date any class is certified;

Class Two

All persons within the United States who received more than one text message advertisements on behalf of US Coachways, Inc. at any time in the four years prior to the filing of the Complaint continuing through the date any class is certified while the telephone number that the text message was sent to was on the National Do Not Call Registry;

2. All Persons who are members of the Settlement Class who have not submitted a timely request for exclusion are referred to collectively “Settlement Class Members” or individually as a “Settlement Class Member.”

3. For purposes of settlement only, the Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been preliminarily satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of the class representative are typical of the claims of the Settlement Class Members; (d) the class representative will fairly and adequately represent the interests of

the Settlement Class Members; (e) questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court further finds, for purposes of settlement only, that: (A) Settlement Class Members have a limited interest in individually prosecuting the claims at issue; (B) the Court is satisfied with Plaintiff's counsel's representation that they are unaware of any other litigation commenced regarding the claims at issue by members of the Settlement Class; (C) it is desirable to concentrate the claims in this forum; and (D) it is unlikely that there will be difficulties encountered in administering this Settlement.

4. Under Federal Rule of Civil Procedure 23, and for settlement purposes only, Plaintiff James Bull is hereby appointed Class Representative and the following are hereby appointed as Class Counsel:

Brian K. Murphy
Joseph F. Murray
Murray Murphy Moul + Basil LLP
114 Dublin Road
Columbus, OH 43204

Matthew McCue
THE LAW OFFICE OF MATTHEW P. MCCUE
1 South Avenue, Suite 3
Natick, Massachusetts 01760

Edward Broderick
Anthony Paronich
BRODERICK LAW, P.C.
99 High St., Suite 304
Boston, MA 02110

Notice and Administration

5. The Court hereby approves of Kurtzman Carson Consultants to perform the functions and duties of the Settlement Administrator set forth in the Settlement Agreement –

including effectuating the Notice Plan, providing Notice to the Settlement Class, and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

6. The Court has carefully considered the Notice Plan set forth in the Settlement Agreement. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, and this Court's final judgment will be binding on all Settlement Class Members.

7. The Court hereby approves the Notice Plan and the form, content, and requirements of the Notice described in and attached as exhibits to the Settlement Agreement. The Settlement Administrator shall cause the Notice Plan to be completed on or before , 2016. Class Counsel shall, prior to the Final Approval Hearing, file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the Notice Plan.

8. All costs of providing Notice to the Settlement Class shall be paid out of the Settlement Fund from the initial payment by US Coachways, as provided by the Settlement Agreement.

9. In the event of recovery by Plaintiff and the Class from Illinois Union, further distributions from the Settlement Fund to Class members, an incentive award, will be made on additional approval by the Court, following a a second motion for preliminary approval of distributions from the Settlement Fund, including a request for an incentive award to the Class Representative, an award of attorneys' fees and costs, notice to the class and the entry of final

approval by the Court.

Exclusion and “Opt-Outs”

10. Each and every member of the Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, unless such persons request exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

11. A member of the Settlement Class wishing to request exclusion (or “opt-out”) from the Settlement shall mail the request in written form, by first class mail, postage prepaid, and postmarked no later than , **2016**, to the Settlement Administrator at the address specified in the Notice. In the written request for exclusion, the member of the Settlement Class must state his or her full name, address, and telephone numbers. Further, the written request for exclusion must include a statement that the member of the Settlement Class submitting the request wishes to be excluded from the Settlement, and the personal signature of the member of the Settlement Class submitting the request. The request for exclusion shall not be effective unless the request for exclusion provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. No member of the Settlement Class, or any person acting on behalf of or in concert or in participation with a member of the Settlement Class, may request exclusion of any other member of the Settlement Class from the Settlement.

12. Members of the Settlement Class who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against US Coachways.

13. All Settlement Class Members who do not timely and validly request exclusion shall be so bound by all terms of the Settlement Agreement and by the Final Approval Order and

Judgment even if they have previously initiated or subsequently initiate individual litigation or other proceedings against US Coachways.

14. The Settlement Administrator will promptly provide all Parties with copies of any exclusion requests, and Plaintiff shall file a list of all persons who have validly opted-out of the Settlement with the Court prior to the Final Approval Hearing.

