

(\$1,000,000) non-reversionary all cash common fund for the benefit of 38,216 individuals to whom Defendants allegedly made calls and delivered pre-recorded messages via voicemail to cellphones, with each individual Settlement Class Member receiving a pro rata share following subtractions for the costs of notice and administration, court-awarded attorney's fees and expenses, and the incentive award to Plaintiff.

To date, the Settlement has been met with overwhelming approval from Settlement Class Members. Notice of the Settlement commenced on June 14, 2021 in accordance with the Court's Preliminary Approval Order. As of July 23, 2021, with more than two weeks remaining until the August 11, 2021 Claim Form Deadline and Opt-Out and Objection Deadline, the Settlement Administrator reports receiving 5,950 claims from the Settlement Class of 38,216 individuals. This is a **15.57%** response rate to date for this TCPA case.² Also, the Settlement Administrator has not received any opt outs or objections through the last reported date of July 23, 2021.

With this motion Class Counsel requests a fee award of \$333,333.33, which represents 33.333% of the total \$1,000,000 Settlement Fund. Both Class Counsel and the Class Representative, Plaintiff Garvey, devoted significant time and effort to the prosecution of the Settlement Class Members' claims over the past three years in the face of complex defenses and significant risks. Plaintiff and Class Counsel's efforts have yielded an excellent benefit for the 38,216 Settlement Class Members. The requested attorney's fees and costs and incentive award are amply justified in light of the investment of time and effort, the inherent risks of this type of litigation, and the excellent results obtained for the Settlement Class Members. As such, Plaintiff and Class Counsel respectfully request that the Court approve the requested attorney's fees of \$333,333.33, plus litigation expenses incurred in the amount of \$6,685.06, and an incentive award of \$10,000.00 for Class Representative Garvey.

² However, the claims have not yet been evaluated for deficiencies or duplicates.

II. BACKGROUND

A. History of the Litigation and Class Counsel's Efforts

Plaintiff, through Class Counsel, initially filed this putative class action against the Rauner Campaign in the Circuit Court of Cook County, Illinois on March 23, 2018. The Rauner Campaign answered Plaintiff's complaint May 17, 2018, and written and third-party discovery thereafter commenced concerning both individual merits and class-certification related issues. Plaintiff, through Class Counsel, served numerous subpoenas upon third-parties, and ultimately litigated the scope and enforceability of a subpoena for records to then non-party Victory Phones, LLC in Kent County, Michigan's 17th District Court. As a result of this written and third-party discovery, Plaintiff obtained highly relevant electronically stored information, including call records regarding the Rauner Campaign's advertising campaign at issue.

While this litigation was still pending in the Circuit Court of Cook County, the Rauner Campaign filed a Third-Party Complaint against Victory Phones LLC and The Stratics Group, Inc. The Stratics Group, Inc. then timely removed this action to this Court. Thereafter, on July 2, 2019, Plaintiff filed a First Amended Class Action Complaint, which added Rauner as an individual Defendant.

On October 20, 2020, Defendants filed a Joint Rule 12(b)(1) Motion to Dismiss, or in the Alternative, for Judgment on the Pleadings, arguing for dismissal of Plaintiff's claims based on the Supreme Court's recent decision in *Barr v. American Association of Political Consultants*, 140 S. Ct. 2335 (2020). Plaintiff filed a Memorandum in Opposition to that motion, and this fully briefed motion was pending before the Court when the Parties initially advised the Court of the proposed Class Settlement.

Class Counsel has devoted substantial time and resources to investigating, litigating, and resolving this action for the benefit of the Settlement Class. (See Declaration of John Sawin, attached hereto as **Exhibit B**). Class Counsel spent significant time communicating with Plaintiff, investigating facts, researching the law, preparing a well-pleaded complaint and amended complaint, engaging in discovery, working with a consulting expert witness, briefing multiple potentially dispositive motions, reviewing documents, negotiating the Settlement Agreement and preparing the Settlement-related documents and filings, and supervising the Settlement claims administration process. In sum, Class Counsel developed and prosecuted complex claims and obtained an excellent recovery for the Settlement Class in the face of strong opposition by Defendants.

B. Settlement Discussions

Plaintiff's initial settlement demand in this action was not made until approximately ten months into the litigation—in January 2019—when Plaintiff initially proposed a preliminary framework for potential classwide settlement of the claims. Those discussions did not gain any traction at that time, so the litigation continued and Plaintiff thereafter obtained leave to add Rauner as an individual Defendant. The Parties thereafter engaged in informal settlement discussions at various junctures in the litigation, including September 2019, January 2020, and August 2020. However, it was not until February 2021—after substantial legal briefing on the complex and evolving legal issues involved in this action had taken place—that the Parties' settlement discussions gained momentum. At that time the Parties, through their respective counsel, articulated their respective positions on each of the key legal issues relating to liability, class certification and damages exposure, discussed their competing views on various issues, including the relief to which the Settlement Class was potentially entitled and the prospects of

class certification, and eventually began exchanging counter-proposals. The Parties' negotiations were at all times highly adversarial and at arm's length.

C. Settlement Agreement and Preliminary Approval

The Parties thereafter finalized their understanding by executing a Settlement Agreement dated May 6, 2021, which the Court preliminary approved on May 14, 2021. See ECF Doc. 135-1 (the "Agreement"), and ECF Doc. 138 (Preliminary Approval Order). Pursuant to the Agreement, Defendants have agreed to pay, on a non-reversionary basis, cash in the amount of \$1,000,000.00 to create the Settlement Fund for the benefit of Settlement Class Members. The Settlement Fund will be used to pay all Settlement costs, including without limitation the Settlement Awards, Notice and Administrative Costs, any Attorney's Fee Award and an incentive/service award payment to Class Representative Garvey, and will be in full satisfaction of all of the Defendants' monetary obligations under the Settlement and Agreement. After such Settlement Costs have been paid from the Settlement Fund, each Settlement Class Member who submits a valid Claim Form will receive a pro rata share of the remainder of the Settlement Fund. Regardless of the number of Claim Forms submitted, no portion of the Settlement Fund shall be returned or refunded to Defendants.

D. Class Counsel's Continuing Efforts Since Preliminary Approval.

Since preliminary approval Class Counsel has continued to invest significant time and effort towards administering the Settlement effectively. The Parties selected KCC Class Action Services, LLC ("KCC") as Settlement Administrator, and Class Counsel has been actively involved in supervising and managing all aspects of KCC's administration of the notice program. Prior to and since preliminary approval Class Counsel has regularly communicated with KCC to ensure that accurate and timely notice of the Settlement was provided to the Settlement Class

Members, and that the Settlement Website was accurate and operational. To that end, Class Counsel reviewed the language and content of the Settlement Website, has responded to numerous Settlement Class Members who contacted Class Counsel directly, and prepared the instant motion. Class Counsel will continue to devote his time and effort as the settlement administration continues, as well as appear at the final approval hearing, and continue to respond to ongoing inquiries from Settlement Class Members.

III. LEGAL STANDARD FOR ATTORNEYS FEES

Federal Rule of Civil Procedure 23 provides that “[i]n a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the Parties’ agreement.” Fed. R. Civ. P. 23(h). The Seventh Circuit recognizes “two approaches used to calculate attorneys’ fees: the lodestar method . . . and the percentage-of-recovery method . . .” *Wright v. Nationstar Mortg. LLC*, No. 14-cv-10457, 2016 WL 4505169, at *14 (N.D. Ill. Aug. 29, 2016) (citing *Florin v. Nationsbank of Ga., N.A.*, 34 F.3d 560, 562 (7th Cir. 1994) (hereinafter “*Florin I*”). Generally, “a district judge has discretion to use either method, depending on the particular circumstances of the case.” *Cook v. Niedert*, 142 F.3d 1004, 1010 (7th Cir. 1998).

In TCPA class actions like this one, where the defendant creates a common fund that is distributed in full, the percentage-of-the-fund method is “the normal practice,” because “such an approach is more efficient for the court and more likely to yield an accurate approximation of the market rate.” *In re Capital One Telephone Consumer Protection Act Litig.*, 80 F. Supp. 3d 781, 794–95 (N.D. Ill. 2015); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 500–01 (N.D. Ill. 2015) (“The Court agrees with [class] counsel that the fee award in this case should be calculated based on a percentage-of-the-fund method . . . because fee arrangements based on the lodestar method

require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of [many] million lightly-injured plaintiffs likely would not be interested in doing.”); *Williams v. Gen. Elec. Capital Auto Lease*, No. 94-cv-7410, 1995 WL 765266, *9 (N.D. Ill. Dec. 6, 1995) (“The approach favored in the Seventh Circuit is to compute attorney’s fees as a percentage of the benefit conferred on the class”) (collecting cases). Moreover, the percentage-of-the-fund method is the best method for recreating the market for TCPA attorneys, because TCPA attorneys generally work on contingency and are not paid by lodestar.

Indeed, “there are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration.” *Florin v. Nationsbank of Ga., N.A.*, 34 F.3d 560, 566 (7th Cir. 1994). As one seminal case found: The percentage method is bereft of largely judgmental and time wasting computations of lodestars and multipliers. These latter computations, no matter how conscientious, often seem to take on the character of so much Mumbo Jumbo. They do not guarantee a more fair result or a more expeditious disposition of litigation. *In re Union Carbide Corp. Consumer Prods. Bus. Sec. Litig.*, 724 F. Supp. 160, 170 (S.D.N.Y. 1989); see also *Matter of Cont’l Ill. Sec. Litig.*, 962 F.2d 566, 573 (7th Cir. 1992) (noting it is easier to establish market based contingency fee percentages than to “hassle over every item or category of hours and expense and what multiple to fix and so forth”); *Gaskill v. Gordon*, 942 F. Supp. 382, 386 (N.D. Ill. 1996) (percentage of fund method “provides a more effective way of determining whether the hours expended were reasonable.”), *aff’d*, 160 F.3d 361 (7th Cir. 1998).

Here, Class Counsel’s requested fee award is \$333,333.33, which represents 33.333% of the Settlement Fund. As explained in more detail below, this fee award is within the market rate for class settlements of this size (as determined using the formula this District has adopted), is

within the range of fees approved in other similar TCPA class actions, and is fair and reasonable in light of the work performed and the recovery secured on behalf of the Settlement Class.

IV. ARGUMENT

A. The Court Should Calculate Fees as a Percentage of the Fund

Courts in this District often look to *In re Synthroid Marketing Litig.* (“Synthroid II”), 325 F.3d 974, 980 (7th Cir. 2003), to assist in determining fees, and have nearly uniformly held that the percentage of the fund reflects the “market rate” for consumer class actions because “given the opportunity ... class members and Plaintiff’s counsel would have bargained for” such. *Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11-4462, 2015 WL 1399367, at *5 (N.D. Ill. Mar. 23, 2015); *In re Capital One Tel. Consumer Prot. Act Litig.* (“In re Capital One”), 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (percentage of the fund method is “more likely to yield an accurate approximation of the market rate” in TCPA case, and that, “had an arm’s length negotiation been feasible, the court believes that the class would have negotiated a fee arrangement based on a percentage of the recovery, consistent with the normal practice in consumer class actions”).

B. Class Counsel’s Request Falls Within the Market Rate

The Court is also tasked with determining what percentage of the Settlement Fund is appropriately allocated as attorney’s fees. The Seventh Circuit has held that “attorneys’ fees in class actions should approximate the market rate that prevails between willing buyers and willing sellers of legal services.” *Silverman v. Motorola Solutions, Inc.*, 739 F.3d 956, 957 (7th Cir. 2013). Further, the court held that there should be a “presumption” that fees in any given settlement should not “exceed a third or at most a *half* of the total amount of money going to class members and their counsel.” *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014)

(emphasis added). Although *Pearson* establishes that courts must also consider the value of the settlement exclusive of administrative costs, it does not purport to alter the “market rate” analysis or lower the market rate for attorney’s fees in consumer class actions.

Here, Plaintiff’s request falls squarely within the *Pearson* presumption. Plaintiff respectfully requests that the Court approve \$333,333.33 in attorney’s fees. This request amounts to 33.333% of the entire \$1,000,000 Settlement Fund recovered by Class Counsel. The Seventh Circuit has elucidated ‘benchmarks’ that can assist courts in estimating the market rate, including “the fee contract between the plaintiff and counsel, data from similar cases, and information from class-counsel auctions,” *Kolinek*, 311 F.R.D. at 501 (citing *In re Synthroid Mkt. Litig.* (“*Synthroid I*”), 264 F.3d 712, 719 (7th Cir. 2001)). Other factors are relevant, as well, including the risk that counsel undertook in accepting the case, the quality of performance and the stakes of the case. *Synthroid I*, 264 F.3d at 721. Each of these factors supports the requested attorney’s fee.

1. Class Counsel’s retainer agreement with Plaintiff contemplates the requested fee award.

The first factor courts consider in determining the percentage of the fund that the class and class counsel would have agreed to *ex ante* is the actual agreed-upon amount in class counsel’s retainer agreement. *Capital One*, 80 F. Supp. 3d at 796 (citing *Synthroid I*, 264 F.3d at 719). Here, Class Counsel’s retainer agreement with Plaintiff provides for a contingency fee of 40% of the total recovery, plus reimbursement of all costs and expenses. (**Ex. B**, Sawin Dec.). Given the \$1,000,000 Settlement Fund here, Plaintiff’s agreement with Class Counsel contemplates a fee award of \$400,000, in addition to the recovery of all costs and expenses. Here, the attorney’s fee percentage actually sought (33.333% of the Settlement Fund) is within the range of fees previously awarded in the Seventh Circuit. See, e.g., *Gaskill v. Gordon*, 160 F.3d 361, 362 (7th Cir. 1998) (“The typical contingent fee is between 33 and 40 percent”). And

the retainer agreement's percentage is actually more than what Class Counsel is seeking herein, as Class Counsel's requested fee award amounts to 33.333% of the Settlement Fund.

Accordingly, the retainer agreement supports a finding that the Settlement Class Members would have agreed to Class Counsel's requested fee in an *ex ante* negotiation. See *Capital One*, 80 F. Supp. 3d at 796; see also *Kolinek*, 311 F.R.D. at 500.

2. The Requested Fee Reflects the Fees Awarded in Other Settlements

Awards of one-third of the entire settlement fund were commonplace before *Pearson*. See *Martin v. Dun & Bradstreet, Inc.*, 12-215 (N.D. Ill. Jan. 16, 2014) (Dkt. No. 63) (one-third of total payout); *Hanley v. Fifth Third Bank*, No. 12-1612 (N.D. Ill.) (Dkt. No. 87) (awarding attorneys' fees of one-third of total settlement fund); *Cummings v. Sallie Mae*, 12-9984 (N.D. Ill. May 30, 2014) (Dkt. No. 91) (one-third of common fund); *Desai v. ADT Sec. Servs., Inc.*, No. 11-1925 (N.D. Ill. June 21, 2013) (Dkt. No. 243) (one-third of the settlement fund); *Paldo Sign & Display Co. v. Topsail Sportswear, Inc.*, No. 08-5959 (N.D. Ill. Dec. 21, 2011) (Dkt. No. 116) (fees equal to one-third of the settlement fund plus expenses).

Class Counsel's request for 33.333% of the Settlement Fund is thus reflective of the typical fees awarded in similar cases and represents the post-*Pearson* market price. This is reflected in the following fees approved by judges in this District in TCPA cases since *Pearson*:

- a. 36% of total fund: *In re Capital One*, 80 F. Supp. 3d 781 (N.D. Ill. 2015) (36% of the first \$10 million of the settlement) (Holderman, J.);
- b. 38% of total fund: *Martin v. JTH Tax, Inc.*, No. 13-6923 (N.D. Ill. Sept. 16, 2015);
- c. 36% of the fund minus notice/admin costs: *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 501 (N.D. Ill. 2015) (Kennelly, J.);

d. 33% of fund minus notice/admin costs: *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285 (N.D. Ill. Oct. 21, 2015) (Dkt. No. 93 at 6) (Pallmeyer, J.);

e. 33% of total fund or 35.4% of the fund after notice costs. *Ossola v American Express*, 13-cv-04836 (N.D. Il. December 2, 2016) (Dkt. 379 at 5) (Lee, J.)

Class Counsel's requested fee also reflects post-*Pearson* fees approved by other courts in non-TCPA cases in this Circuit. *E.g. Spano v. The Boeing Co.*, No. 06-743, 2016 WL 3791123 (S.D. Ill. March 31, 2016) (awarding 33 1/3% of the monetary settlement); *McCue v. MB Fin., Inc.*, No. 15- 988, 2015 WL 4522564 (N.D. Ill. July 23, 2015) (awarding 33.33% of the fund plus costs); *Abbott v. Lockheed Martin Corp.*, No. 06-701, 2015 WL 4398475 (N.D. Ill. July 17, 2015) (awarding 33.33% of the fund plus costs). Consequently, the requested fee award falls in line with numerous other settlements approved as reasonable in this Circuit.

C. Other Factors Supports the Requested Fee

Beyond comparisons to similar fee awards and agreements, the market price for legal fees “depends in part on the risk of nonpayment a firm agrees to bear, in part on the quality of its performance, in part on the amount of work necessary to resolve the litigation, and in part on the stakes of the case.” *Sutton*, 504 F.3d at 693 (quotation and internal marks omitted). Given the excellent result achieved for the benefit of the Settlement Class in this case, and considering the risk of no recovery and the substantial resources expended over the years that this litigation has been pending, Class Counsel respectfully submits that the requested fee is reasonable and appropriate under the totality of circumstances, and should be approved.

1. Risk of Loss or Non-Payment

There were numerous legal uncertainties associated with this litigation that posed substantial risk of non-recovery. First, one of the Parties' principal disagreements in this action

concerns whether ringless voicemails are even subject to the TCPA. Defendants have consistently taken the position that they are not. This fundamental issue created legal uncertainty for Plaintiff's claims from this action's inception.