Objections

15. Any Settlement Class Member who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the potential award of attorneys' fees and expenses, or to the compensation award to the Class Representative must file with the Court a written statement that includes: his or her full name; address; telephone numbers that he or she maintains were called; all grounds for the objection, with factual and legal support for each stated ground; the identity of any witnesses he or she may call to testify; copies of any exhibits that he or she intends to introduce into evidence at the Final Approval Hearing; and a statement of whether he or she intends to appear at the Final Approval Hearing with or without counsel. Any objecting Settlement Class Member also must send a copy of the filing to the Settlement Administrator at the same time it is filed with the Court. The Court will consider objections to the Settlement, to the award of attorneys' fees and expenses, or to the compensation award to the Class Representative only if, on or before , **2016**, such objections and any supporting papers are filed in writing with the Clerk of this Court and served on the Settlement Administrator.

16. A Settlement Class Member who has timely filed a written objection as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding their objection. It is not necessary, however, for a Settlement Class Member who has

filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and expenses and/or the request for a compensation award to the Class Representative will be heard unless that person has filed a timely written objection as set forth above. No non-party, including members of the Settlement Class who have timely opted-out of the Settlement, will be heard at the Final Approval Hearing.

17. Any member of the Settlement Class who does not opt out or make an objection to the Settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, and all aspects of the Final Approval Order and Judgment. This includes the fact that US Coachways agrees to the entry of judgment against it in the amount of \$49,932,375 in favor of the Class, *provided, however*, that the Judgment may not be satisfied from or executed on any assets or property of Defendants, and/or their past, present or future officers, directors, employees, members, shareholders, agents, executors, affiliates, divisions, subsidiaries, successors and assigns, other than Illinois Union.

Final Approval Hearing

18. The Federal Rule of Civil Procedure 23(e) Final Approval Hearing is hereby scheduled to be held before the Court on , **2016 at am** for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under Federal Rules of Civil Procedure 23(a) and (b) are met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including a bar order prohibiting Settlement Class Members from further collecting on claims directly against US Coachways and shall be limited to collecting against Illinois Union in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees and expenses of Class Counsel;

(e) to consider the application for an compensation award to the Class Representative;

(f) to consider the distribution of the Settlement Benefits under the terms of the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

19. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file and serve (i) a motion for final approval; and (ii) any application for a compensation award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all class members.

20. For clarity, the deadlines the Parties shall adhere to are as follows:

Class Notice Mailed by: , 2016

Objection/Exclusion: , 2016

Motion for Final Approval: , 2016

Final Approval Hearing: , 2016 at am

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

Further Matters

22. All discovery and other pretrial proceedings in the Action as between the Plaintiff and US Coachways are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

23. In the event that the Settlement Agreement is terminated under the terms of the Settlement Agreement, or for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (i) the Settlement Agreement shall be null and void, including any provisions related to the award of attorneys' fees and expenses, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (iv) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion.

24. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

DATED: _____, 2016

Rebecca R. Pallmeyer
United States District Judge

Exhibit 2-A

**NOTICE OF CLASS ACTION
LAWSUIT**

AND PROPOSED SETTLEMENT

A COURT AUTHORIZED THIS NOTICE
IT IS NOT A SOLICITATION FROM A
LAWYER

**If you received a text
message advertisement from
US Coachways, Inc. either
(a) on a cellular telephone or
(b) more than once within
any twelve-month period to
phone numbers registered on
the Do Not Call Registry, you
May Be Entitled to Receive a
Payment From a Settlement
Fund.**

1-XXX-XXX-XXXX

www._____.com

ACH

Coachways Telemarketing Settlement

Administrator

P.O. Box xxxx

City, ST xxxxx-xxxx

First Class
Mail
US Postage
Paid
Permit #__

Postal Service: Please do not mark barcode

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

A proposed settlement (the "Settlement") *Bull v. US Coachways, Inc.*, No. 1:14-cv-05789 (N.D. Ill.) (the "Action") would resolve a lawsuit brought on behalf of persons who received text messages promoting the goods and services of US Coachways, Inc. ("US Coachways") that were directed to (a) telephone numbers listed on the National Do Not Call Registry and/or (b) to cellular telephone numbers using an automated telephone dialing system, which are alleged to have violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA"). US Coachways denies that it violated any laws or it did anything wrong, and has agreed to the Settlement solely to avoid the burden, expense, risk and uncertainty of continuing the Lawsuit.