Second, as a result of the Supreme Court's 2020 decision in *Barr v. American Association of Political Consultants*, 140 S. Ct. 2335 (2020), there was legal uncertainty in this action concerning Defendants' liability under the TCPA during the time period at issue. This fully briefed motion was pending before the Court at the time the Parties reached the Class Settlement.

Third, the Rauner Campaign is an Illinois not-for-profit corporation that was registered as an Illinois political candidate committee to support the Defendant Rauner's Illinois gubernatorial campaigns. Rauner lost his 2018 bid for reelection as Illinois' governor, and is no longer a candidate for political office. As such, while the Rauner Campaign continued to exist as an entity, it has not been active since 2018, and its limited remaining assets continued to dwindle as this litigation proceeded. Accordingly, Plaintiff's claims against the Rauner Campaign (which was the sole Defendant for the first 14 months of this litigation) have always presented a financial risk that any victory against it would be merely a pyrrhic victory, as the Rauner Campaign would ultimately have insufficient assets available to satisfy any judgment obtained.

Fourth, there was the inherent risk that the Court could ultimately grant summary judgment in favor of Rauner on the issue of his vicarious liability for the calls at issue. If this litigation were to proceed and the Court were to grant summary judgment in Rauner's favor, then the Rauner Campaign would be the sole remaining defendant. As noted above, that entity is no longer an active entity, its limited remaining assets continue to dwindle, and it would almost certainly be unable to satisfy a class-wide judgment against it.

Fifth, the Parties disagree whether the Settlement Class could be certified on a contested motion for class certification filed by Plaintiff. Defendants have maintained, among other things, that individual issues among Settlement Class Members would predominate and preclude class certification. Plaintiff disagrees but recognizes that this was an inherent risk of this TCPA claim against a political campaign and elected official.

Finally, even if Plaintiff were to obtain class certification, there would remain a risk of losing a jury trial. And even assuming Plaintiff prevailed at trial, any judgment could be reversed on appeal. As such, throughout this action, Class Counsel faced substantial risk that he would receive no compensation despite investing the substantial time and resources necessary to adequately prosecute this action. This risk further supports the requested fee award, as “[c]ontingent fees compensate lawyers for the risk of nonpayment” and “[t]he greater the risk of walking away empty-hand the higher the award must be to attract competent and energetic counsel.” *Silverman v. Motorola Solutions, Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (citing *Kirchoff v. Flynn*, 786 F.2d 320 (7th Cir. 1986)). In light of the considerable risk undertaken by Class Counsel in prosecuting this action against Illinois’ former governor and his political campaign on a purely contingent fee basis, the requested fee award is reasonable and should be granted. *In re Capital One*, 80 F. Supp. 3d at 805 (awarding 6% risk premium on top of 30% of fund in TCPA class settlement).

2. Quality of Performance and Work Invested

The quality of Class Counsel’s performance and time invested in fighting through contested motion practice, party and third-party discovery, and adversarial negotiations to achieve a \$1,000,000, non-reversionary settlement fund for the benefit of the Settlement Class further supports the requested fee award. *Sutton*, 504 F.3d at 693. The proposed Settlement was

reached after three years of litigation and was informed by Class Counsel's thorough review and analysis. Given the substantial settlement fund obtained for the Settlement Class, Class Counsel respectfully submits that his experience and the quality and amount of work invested in this action for the benefit of the Settlement Class supports the requested fee award.

3. Stakes of the Case

The stakes of the case further support the requested fee award. This case involves 38,216 Settlement Class Members who allegedly received unlawful calls from Defendants. The amount that each Settlement Class Member is individually eligible to recover is low (between \$500 and \$1,500 per call), and thus such individuals are unlikely to file lawsuits on their own behalf. A class action is realistically the only way that most individuals would receive any relief. In light of the number of Settlement Class Members and the fact that they each likely would not have received any relief without the assistance of Class Counsel, the requested fee is reasonable and should be granted.

C. The Requested Incentive Award for Plaintiff Garvey Should be Approved

Class Counsel also respectfully requests that the Court grant a service/incentive award of \$10,000 to Plaintiff Peter Garvey for his efforts on behalf of the Settlement Class. Incentive awards compensating named plaintiffs for work done on behalf of the class are routinely awarded. Such awards encourage individual plaintiffs to undertake the responsibility of representative lawsuits. See *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that "because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *Synthroid I*, 264 F.3d at 722 ("Incentive awards are justified when necessary to induce individuals to become named representatives."). Although no award was promised to Plaintiff prior to or during the

litigation, Plaintiff nonetheless contributed his time and effort in pursuing his own TCPA claims and serving as a representative on behalf of the Settlement Class Members—exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action.

Moreover, agreeing to serve as class representative meant that Plaintiff publicly put his name on this litigation, subjecting himself to “scrutiny and attention,” which by itself “is certainly worthy of some type of remuneration.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 600–01 (N.D. Ill. 2011). The amount requested is comparable to or less than other awards approved by federal courts in Illinois and elsewhere. *See, e.g., Allen v. JPMorgan Chase Bank, NA*, No. 13-8285 (N.D. Ill. Oct. 21, 2015) (Dkt. No. 93 at 6) (Approving \$25,000 service award in TCPA class settlement); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, DE 243 ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding \$30,000 service awards in TCPA class settlement).

D. The Court Should Also Award Class Counsel’s Reasonable Litigation Expenses Incurred In Prosecuting This Litigation.

It is well established that counsel who create a common fund like this one are entitled to the reimbursement of reasonable litigation costs and expenses. *Beesley v. Int’l Paper Co.*, 06-cv-703, 2014 WL 375432, at *3 (S.D. Ill. Jan. 31, 2014) (citing Fed. R. Civ. P. 23; *Boeing*, 444 U.S. at 478). Class Counsel incurred reasonable litigation expenses of \$6,685.06. (**Ex. B**, Sawin Dec.)

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully request that the Court approve Class Counsel’s requested attorney’s fee award of \$333,333.33; award Class Counsel reasonable litigation expenses of \$6,685.06; approve the requested incentive award of \$10,000 to Plaintiff Peter Garvey; and award such other and further relief the Court deems equitable and just.

Dated: July 28, 2021

Respectfully submitted,

PETER GARVEY individually and on behalf of a
class of similarly situated individuals

By: /s/ John Sawin

Plaintiff's Attorney

John Sawin (IL 6227112)
SAWIN LAW LTD.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
312.853.2490
jsawin@sawinlawyers.com
*Counsel for Plaintiff and
the Settlement Class*

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on July 28, 2021 I electronically filed the foregoing *Plaintiff's Unopposed Motion for Attorney's Fees, Expenses, and Class Representative Incentive Award* with the Clerk of the Court using the CM/ECF system. A copy of said document will be electronically transmitted to all counsel of record.

/s/ John Sawin

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiff Peter Garvey (“Named Plaintiff”), on behalf of himself and the Settlement Class (as defined below); on the one hand; and Defendants Citizens for Rauner, Inc. (“Rauner Campaign”) and Bruce V. Rauner (“Rauner”) (collectively, “Defendants”); on the other hand. The Named Plaintiff and Defendants are sometimes collectively referred to herein as the “Parties.”

Named Plaintiff and Defendants hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all claims of Named Plaintiff and the Settlement Class Members (as defined below) that were brought or could have been brought in the action entitled *Garvey v. Citizen for Rauner, Inc., et. al.* pending in the United States District Court for the Northern District of Illinois, Case No. 1:18-cv-7919 (the “Action”), will be forever and fully settled, compromised and released upon the terms and conditions contained herein.

1. RECITALS

A) Defendant Rauner is the former Governor of Illinois. Defendant Rauner Campaign was formed to support Rauner’s 2014 and 2018 Illinois gubernatorial campaigns.

B) On or about March 23, 2018, Named Plaintiff filed a complaint against the Rauner Campaign in the Circuit Court of Cook County, Illinois, Chancery Division, Case No. 2018 CH 03859, alleging that the Rauner Campaign violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by making calls and delivering ringless voicemail messages to cellular telephones. On or about October 22, 2018, Rauner Campaign filed a third-party complaint against Victory Phones LLC and The Stratics Group Inc. relating to the alleged calls at issue. On or about November 30, 2018, The Stratics Group Inc. filed a Notice of Removal to the United States District Court for the Northern District of Illinois, where the Action remained pending. On or about July

2, 2019, Named Plaintiff amended its complaint to include Rauner as a defendant. On September 3, 2020, the Court entered an order dismissing all third-party claims against Victory Phones LLC and The Stratics Group Inc.

C) Over the course of the litigation, the Parties engaged in, *inter alia*, (1) motion practice regarding Defendants' motions to dismiss, (2) multiple motions to stay the litigation, and (3) written discovery and third-party discovery.

D) Defendants deny all claims asserted in the Action and deny all allegations of wrongdoing and liability. Defendants desire to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings.

E) The Parties recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through class certification and trial, possible appeals and ancillary actions. The Parties also have considered the uncertainty, risks and difficulty involved in any litigation and especially in class action proceedings and proceedings brought under the Telephone Consumer Protection Act.

F) This Agreement resulted from and is the product of extensive, good faith and arm's length settlement negotiations, and was informed by the Parties' motion practice, written discovery and production of documents.

G) Class Counsel has conducted an investigation into the facts and the law regarding the Action. Class Counsel has concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Named Plaintiff and the Settlement Class recognizing (1) the existence of complex and contested issues of law and fact, (2) the ongoing regulatory proceedings concerning the scope of the TCPA, and divergent judicial

decisions interpreting various provisions of the TCPA, (3) the risks inherent in litigation, (4) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement, (5) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (6) the Named Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

H) Subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, and subject to the remaining provisions herein, the Parties desire a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein, and to fully, finally and forever resolve, discharge and release the claims (as set forth herein) of Named Plaintiff and the Settlement Class Members, in exchange for Defendants' agreement to jointly pay the total amount of one million U.S. dollars (\$1,000,000), inclusive of Settlement Costs and Settlement Awards as explained and set forth below.

I) The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement.

NOW THEREFORE, it is hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this Agreement and upon the entry by the Court of a final order approving the settlement and directing the implementation of the terms and conditions of the settlement as set forth in this Agreement, the Action shall be settled and compromised upon the terms and conditions contained herein.

2. DEFINITIONS

The definitions contained herein apply only to this Agreement and the attached Exhibits, and do not apply to any other agreement, including, without limitation, any other settlement agreement. Nor will they be used as evidence, except with respect to this Agreement, of the meaning of any term. As used in this Agreement, the following terms have the meanings set forth below:

A) **“Action”** means *Garvey v. Citizen for Rauner, Inc., et. al.* pending in the United States District Court for the Northern District of Illinois, Case No. 1:18-cv-7919.

B) **“Agreement”** means this Class Action Settlement Agreement and Release.

C) **“Approved Claim Form”** means a Claim Form that a Settlement Class Member timely submitted, and that the Class Administrator approved for payment pursuant to Section **10.D** of this Agreement.

D) **“CAFA Notice”** refers to the notice requirement imposed by 28 U.S.C. § 1715(b).

E) **“Claim Form”** means the respective form that Settlement Class Members must submit to obtain a monetary recovery in connection with the Settlement, the proposed form of which is attached hereto as Exhibit 2.

F) **“Claim Form Deadline”** has the meaning set forth in Section **8.A(vi)** of this Agreement.

G) **“Class Administrator”** means KCC Class Action Services LLC, subject to approval by the Court. The Class Administrator will be responsible for providing the Class Notice, Claim Form, as well as services related to administration of the Settlement.

H) **“Class Counsel”** means John Sawin, of Sawin Law Ltd.

I) **“Class Notice”** means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including the Mail Notice, Publication Notice and any

different or additional notice that might be ordered by the Court, and the Claim Form. A description of the contemplated Class Notice is provided in Section **10.B** of this Agreement.

J) “Class Period” means the period from March 23, 2014 to the date the Court enters the Preliminary Approval Order.

K) “Named Plaintiff” means Peter Garvey.

L) “Court” means the United States District Court for the Northern District of Illinois.

M) “Cy Pres Distribution” means monies that may be distributed in connection with the Settlement pursuant to Section **12.C** of this Agreement. *Cy Pres* will only be distributed for uncashed or un-deposited checks and only if a second distribution to those Settlement Class Members who submitted Approved Claim Forms is not feasible pursuant to Section **12.B** of this Agreement, or if there is any money remaining in the Settlement Fund after a second distribution.

N) “Defendants” mean Citizens for Rauner, Inc. and Bruce V. Rauner, collectively.

O) “Effective Date” means the first day after the last of the following dates:

- (i)** All Parties, Rauner’s Counsel, Rauner Campaign’s Counsel and Class Counsel have executed this Agreement;
- (ii)** The Court has entered, without material change, the Final Approval Order; and
- (iii)** The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable appellate period.

P) “Escrow Account” means a non-interest bearing checking account established at a financial institution other than Defendants’ into which monies are to be deposited as set forth by this Agreement.

Q) “Final Approval Hearing” means the hearing during which the Court considers the Parties’ requests to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of attorneys’ fees, costs and expenses awarded to Class Counsel and the amount of the service award to Named Plaintiff.

R) “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 5. “Final Approval” occurs on the date that the Court enters, without material change, the Final Approval Order.

S) “Funding Date” means the date, which is no later than ten (10) days after the Effective Date, on which Defendants must cause payment to be made into the Settlement Fund account pursuant to Section 9 of this Agreement.

T) “Judge” means any judge of the United States District Court for the Northern District of Illinois, including the Honorable Jorge L. Alonso.

U) “Mail Notice” means the long-form notice that will be provided pursuant to Section 10.B(i) of this Agreement to the Settlement Class Members, subject to approval by the Court, substantially in the form attached hereto as Exhibit 1.

V) “Notice Deadline” has the meaning set forth in Section 8.A(iv) of this Agreement.

W) “Opt-Out and Objection Deadline” has the meaning set forth in Section 8.A(viii) of this Agreement.

X) “Parties” means Named Plaintiff and Defendants.

Y) “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit

4. “Preliminary Approval” occurs on the date that the Court preliminarily approves the settlement and authorizes the dissemination of class notice.

Z) “**Publication Notice**” means the notice that will be published in USA Today and the Chicago Tribune pursuant to Section **10.B(ii)** of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 3.

AA) “**Rauner Campaign**” means Citizens For Rauner, Inc.

BB) “**Rauner**” means Bruce V. Rauner.

CC) “**Rauner’s Counsel**” means Seyfarth Shaw LLP.

DD) “**Rauner Campaign’s Counsel**” means O’Hagan Meyer, LLC.

EE) “**Released Claims**” means all claims to be released as set forth in Section **17** of this Agreement. The “Releases” means all of the releases contained in Section **17** of this Agreement.

FF) “**Released Parties**” means and refers collectively to Rauner and his spouse, children, heirs, executors, trusts, agents, administrators, representatives, affiliates, partners, assigns, insurers, and attorneys, and to Rauner Campaign and each and all of its respective past, present, and future direct or indirect subsidiaries, parent companies, agents, affiliates, predecessors in interest and/or ownership, successors in interest and/or ownership, partners, licensees, assignees, insurers, and estates, and each of the foregoing’s respective past, present, and future officers, directors, attorneys, shareholders, candidates, committees, indemnitees, predecessors, successors, trusts, trustees, partners, associates, principals, divisions, employees, volunteers, insurers, members, agents, representatives, brokers, consultants, heirs, and assigns.

GG) “**Releasing Parties**” means Named Plaintiff and Settlement Class Members, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives,

agents, partners, assigns, any other person or entity claiming through them or claiming to be a subscriber or user of the same telephone number as a Settlement Class Member.

HH) “Settlement Class” means all persons and entities throughout the United States (1) to whom Defendants placed or caused to be placed one or more telephone calls or ringless voicemail messages; (2) directed to a number assigned to a cellular telephone service; (3) using an automatic telephone dialing system, or an artificial or prerecorded voice; (4) from March 23, 2014 to the date the Court enters the Preliminary Approval Order. Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Court’s staff and immediate family, any counsel who has filed an appearance on behalf of any Party to the Action, and all persons who are validly excluded from the Settlement Class.

II) “Settlement Class Member” means any person in the Settlement Class who does not validly opt out of or otherwise exclude themselves from the Settlement Class.

JJ) “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

KK) “Settlement Award” means a cash payment that may be available to eligible Settlement Class Members who submit an Approved Claim Form pursuant to Section 11 of this Agreement.

LL) “Settlement Costs” means all costs and litigation expenses incurred in the litigation by Named Plaintiff and his attorneys, as well as all costs of notice and claims administration, including but not limited to: (i) any award of attorneys’ fees, costs, and expenses to Class Counsel approved by the Court; (ii) any incentive/service award to Named Plaintiff approved by the Court; (iii) all costs of printing, providing and/or publishing notice and claim

forms to persons in the Settlement Class (including, but not limited to, costs for Mail Notice, Publication Notice, and any different or additional notice that might be ordered by the Court); (iv) all costs of administering the Settlement, including but not limited to identifying Settlement Class Members by reverse lookup or any other procedure, the cost of printing and mailing Settlement Awards and other payments, and the cost of maintaining the Settlement Website; (v) the fees, expenses, and all other costs of the Class Administrator, including any taxes and tax-related expenses incurred by or in connection with the creation of the Settlement Fund; and (vi) the costs associated with preparing and serving the CAFA Notice.

MM) “Settlement Fund” means the amount of \$1,000,000 to be paid jointly by Defendants as set forth in this Agreement and which is inclusive of all Settlement Costs and Settlement Awards.

NN) “Settlement Termination Date” means the date, if any, that any Party exercises its right to terminate this Agreement under the terms thereof.