How much money can I get? If the Court approves the Settlement, every Settlement Class will be entitled to and receive an equal payment from the \$49,932,375 Settlement Fund, if any proceeds can be recovered from US Coachways' insurance company. In addition to assigning its rights against its insurer Illinois Union Insurance Company ("Illinois Union") to the Class, US Coachways will contribute \$50,000 towards the Settlement, which will be used on the cost of providing notice to the class and costs of pursuing an action against Illinois Union. The Settlement Fund will be divided and distributed equally—sometimes referred to as "pro rata"—to all Settlement Class Members, based on the amount of text messages records obtained in the lawsuit state they received, after attorneys' fees, costs and expenses, an award for the Class Representative, and notice and administration costs have been deducted. You do not need to do anything to receive a payment.

What are my options? If you are a Settlement Class Member and you do nothing, and the Court approves Settlement, you will receive a payment and be bound by all of the Settlement terms, including the releases of claims. If you do not want to receive a payment or release any claims, you must exclude yourself from the Settlement. To exclude yourself, you must mail a request for exclusion to the Settlement Administrator, Life Insurance Telemarketing Settlement Administrator, P.O. Box xxxx, City ST xxxxx-xxxx postmarked by [INSERT DATE] that includes your full name, address, telephone number or numbers, a statement that you wish to be excluded from the Settlement, and your personal signature. Unless you exclude yourself from this Settlement, you give up your right to sue or continue a lawsuit against US Coachways arising from telemarketing calls that violate state or federal law. You may object to the Settlement by submitting a written objection postmarked by [INSERT DATE] to: (1) Class Counsel, Edward A. Broderick, Broderick Law, P.C., 99 High St., Suite 304, Boston, MA 02110; and the (2) the Settlement Administrator (address provided above). Any objection must include the case name and number (*Bull v. US Coachways, Inc.*, No. 1:14-cv-05789 (N.D. Ill.)); your full name; address; telephone numbers that you maintain were called; all grounds for your objection, with factual and legal support for each; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel.

4782911 ACH

ACHCRD02

The Court's Hearing The Court will hold an Approval Hearing on [Date] at [Time] in the U.S. District Court for the Western District of Wisconsin. At the Hearing, the Court will consider whether to approve: the proposed Settlement as fair, reasonable, and adequate; Class Counsel's request for attorney's fees of up to one-third of the amount recovered in addition to their costs and expenses; and a \$15,000 payment to the Class Representative. The Court will also hear objections to the Settlement. If approval is denied, reversed on appeal, or does not become final, the case will continue and claims will not be paid.

Want more information? To determine whether you are class member, or view the Settlement Agreement and other relevant documents, please visit [website]. Pleadings and documents filed in Court may be reviewed or copied in the office of the Clerk. Please do not call the Judge or the Clerk of the Court. They cannot give you advice on your options.



Exhibit 2-B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

JAMES BULL, on behalf of himself and)
others similarly situated,)
) Case No. 1:14-cv-05789
)
) Plaintiff,)
) Judge Rebecca R. Pallmeyer
)
) v.)
) Magistrate Judge Daniel G. Martin
)
) US COACHWAYS, INC.,)
)
)
) Defendant.)
)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

**THIS NOTICE CONCERNS SETTLEMENT OF A LAWSUIT THAT
MAY ENTITLE YOU TO RECEIVE A PAYMENT**

This is a Notice of a proposed Settlement in a class action lawsuit captioned *Bull v. US Coachways, Inc.*, No. 1:14-cv-05789, pending in the U.S. District Court for the Northern District of Illinois (“the Lawsuit”). The Settlement would resolve a lawsuit brought on behalf of persons who received text messages allegedly made by US Coachways, Inc. (“US Coachways”) that were directed to (a) telephone numbers listed on the National Do Not Call Registry and/or (b) cellular telephones.

WHAT IS THE LAWSUIT ABOUT?

The lawsuit alleges that telemarketing calls made by US Coachways violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). US Coachways denies that it violated any laws or that it did anything wrong, and has agreed to the settlement solely to avoid the burden, expense, risk and uncertainty of continuing the lawsuit. The Court has preliminarily certified this matter as a class action for settlement. The Settlement Class includes:

All persons within the United States who received one or more text message advertisements on behalf of US Coachways, Inc. at any time in the four years prior to the filing of the Complaint continuing through the date of this Settlement Agreement.

Records in this action indicate the telephone numbers, and many of the addresses and e-mail addresses of members of the Settlement Class.

WHAT IS A CLASS ACTION?