OO) “Settlement Website” means the website established by the Class Administrator to aid in the administration of the settlement.

PP) “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any regulations or rulings promulgated under it.

QQ) Capitalized terms used in this Agreement but not defined above have the meaning ascribed to them in this Agreement, including the attached exhibits.

3. SETTLEMENT PURPOSES ONLY

A) General. This Agreement is made for the sole purpose of settlement of the Action on a class-wide basis. The settlement of the Action is expressly conditioned upon the entry of a Preliminary Approval Order and a Final Approval Order by the Court.

B) Admissibility. Additionally, this Agreement, any negotiations or proceedings related hereto, the implementation hereof, and any papers submitted in support of the motions for approval hereof (collectively, the “Settlement Proceedings”) are not to be construed as or deemed to be evidence of any admission or concession by any of the Parties or any other person regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

C) Denial of Liability. By entering into this Agreement, it is understood that the Released Parties, including Defendants, do not admit and, to the contrary, expressly deny that they have breached any duty, obligation, or agreement; that they have engaged in any illegal, tortious, or wrongful activity; that they are liable to Releasing Parties, including Named Plaintiff, any person in the Settlement Class or any other persons; and/or that any damages have been sustained by any Releasing Parties in any way arising out of or relating to the conduct alleged in the Action. Defendants expressly reserve all rights to challenge Releasing Parties’ claims on all factual and procedural grounds, including but not limited to the assertion of any and all defenses.

D) Named Plaintiff’s Belief in the Merits of the Case. Named Plaintiff and Class Counsel each believe the claims asserted in the Action have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Named Plaintiff that there is any infirmity in the claims asserted by him, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have asserted.

E) Named Plaintiff Recognizes the Benefits of Settlement. Named Plaintiff recognizes and acknowledges, however, the expense and amount of time which would be required to continue to pursue the Action against Defendants, as well as the uncertainty, risk and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Named Plaintiff and Class Counsel have each concluded that it is desirable that the Action and any Released Claims be fully and finally settled and released as set forth in this Agreement. Named Plaintiff and Class Counsel each believe that the terms set forth in this Agreement confer substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein.

4. GOVERNING LAW, FORUM SELECTION, AND PERSONAL JURISDICTION

This Agreement and all disputes arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Illinois, without regarding to the conflict of law principles of Illinois or any other state. Any action arising from or related to this Agreement, its interpretation, or enforcement shall be filed in the federal or state courts for Chicago, Illinois. The Parties agree that the federal or state courts for Chicago, Illinois have personal jurisdiction over them and waive any objections to personal jurisdiction in those courts.

5. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

A) Payment to Settlement Class. Defendants will jointly pay, on a non-reversionary basis, cash in the total sum of \$1,000,000 to create the Settlement Fund and settle the Action with the Settlement Class and obtain a release of all Released Claims in favor of all Released Parties as set forth herein. The \$1,000,000 will be used to pay Settlement Awards and any Settlement Costs. Defendants' joint payment obligation will not exceed \$1,000,000.

B) Amount Paid Per Settlement Class Member. Each Settlement Class Member who timely submits an Approved Claim Form will receive a *pro rata* share of the Settlement Fund, after deducting the Settlement Costs.

C) Settlement Class Members Solely Responsible for Tax Obligations. The Settlement Class Members shall be solely responsible for paying all tax obligations, if any, arising from payments to them in accordance with applicable law. Neither the Parties nor their Counsel shall have any responsibility or liability to any Settlement Class Member or any other party for determining, withholding, or paying any taxes, if any, incurred in connection with this Settlement Agreement.

6. ATTORNEYS' FEES, COSTS, AND EXPENSES TO NAMED PLAINTIFF

A) Attorneys' Fees, Costs, and Expenses. Class Counsel will move the Court for an award of attorneys' fees, costs, and expenses paid from the Settlement Fund pursuant to applicable law. The amount of attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Fund, and from no other source. Within five (5) days of the Funding Date and after receipt of Class Counsel's completed W-9 form, the Class Administrator will pay to Class Counsel the amount of attorneys' fees, costs and expenses awarded to Class Counsel by the Court, as directed by written instructions from Class Counsel. Court approval of attorneys' fees, costs, and expenses, or their amounts, will not be a condition of Settlement.

- (i)** With no consideration given or received, Plaintiff has agreed to limit the request for an award of reasonable attorneys' fees, costs, and expenses to no more than 33.333% of the Settlement Fund, plus reimbursement of reasonable litigation costs and expenses. Defendants may elect to contest Class Counsel's request, but otherwise Defendants take no position on the amount to be sought by Plaintiff and do not object to a reasonable award of

attorneys' fees, costs, and expenses as determined by the Court and sought in accordance with this Agreement and applicable law.

B) Payment to Named Plaintiff. Named Plaintiff will ask the Court to award an incentive/service payment (in addition to any *pro rata* distribution he may receive under Section 5.B) for the time and effort he has invested in this Action, and for the benefits his efforts have provided to the Settlement Class. Within five (5) days of the Funding Date, the Class Administrator will pay to Class Counsel any incentive/service payment awarded by the Court, and Class Counsel will disburse such funds. Any incentive/service payment will come from the Settlement Fund and from no other source.

- (i) With no consideration given or received, Plaintiff has agreed to limit the amount sought for an incentive/service payment to no more than \$10,000. Defendants may elect to contest the request for an incentive/service payment but otherwise Defendants take no position on the amount to be sought for an incentive/service payment and do not object to a reasonable incentive/service payment as determined by the Court and sought in accordance with this Agreement and applicable law.

C) Settlement Independent of Award of Fees and Incentive Payment. The payment of attorneys' fees, costs, expenses, and incentive payment set forth in Sections 6.A and 6.B are subject to and dependent upon the Court's approval of this Agreement as fair, reasonable, adequate and in the best interest of Settlement Class Members. However, this Settlement is not dependent upon the Court's approving Named Plaintiff's request for such payments or awarding the particular amounts sought by Named Plaintiff. In the event the Court declines Named Plaintiff's requests or

awards less than the amounts sought, this Settlement will continue to be effective and enforceable by the Parties.

7. CONDITIONS OF SETTLEMENT

A) Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (i)** execution of this Agreement by Defendants, Named Plaintiff, and Class Counsel;
- (ii)** the granting of preliminary approval by the Court;
- (iii)** sending of the Mail Notice and publication of Publication Notice, described in Section **10** below;
- (iv)** the granting of final approval by the Court; and
- (v)** execution and entry of Judgment by the Court.

B) The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any Order contemplated by this Agreement.

8. PRELIMINARY APPROVAL OF THE SETTLEMENT

A) Preliminary Approval Motion. As soon as practical after the execution of this Agreement by all Parties, Named Plaintiff will move the Court for entry of the Preliminary Approval Order in substantially the same form attached as Exhibit 4. Pursuant to the motion for preliminary approval, Named Plaintiff will request that (and Defendants will not oppose):

- (i)** The Court conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel for the Class;

- (ii) The Court preliminarily approve this Agreement and the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class;
- (iii) The Court approve the Settlement Administrator;
- (iv) The Court approve the form of Class Notice and find that the notice program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;
- (v) The Court direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”);
- (vi) The Court approve the Settlement’s procedure for Settlement Class Members to submit Claim Forms;
- (vii) The Court set a deadline ninety (90) days following entry of the Preliminary Approval Order for Settlement Class Members to submit Claims Forms either online or by U.S. Mail (“Claim Form Deadline”);
- (viii) The Court approve the procedure for any class members to object to the Settlement or exclude themselves from the Settlement Class in accordance with this Agreement;
- (ix) The Court set a deadline ninety (90) days following entry of the Preliminary Approval Order, after which no one will be permitted to object to the Settlement or exclude himself or herself or seek to intervene (the “Opt-Out and Objection Deadline”);

- (x) The Court direct that Class Counsel shall file any applications for an Attorneys' Fee Award and Service Award at least fourteen (14) days prior to the Opt-Out and Objection Deadline;
- (xi) The Court direct the Settlement Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel no later than seven (7) days after the Opt-Out and Objection Deadline;
- (xii) The Court, pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, individually, and on a representative basis or other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless they timely opt-out;
- (xiii) The Court, pending final determination of whether the Settlement should be approved, stay all proceedings except those related to effectuating the Settlement; and
- (xiv) The Court schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline and Claim Form Deadline;
- (xv) The Court set a deadline for Named Plaintiff to file a motion in support of Final Approval of the Settlement no later than fourteen (14) days prior to the Final Approval Hearing; and

(xvi) The Court's Preliminary Approval Order contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

B) Stay/Bar of Proceedings. All proceedings between the Parties in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to comply with the Settlement or to implement the Settlement. Pending determination of whether the Settlement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no person in the Settlement Class or person acting or purporting to act directly or derivatively on behalf of a person may commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. The Preliminary Approval Order will contain an injunction enjoining the prosecution of the Released Claims by any person unless such person is not a Settlement Class Member or until after such person is validly excluded from the Settlement Class.

9. SETTLEMENT CONSIDERATION

Defendants will jointly pay the total Settlement Fund of \$1,000,000 to fully and completely settle all claims of Named Plaintiff and the Settlement Class Members. Defendants will deposit money into the Escrow Account as follows: (a) within seven (7) days following entry of the Preliminary Approval Order, Defendants will advance the amounts necessary to pay for the Notice Program and settlement administration which amount shall be determined and requested by the Class Administrator, and which advances will be credited against the Settlement Fund; and (b) Defendants will pay the balance of the Settlement Fund into the Escrow Account by or before the Funding Date.

10. ADMINISTRATION AND NOTIFICATION PROCESS

A) Class Administrator. The Class Administrator will administer the Settlement. Class Counsel will provide the Class Administrator, on a confidential basis, the telephone numbers for persons in the Settlement Class (the “Class List”) within five (5) days following entry of the Preliminary Approval Order. The Class Administrator will perform a reverse lookup process to identify the names and mailing addresses associated with the telephone numbers identified on the Class List. The Class Administrator will run the names and addresses obtained via the reverse lookup process through the National Change of Address database. All costs associated with identifying the names and mailing addresses of the Class List will be considered Settlement Costs and paid from the Settlement Fund.

B) Settlement Class Notice Program For the Settlement Class. The Class Administrator must, by the Notice Deadline, provide:

- (i) Mail Notice.** The Class Administrator will provide individual notice via long-form, in substantially the same form attached as Exhibit 1, with a detachable Claim Form, in substantially the same form attached as Exhibit 2, to the mailing address obtained via the reverse lookup process set forth in Section 10.A. The Class Administrator will perform skip tracing for all returned mail. All costs of skip tracing will be considered Settlement Costs and paid from the Settlement Fund. The Mail Notice will direct recipients to the Settlement Website for additional information.
- (ii) Publication Notice.** The Class Administrator will arrange for publication of notice in one (1) issue of both USA Today and the Chicago Tribune in substantially the same form attached as Exhibit 3. The Publication Notice will direct readers to the Settlement Website for additional information.

(iii) **Settlement Website.** The Class Administrator will establish and maintain the Settlement Website dedicated to the Settlement, on which will be posted the Mail Notice, including the Claim Form, a copy of this Agreement, the Preliminary Approval Order, the operative Complaint, and any other materials the Parties agree to include. The Settlement Website will also maintain an electronic version of the Claim Form and allow Class Settlement Members to complete and submit a Claim Form online. These documents will be available on the Settlement Website beginning fourteen (14) days following the entry of the Preliminary Approval Order and remain until the Effective Date. The Class Administrator will secure the URL [TBD] for the Settlement Website.

C) **CAFA Notice.** The Class Administrator will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715 to the Attorney General of the United States and the appropriate state officials within ten (10) days of the filing of the Preliminary Approval Motion. All costs of the CAFA Notice will be considered Settlement Costs and paid from the Settlement Fund.

D) **Approval of Claim Forms.** The Class Administration will determine whether a Settlement Class Member has submitted a valid Claim Form, which must provide the Settlement Class Member's name, address, and telephone number, within the Claim Form Deadline ("Approved Claim Form"). The Class Administrator may assist Settlement Class Members in the completion of the Claim Form. The Class Administrator will notify in writing every Settlement Class Member whose Claim Form is rejected. Any Settlement Class Member who wishes to dispute the rejection of his or her Claim Form must submit a signed, written notice contesting the

rejection of the Claim Form. The written contest must be mailed to Class Counsel, Rauner's Counsel and Rauner's Campaign's Counsel within seven (7) days of receipt of the rejection letter. Within fourteen (14) days of receipt of any written objection, Class Counsel, Rauner's Counsel and Rauner's Campaign's Counsel shall meet and confer in an effort to agree on the proper resolution of each dispute and shall submit all unsolved disputed rejections to the Court for resolution, and will attempt to do so in a single hearing.

11. SETTLEMENT AWARDS

A) Awards to Settlement Class Members. Each Settlement Class Member who submitted an Approved Claim Form, either online no later than the Claim Form Deadline or by U.S. Mail with a postmark of no later the Claim Form Deadline, will be entitled to receive a *pro rata* share of the Settlement Fund after Settlement Costs are deducted.

12. DISTRIBUTION OF SETTLEMENT AWARDS

A) Settlement Award Payments. Class Members will receive Settlement Awards by check. Within twenty-one (21) days after the Effective Date, the Class Administrator will send each Settlement Class Member who submitted an Approved Claim Form their Settlement Award. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than ninety (90) days after the date on the check will be included as part of the Second Distribution (as defined below).

B) Second Distribution. If, after the expiration date of the checks distributed pursuant to Section 12.A above, there remains money in the Settlement Fund sufficient to pay at least five dollars (\$5.00) to each Settlement Class Member who submitted an Approved Claim Form and who was not a person who failed to cash his or her initial Settlement Award check, such remaining monies will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their initial settlement checks (the "Second Distribution"). The Second Distribution will be made within

ninety (90) days after the expiration date of the checks distributed pursuant to Section **12.A** above, and will be paid in the same manner as the original Settlement Award. Checks issued pursuant to the Second Distribution will be valid for one-hundred twenty (120) days from the date on the check.

C) Remaining Funds. Subject to the above provisions, money in the Settlement Fund that has not been distributed following the expiration of checks issued pursuant to the Second Distribution as set forth in Section **12.B** above, including money not distributed because there is not enough money in the Settlement Fund to justify a Second Distribution, will be paid as *cy pres*. Subject to Court approval, the Parties agree to designate Loyola University Chicago, School of Law, Competition and Consumer Protection Law Certificate Program as the *cy pres* designee.

13. OPT-OUTS AND OBJECTIONS

A) Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Class Administrator at the address designated in the Class Notice postmarked no later than the Opt-Out and Objection Deadline. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name and address of the person in the Settlement Class requesting exclusion, and the telephone number at which Defendants called the person; and (iii) include a request substantially similar to the following statement: “I/we request to be excluded from the settlement in the Garvey v. Citizens for Rauner, Inc. TCPA action.” No request for exclusion will be valid unless all the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

B) Retention of Exclusions. The Class Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the

Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

C) Right to Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section will have waived any objection and be forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees, costs, and expenses, and/or incentive award. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file and serve on all parties a Notice of Intention to Appear with the Court.

D) Objection Requirements. To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Court by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (i) Class Counsel — John Sawin, Sawin Law Ltd., 55 West Wacker Drive, Suite 900, Chicago, IL 60601; (ii) Rauner's Counsel — Jordan Vick, Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606; and (iii) Rauner Campaign's Counsel—Shane Bradwell, O'Hagan Meyer, One E. Wacker Drive, Suite 3400, Chicago, IL 60601. An objection must:

- (i) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing his or her full name, address, the cellular telephone

number called by Defendants, and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel;

- (ii) Include a statement of such Settlement Class Member's specific objections;
- (iii) State the grounds for objection and attach any documents supporting the objection; and
- (iv) Contain a heading which includes the name of the case and the case number.

E) Any Settlement Class Member who objects may, but does not need to, appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A Settlement Class Member or his or her attorney intending to make an appearance at the Final Approval Hearing must: (i) file a notice of appearance with the Court no later than twenty (20) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on all counsel for all Parties. Any Settlement Class Member who fails to comply with the provisions of Section **13.C** or Section **13.D** will waive and forfeit any and all rights to appear separately and/or to object, and will be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

F) Any Class Member who submits both an exclusion and an objection will be deemed to have excluded himself or herself from this case and will not be bound by the Settlement Agreement.

14. FINAL APPROVAL AND JUDGMENT ORDER

A) Final Approval. Following completion of the Class Notice process and within thirty (30) days following expiration of the Opt-Out and Objection Deadline and Claim Form Deadline, the Parties will request that the Court enter the Final Approval Order in substantially the same form attached as Exhibit 5.

B) Final Approval Order. The Final Approval Order shall specifically include provisions that:

- (i) Finally approve the Settlement as fair, reasonable and adequate;
- (ii) Find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;
- (iii) Find that the Settlement Class Members have been adequately represented by Named Plaintiff and Class Counsel;
- (iv) Approve the plan of distribution for the Settlement Fund and any interest accrued thereon;
- (v) Certify the Settlement Class;
- (vi) Confirm that Named Plaintiff and the Settlement Class Members have released all Released Claims that are contemplated under this Agreement and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims that are contemplated under this Agreement against the Released Parties;
- (vii) Dismiss on the merits and with prejudice all claims of the Settlement Class Members asserted against Defendants, as well as the Action, without costs to any party, except as provided in this Agreement; and
- (viii) Retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

15. FINAL JUDGMENT

The Judgment entered after the Final Approval Hearing shall be deemed final:

- A. Thirty (30) days after entry of the Final Judgment approving the Settlement if no document is filed within the time seeking appeal, review or rehearing of the judgment; or
- B. If any such document is filed, then five (5) days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 14.