In a class action, one or more people or entities, called “class representatives” (in this case, James Bull), sue on behalf of people who have similar claims. All of those people together are a “class” or “class members.” The Settlement in this Lawsuit, if approved by the Court, resolves

the claims of all members of the Settlement Class, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or US Coachways. Instead, both sides have agreed to a Settlement. This avoids the cost, risk, and delay of trial. Under the Settlement, members of the Settlement Class will have the opportunity to obtain a payment from sums recovered in a separate, future action against the US Coachways insurer, Illinois Union Insurance Company, in exchange for giving up certain legal rights. The Class Representative and the lawyers who brought the Lawsuit (“Class Counsel”) think the Settlement is best for all members of the Settlement Class.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides for a consent judgment to be entered against the defendant, US Coachways in the amount of \$49,932,375, with US Coachways paying \$50,000 and assigning its rights against its insurer, Illinois Union Insurance Company to attempt to satisfy that judgment. Class Counsel believe that US Coachways has insurance coverage from Illinois Union Insurance Company, but Illinois Union has denied coverage, and further believe that US Coachways lacks sufficient resources to satisfy a judgment entered in this action. The initial payment by US Coachways will be used to fund notice to the class, and to cover costs in pursuing an action against Illinois Union. Separate proceeding will be pursued by Plaintiff and Class Counsel to recover from Illinois Union, which then be placed in Settlement Fund. Any distributions from the Settlement Fund will be made only with Court approval following a second motion for preliminary approval as to distributions. Class Counsel (listed below) will ask the Court to award them up to one third of that amount in attorneys’ fees in addition to their expenses for the substantial time and effort they put into this case. The Class Representative also will apply to the Court for payment of \$15,000 in recognition of his service to the Settlement Class. Any amounts awarded to Class Counsel and the Class Representative will be paid from the Settlement Fund. The Settlement Fund also will cover costs associated with notice and administration of the Settlement. These costs include the cost of mailing this Notice and publishing notice of the Settlement, as well as the costs of administering the Settlement Fund. Attorneys’ fees, the Class Representative service payments, and the expenses of notice and administration will be deducted from the Settlement Fund before the balance is divided and distributed to Settlement Class Members.

HOW MUCH WILL I BE PAID?

If the Court approves the Settlement, every Settlement Class Member will be entitled to an equal payment from the Settlement Fund, if any proceeds can be recovered from US Coachways’ insurance company. That is, the amount of the Settlement Fund available for distribution will be divided equally – sometimes referred to as “pro rata” – among all Settlement Class Members.

YOUR OPTIONS

Your choices are to:

1. **Do Nothing and Potentially Receive a Payment.** If you are a member of the Settlement Class whose number and address is within the records obtained in the case and you do nothing, and the Settlement is finally approved by the Court, you will be bound by all of the terms of the Settlement, including the releases of claims, and you will receive a payment

from the Settlement Fund if any proceeds can be recovered from US Coachways' insurance company.

2. **Exclude yourself.** You may "opt out" and exclude yourself from the Settlement. If you opt out, you will not be eligible to receive any payment, and you will not release any claims you may have – you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator (address below) postmarked by **[INSERT DATE]** that includes your full name, address, telephone number or numbers, a statement that you wish to be excluded from the Settlement, and your personal signature.
3. **Object to the Settlement.** You may object to the Settlement by submitting a written objection in *Bull v. US Coachways, Inc.*, No. 1:14-cv-05789, to (1) the Clerk of Court, U.S. District Court, Northern District of Illinois, 219 South Dearborn Street Chicago, IL 60604 and (2) Class Counsel and (3) the Settlement Administrator, postmarked by **[INSERT DATE]**. Any objection to the Settlement must include your full name; address; telephone numbers that you maintain were called; all grounds for your objection, with factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel. Attendance at the hearing is not necessary; however, persons wishing to be heard orally (either personally or through counsel) in opposition to the approval of the Settlement are required to file a timely objection as set forth above.

WHEN WILL I BE PAID?

If the Court approves the Settlement, proceeds can be recovered from US Coachways' insurance company, you will be paid as soon as possible after the court order becomes final and the funds from the insurance company are recovered. If there is an appeal of the Settlement, payment may be delayed. The Settlement Administrator will provide information about the timing of payment at **[WEBSITE]**.

WHO REPRESENTS THE SETTLEMENT CLASS?