16. DISMISSAL, NO ADMISSIONS AND PUBLICITY LIMITATIONS

A) Dismissal. Upon entry of the Final Approval Order, the Action will be dismissed with prejudice as to the Named Plaintiff and Settlement Class Members.

B) No Admission of Liability. Defendants expressly disclaim and deny any wrongdoing or liability whatsoever, and Defendants expressly deny all liability and wrongdoing of any kind associated with the alleged claims in the operative complaint. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief.

C) No Admission Under Federal Rule of Evidence 408. Pursuant to Federal Rule of Evidence 408 and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible in evidence in any proceeding, except as may be necessary to approve, interpret or enforce this Agreement.

D) Public Statements. This Agreement will be a public document filed with the Court. Notwithstanding, neither Named Plaintiff, Defendants, nor their respective counsel will make any public statements regarding the Settlement prior to the filing of Plaintiff's Motion for Preliminary Approval, except as necessary to the Class Administrator. In addition, after the filing of Plaintiff's Motion for Preliminary Approval, neither Named Plaintiff, Defendants, nor their respective counsel will make any public statements regarding the Settlement that include any facts not otherwise part of the public record and Court filings.

17. RELEASE OF CLAIMS

A) As of the Effective Date, Named Plaintiff, and the Settlement Class Members, provide the following releases:

B) Named Plaintiff and each and all Settlement Class Members, will be deemed to have fully released and forever discharged Defendants and the Released Parties from any and all claims, causes of action, and suits of any nature whatsoever, whether based on any federal law or state law, whether known or unknown, suspected or unsuspected, asserted or un-asserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, which arise out of Defendants' actions of placing or causing to be placed one or more calls, including but not limited to telephone calls, text messages or ringless voicemail messages, directed to a number assigned to a cellular telephone service, using an automatic telephone dialing system, or an artificial or prerecorded voice to Settlement Class Members during the Class Period, including claims for a violation of the TCPA, or any other federal, state, or local statutory, regulatory or common law claim involving the use of automated means or prerecorded or artificial voices to place telephone calls to cellular telephones (collectively, the "Released Claims").

C) Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained therein, becomes effective. This Section constitutes a waiver of such claims, without limitation as to any other applicable law, including Section 1542 of the California Civil Code, which provides

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

D) Named Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Named Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

E) Covenant Not to Sue. Named Plaintiff and Settlement Class Members agree and covenant, and each Settlement Class member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

18. TERMINATION OF AGREEMENT

A) Either Side May Terminate the Agreement. Named Plaintiff and Defendants have the right to unilaterally terminate this Agreement by providing written notice of his or its election to do so (“Termination Notice”) to all other Parties within ten (10) calendar days of any of the following occurrences:

- (i)** The Court rejects or declines to preliminarily or finally approve the Agreement;
- (ii)** An appellate court reverses the Final Approval Order, and the Agreement is not reinstated without material change by the Court on remand; or
- (iii)** The Effective Date does not occur.

B) Settlement Fund Return to Defendants. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason including, but not limited to, those reasons outlined in Section **18.A** herein, the money remaining in the Settlement Fund, less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Defendants within fifteen (15) days of the event that causes the Agreement to not become effective.

C) Revert to Status Quo. If either Named Plaintiff or Defendants terminate this Agreement as provided herein, the Agreement will be of no force and effect and the Parties’ rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Class Administrator for services rendered to the date of termination will not be refunded to Defendants.

19. TAXES

A) Qualified Settlement Fund. The Parties agree that the Escrow Account into which the Settlement Fund is deposited is intended to be and shall at all times constitute a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1. The Class Administrator will timely make such elections as necessary or advisable to carry out the provisions of Section 10, including if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It is the responsibility of the Class Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

B) Class Administrator is “Administrator.” For the purpose of § 1.468B of the Code and the Treasury regulations thereunder, the Class Administrator shall be designated as the “administrator” of the Settlement Fund. The Class Administrator shall cause to be timely and properly filed all information and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B2(k)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

C) Taxes Paid by Administrator. All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or any of the other Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified

settlement fund” for federal or state income tax purposes, shall be paid by the Class Administrator from the Settlement Fund.

D) Expenses Paid from Fund. Any expenses reasonably incurred by the Class Administrator in carrying out the duties described in Section 10, including fees of tax attorneys and/or accountants, shall be paid by the Class Administrator from the Settlement Fund.

E) Responsibility for Taxes on Distribution. Any person or entity that receives a distribution from the Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses will not be paid from the Settlement Fund.

F) Defendants Are Not Responsible. In no event shall Defendants or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Named Plaintiff, Settlement Class Members, Class Counsel or any other person or entity.

20. MISCELLANEOUS

A) Evidentiary Preclusion. In order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file the Agreement and/or the judgment in any action or proceeding that may be brought against them.

B) No Construction Against Drafter. This Agreement was drafted jointly by the Parties and in construing and interpreting this Agreement, no provision of the Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

C) Entire Agreement. This Agreement and exhibits hereto constitute the entire agreement between the Parties and supersede all prior understandings, agreements, or writings regarding the subject matter of this Agreement. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

D) Authority. Each person executing this Agreement on behalf of any of the Parties hereto represents that such person has the authority to execute this Agreement.

E) No Assignment. No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

F) Receipt of Advice of Counsel. Named Plaintiff and Defendants acknowledge, agree and specifically warrant that he or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he or it is acting upon his or its independent judgment and upon the advice of his or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature

or kind by any other party, other than the warranties and representations expressly made in this Agreement.

G) Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

H) Execution in Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

I) Notices. Unless stated otherwise herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax, regular mail or FedEx, postage prepaid, as follows:

As to Named Plaintiff and Settlement Class:

John Sawin
Sawin Law Ltd.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601

As to Rauner:

Jordan Vick
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606

As to Rauner Campaign:


Shane Bradwell
O'Hagan Meyer
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60606

J) Future Changes in Laws or Regulations. To the extent Congress, the Federal Communications Commission or any other relevant regulatory authority promulgates materially different requirements under the TCPA, those laws and regulatory provisions do not impact this Settlement Agreement.

K) Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

L) Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

DocuSigned by:

C9FCC6E02CE0463...

Peter Garvey

Dated: April 21, 2021



Digitally signed by John S. Sawin
DN: cn=John S. Sawin, o, ou,
email=jsawin@sawinlawyers.com,
c=US
Date: 2021.04.26 21:37:52 -05'00'

John Sawin
Sawin Law Ltd.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
Proposed Class Counsel

Dated: April 26, 2021

Bruce V. Rauner

Dated: April ____, 2021

Jordan P. Vick
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606
Counsel for Bruce V. Rauner

Dated: April ____, 2021

Citizens for Rauner, Inc.

Dated: April ____, 2021

Shane Bradwell
O'Hagan Meyer
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60606
Counsel for Citizens for Rauner, Inc.

Dated: April ____, 2021

L) **Resolution of Disputes.** The Parties will cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.


IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Peter Garvey

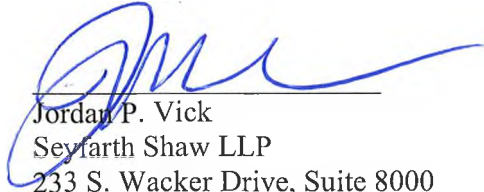
Dated: April ____, 2021

John Sawin
Sawin Law Ltd.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
Proposed Class Counsel

Dated: April ____, 2021


Bruce V. Rauner

Dated: ~~April~~ ^{May} 6, 2021


Jordan P. Vick
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606
Counsel for Bruce V. Rauner

Dated: ~~April~~ ^{May} 6, 2021

Citizens for Rauner, Inc.

Dated: April ____, 2021

Shane Bradwell
O'Hagan Meyer
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60606
Counsel for Citizens for Rauner, Inc.

Dated: April ____, 2021

L) Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Peter Garvey

Dated: April____, 2021

John Sawin
Sawin Law Ltd.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
Proposed Class Counsel

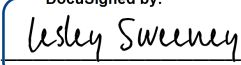
Dated: April ____, 2021

Bruce V. Rauner

Dated: April ____, 2021


Jordan P. Vick
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606
Counsel for Bruce V. Rauner

Dated: April ____, 2021

DocuSigned by:
 4/27/2021

Citizens for Rauner, Inc.

Dated: April ____, 2021



Shane Bradwell
O'Hagan Meyer
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60606
Counsel for Citizens for Rauner, Inc.

Dated: April____, 2021

NOTICE OF CLASS ACTION SETTLEMENT

Peter Garvey v. Citizens for Rauner, Inc. and Bruce Rauner, Case No. 18-cv-07919 (N.D. Ill.)

You may be entitled to a payment from a class action settlement if you received one or more telephone calls or ringless voicemail messages from Citizens for Rauner, Inc. (“Rauner Campaign”) or in support of the gubernatorial campaign of Bruce V. Rauner (“Rauner”) (collectively, the “Defendants”) on your cellphone during the period from March 23, 2014 to [the date the Court enters the Preliminary Approval Order].