The attorneys who have been appointed by the Court to represent the Settlement Class are:

Edward A. Broderick
Anthony I. Paronich
Broderick Law, P.C.
99 High St., Suite 304
Boston, MA 02110

Matthew P. McCue
The Law Office of
Matthew P. McCue
1 South Ave, Third Floor
Natick, MA 01760

Brian K. Murphy
Joseph F. Murray
Murray Murphy Moul
+ Basil LLP
114 Dublin Road
Columbus, OH 43204

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

If the Court gives final approval to the Settlement, Members of the Settlement Class will be limited to recovering from any sums recovered against US Coachways insurer Illinois Union Insurance Company ("Illinois Union") in a subsequent action against Illinois Union or through a

subsequent settlement with Illinois Union, in addition to from the \$50,000 contributed toward the Settlement by US Coachways. If you choose not to participate in this settlement and exclude yourself, and you file your own lawsuit for the violations alleged in this case you could recover up to \$1500 per call plus an order prohibiting future calls. However, the lawyers in this case would not represent you in such a case, and US Coachways would vigorously assert all available defenses, and you could lose and receive nothing. This settlement permits class members the opportunity to obtain a smaller amount of money, risk-free.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing (the “Hearing”) at [TIME] on [DATE]. The hearing will be held at the United States District Court for the Northern District of Illinois. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will hear objections to the Settlement, if any. At the Hearing, the Court will also decide how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the Settlement. The Hearing may be continued at any time by the Court without further notice to you. If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and the case will continue. The parties may negotiate a different settlement or the case may go to trial.

DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR TO THE JUDGE. PLEASE DIRECT QUESTIONS TO:

SETTLEMENT ADMINISTRATOR – [INSERT]

Toll-Free 1- [REDACTED]

DATED: _____, 2016

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

JAMES BULL, on behalf of himself and)	
others similarly situated,)	
)	Case No. 1:14-cv-05789
Plaintiff,)	
)	Judge Rebecca R. Pallmeyer
v.)	
)	Magistrate Judge Daniel G. Martin
US COACHWAYS, INC.,)	
)	
Defendant.)	
)	

FINAL APPROVAL ORDER

This matter having come before the Court on Plaintiff’s motion for final approval (the “Motion for Final Approval”) of a proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) between Plaintiff James Bull and Defendant US Coachways, Inc., pursuant to the parties’ Class Action Settlement Agreement (the “Agreement” or the “Settlement Agreement”), and having duly considered all papers filed and arguments presented, the Court hereby finds and orders as follows:

1. For purposes of settlement only, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.
2. The Court preliminarily approved the Settlement Agreement and entered the Preliminary Approval Order dated _____, 2016, and notice was given to the Class as under the terms of the Preliminary Approval Order.
3. The Court has read and considered the papers filed in support of the Motion, including the Settlement Agreement and the exhibits thereto, memoranda and arguments submitted on behalf of the Plaintiff, Settlement Class Members, and the Defendant, and

supporting declarations. The Court has also read and considered any written objections filed by Settlement Class Members. [Alternatively: “The Court has not received any objections from any person regarding the Settlement.”] The Court held a hearing on [REDACTED], 2016, at which time the parties [and objecting Settlement Class Members] were afforded the opportunity to be heard in support of or in opposition to the Settlement. Furthermore, the Court finds that notice under the Class Action Fairness Act was effectuated on [REDACTED], 2016, and that ninety (90) days has passed without comment or objection from any governmental entity

4. The Court finds that:

(a) This agreement was made in reasonable anticipation of potential liability against defendant would arise from a finding that defendant sent 391,459 unsolicited text advertisements in violation of 47 U.S.C. § 227.

(b) The settlement amount is fair and reasonable because it is within the range of statutory damages that could be awarded for the claims made by the class and potential damages that could be awarded if the class prevailed on its claims;

(c) Defendant’s decision to agree to entry of judgment is reasonable based on the risk of an adverse judgment, the cost of the defense, and the uncertainties of litigation;

(d) The evidence adduced during discovery supports a finding that 391,459 text were sent by US Coachways for which US Coachways had not received prior express permission to send;

(e) Defendant did not believe that it was violating any laws or regulations by sending the texts;

(f) Defendant tendered a claim for the action to its insurer Illinois Union Insurance Company (“Illinois Union”) for defense and indemnity and Illinois Union denied coverage to

defendant under the insurance policy.

(g) Defendant lacks financial resources to withstand the potential judgment in this case, or to fund a reasonable settlement from its own funds.

6. Based on the papers filed with the Court and the presentations made to the Court at the hearing, the Court now gives final approval to the Settlement and finds that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class. This finding is supported by, among other things, the complex legal and factual posture of the Action, the fact that the Settlement is the result of arms' length negotiations, and the settlement benefits being made available to Settlement Class Members.

Certification of Settlement Class

7. Under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of settlement only, the following "Settlement Class" is preliminarily certified:

All persons within the United States who received one or more text message advertisements on behalf of US Coachways, Inc. at any time in the four years prior to the filing of the Complaint continuing through the date of the Settlement Agreement.

8. All Persons who are members of the Settlement Class who have not submitted a timely request for exclusion are referred to collectively "Settlement Class Members" or individually as a "Settlement Class Member."

9. For purposes of settlement only, the Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been preliminarily satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of the class representative are typical of the claims of the Settlement Class Members; (d) the class representative will fairly and adequately represent the interests of

the Settlement Class Members; (e) questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court further finds, for purposes of settlement only, that: (A) Settlement Class Members have a limited interest in individually prosecuting the claims at issue; (B) the Court is satisfied with Plaintiff's counsel's representation that they are unaware of any other litigation commenced regarding the claims at issue by members of the Settlement Class; (C) it is desirable to concentrate the claims in this forum; and (D) it is unlikely that there will be difficulties encountered in administering this Settlement.

10. Under Federal Rule of Civil Procedure 23, Plaintiff James Bull is hereby appointed Class Representative and the following are hereby appointed as Class Counsel:

Brian K. Murphy
Joseph F. Murray
Murray Murphy Moul + Basil LLP
114 Dublin Road
Columbus, OH 43204

Matthew McCue
THE LAW OFFICE OF MATTHEW P. MCCUE
1 South Avenue, Suite 3
Natick, Massachusetts 01760

Edward Broderick
Anthony Paronich
BRODERICK LAW, P.C.
99 High St., Suite 304
Boston, MA 02110

Notice and Administration

11. The Court hereby approves of Kurtzman Carson Consultants to perform the functions and duties of the Settlement Administrator set forth in the Settlement Agreement – including effectuating the Notice Plan, providing Notice to the Settlement Class, and to provide

such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

12. The Court has determined that the Notice given to the Settlement Class, in accordance with the Notice Plan in the Agreement and the Preliminary Approval Order, fully and accurately informed members of the Settlement Class of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process and any other applicable law.

13. The Court finds that the Class Administrator properly and timely notified the appropriate state and federal officials of the Settlement Agreement under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

14. All persons whose names were included on the list supplied by Plaintiff as having made timely and valid requests for exclusion are excluded from the Settlement Class and are not bound by this Final Approval Order and Judgment.

15. The Court orders the parties to the Settlement Agreement to perform their obligations thereunder. The Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

16. The Court adjudges that the Plaintiff and the Class are enjoined from seeking to execute on, attach or otherwise acquire any property or assets of Defendant and/or its officers, directors, employees, members, shareholders, agents, executors, successors and assigns of any kind other than from the Insurance Policy and claims against Illinois Union to satisfy or recover on the Judgment and agree to seek recovery to satisfy the Judgment only against Illinois Union.

17. The Court enters judgment against Defendant US Coachways, Inc. in the total

amount of \$49,932,375 on the First Amended Complaint in favor of the Class, from which the partial payment of _____ by US Coachways, Inc. shall be deducted, *provided however*, that the Judgment may not be satisfied or executed on any assets or property of Defendant, officers, directors, employees, members, shareholders, agents, executors, successors and assigns, other than Illinois Union. The Judgment may not be satisfied by attaching, executing on, or otherwise acquiring any other asset or property of Defendant and/or its officers, directors, employees, members, shareholders, agents, executors, successors and assigns (apart from US Coachways interest in the Illinois Union Insurance Policy and any bad faith rights against Illinois Union, which US Coachways has assigned to Plaintiff and the Class). This provision does not release the Judgment against Defendant to be entered herein, nor does it release the asserted claims that are the basis for the entry of the Judgment or the right to enforce the Judgment (which claims are merged into this Judgment) in favor of the Plaintiff and the Class against Illinois Union.

18. In the event of recovery by Plaintiff and the Class from Illinois Union, further distributions from the Settlement Fund to Class members, an incentive award, and will be made on additional approval by the Court, in accordance with the distribution formula approved by the Court, or as modified by further Court order.

19. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties hereto pursuant to the Settlement Agreement have been performed; (b) any other action necessary to conclude the Settlement and to administer, effectuate, interpret and monitor compliance with the provisions of the Settlement Agreement; and (c) all parties to this Action and Settlement Class Members for the purpose of

implementing and enforcing the Settlement Agreement, including authorizing distributions from the Settlement Fund of any proceeds recovered from Illinois Union.

20. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no just reason exists for delay in entering this Final Approval Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order and Judgment.

DATED: _____, 2016

Rebecca R. Pallmeyer
United States District Judge