This is a court-authorized notice. This is not a solicitation from a lawyer, and you are not being sued.

Please read this notice carefully.

It summarizes your rights and options to participate in a class action settlement, which are affected whether or not you act. The full settlement agreement can be accessed at www.websitehere.com.

What is this notice about?

This notice provides important information about a proposed settlement in a class action lawsuit against the Rauner Campaign and Rauner. The lawsuit claims that Defendants violated the Telephone Consumer Protection Act (“TCPA”) when making calls and delivering prerecorded messages via voicemail to cellphones. Defendants deny the allegations. Although the court presiding over the lawsuit has not decided who is right or wrong, the parties have reached a compromise to end the lawsuit and provide compensation to those who may have been affected.

Why am I getting this notice?

You have been identified as a potential member of the class settlement. Please read this notice carefully. It summarizes your rights and options to participate in the settlement, which are affected whether or not you act. The full settlement agreement can be accessed at www.websitehere.com.

What can I get from the settlement?

The settlement will provide a total of \$1,000,000 (the “Settlement Fund”) to fully settle and release the class members’ claims against the Rauner Campaign and Rauner. If you received a telephone call, text message or ringless voicemail message from the Rauner Campaign or Rauner and you fit the definition of the Settlement Class, as defined below, then you can choose whether to participate in the settlement.

The Court presiding over the lawsuit must still decide whether to approve the settlement. Settlement payments will be made only if the Court approves the settlement, and after any appeals are resolved. Please be patient.



What are my options?

Your rights and options—and the deadlines to exercise them—are explained in this notice. Please do not call or write the Court, the Court Clerk’s office, the Defendants or their respective counsel for more information. They will not be able to assist you.

Any questions? Read on. You can also visit www.websitehere.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A TIMELY CLAIM FORM FOR MONETARY COMPENSATION:	You may submit a claim to receive a payment. Under the settlement, all Settlement Class Members who timely submit a valid claim are eligible to receive an equal share of a \$1,000,000 settlement fund after deductions for attorneys’ fees, litigation expenses, and administrative costs associated with the Settlement. To receive a payment, you must submit a claim by [REDACTED] . You can submit your claim online at the settlement website or mail it to the settlement administrator. Please see below for further instructions.
DO NOTHING:	If you do nothing, you will <u>not</u> receive a share of the settlement fund, but if you are a class member you will still be bound by all orders of the Court. Unless you exclude yourself from the settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims. <i>Submitting a valid and timely claim form is the only way to receive a payment from this settlement.</i>
EXCLUDE YOURSELF:	If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will not release any claims you have against Defendants. The deadline for excluding yourself is [REDACTED]. You must follow the process described below. You must follow the process below to opt-out. If the settlement is approved and you do not exclude yourself, you will be bound by the settlement and will release certain claims described below.
OBJECT:	You may write to the Court about why you do not believe the settlement is fair, reasonable, and adequate. The deadline for objecting is [REDACTED], and the procedure for objecting is explained below.

1. Why should I read this Notice?

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the class action lawsuit that Plaintiff filed against the Rauner Campaign and Rauner. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the settlement, or objecting to the settlement.

2. What is this lawsuit about?

Plaintiff filed this lawsuit against the Rauner Campaign and Rauner alleging that they violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”) when making telephone calls and delivering prerecorded messages via ringless voicemail to cellular telephones. The complaint in this lawsuit is posted at www.websitehere.com, and contains all of the allegations. Defendants have denied these allegations and the Court has not decided who is right and who is wrong; however, to avoid the expense, inconvenience, and distraction of continued litigation, the parties have agreed to the settlement described in this notice.

3. What is a class action and who is involved?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class. Here, Plaintiff Garvey is the Class Representative. The parties that the Class Representative sued—the Rauner Campaign and Rauner—are called the “Defendants” in this case. The Court accordingly resolves the claims for all Class Members, except for those who exclude themselves from the settlement.

4. Why is this lawsuit a class action?

The Court has preliminarily decided that, for settlement purposes, this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendants. Instead, the parties have agreed to settle the lawsuit to avoid the time, risk, and expense associated with continued litigation. If the Court approves the Settlement, then the Settlement Class Members will receive compensation to resolve the claims asserted in the lawsuit. Plaintiff and his attorneys believe that the proposed class settlement is in the best interest of all Class Members.

6. How do I know if I am a part of the settlement class?

Defendants’ records indicate that you may be a member of the class. But you need to confirm whether you are part of this lawsuit. The settlement class is defined as all persons and entities throughout the United States (1) to whom Defendants placed or caused to be placed one or more telephone calls or ringless voicemail messages; (2) directed to a number assigned to a cellular telephone service; (3) using an automatic telephone dialing system, or artificial or prerecorded voice; (4) from March 23, 2014 to [\[the date the Court enters the Preliminary Approval Order\]](#).

7. Who represents me in this case?

In a class action, one or more people or entities called class representatives sue on behalf of people and entities that have similar claims. In this case, Plaintiff Garvey, acting both individually and in

a representative capacity, sued the Rauner Campaign and Rauner, and the Court has appointed Plaintiff Garvey to be the Settlement Class Representative for all Settlement Class Members in this case. The Court has also appointed the law firm of Sawin Law Ltd. in Chicago, Illinois to act as Class Counsel to represent the interests of Class Members. You may retain your own counsel to represent you at your own expense if you would like.

8. How will Class Counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys' fees up to 33 1/3% of the Fund, plus expenses, for investigating the facts, litigating the lawsuit, negotiating the settlement, and obtaining approval of the settlement. To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class Representative and the Settlement Class; nor has Class Counsel been reimbursed for their expenses directly related to their representation of the Settlement Class. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. Class Counsel will also request that an incentive award of up to \$10,000 be paid from the Settlement Fund to the Plaintiff Garvey for his service as a representative on behalf of the whole Settlement Class. The amount of any attorneys' fees or service award will be determined by the Court.

9. What does the settlement provide?

Defendants will establish a settlement fund in the amount of \$1,000,000. Out of the settlement fund, Defendants will pay: (a) settlement compensation to the Class Members (b) the costs and expenses of administrating the class action settlement; (c) an award of attorneys' fees to Class Counsel, subject to the Court's approval; (d) costs and expenses incurred by counsel for Plaintiff Garvey in litigating this matter, subject to the Court's approval; and (e) an incentive award to Plaintiff Garvey of up to \$10,000, subject to the Court's approval.

10. What benefits can I receive from the Settlement?

Under the settlement, the Rauner Campaign and Rauner have agreed to provide monetary compensation to Class Members who timely submit valid claims. The total Settlement Fund is \$1,000,000. The amount of the check that you will be sent is not yet known, because it depends on the number of Class Members who timely submit valid claims, the costs of settlement administration, attorney's fees and costs, and an incentive award for the Class Representative, all of which will be paid from the Settlement Fund. Every Settlement Class Member who submits a timely, valid claim will be sent a check in the same amount. ***Submitting a timely and valid Claim Form is the only way to receive a payment from the Settlement and is the only thing you need to do to receive a payment.*** Claim Forms are available at www.website.com. Claim Forms may be submitted online at www.website.com, or mailed to the Settlement Administrator at [REDACTED].

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

Unless you exclude yourself from the settlement, you will be part of the Settlement Class, which means you give up your right to sue, continue to sue, or be part of any other lawsuit against the Rauner Campaign or Rauner regarding any of the claims released under the Settlement Agreement. Giving up your legal claims is called a release. For more information on the release, released

parties, and released claims, you may obtain a copy of the Settlement Agreement from the Clerk of the United States District Court for the Northern District of Illinois, or on the dedicated settlement website, [REDACTED].

12. How can I get a settlement award?

Submitting a timely and valid Claim Form is the only way to receive a payment from the Settlement and is the only thing you need to do to receive a payment. Claim Forms are included with this notice and are available at www.website.com. Claim Forms may be submitted online at www.website.com, or mailed to the Settlement Administrator at [REDACTED]. Claim Forms must be either postmarked by [REDACTED], or submitted through **INSERT WEBSITE** by [REDACTED]. If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid claim forms. Note that if you receive a settlement award check, you will have ninety (90) days to cash the check sent to you. If you do not cash the check within that time period, then your check will be void and the funds will be utilized as the Court deems appropriate, including distribution to a charitable organization.

13. How do I exclude myself from the Settlement Class?

If you want to exclude yourself from the Settlement Class (sometimes referred to as “opting out”), then you will not be eligible to recover any benefits as a result of this Settlement. However, you will keep the right to sue or continue to sue Defendants on your own and at your own expense about any of the Released Claims.

To exclude yourself from the Settlement Class, you must send a letter by mail that (a) is signed by you; (b) includes your full name, address and the telephone phone number at which Defendants called, texted or left you a voicemail; (c) identifies the name and case number of this lawsuit (*Garvey v. Rauner et al.*, No. 18-cv-07919); and (d) includes the following statement: “I/we request to be excluded from the Settlement Class in the *Garvey v. Citizens for Rauner, Inc.* TCPA action,” or words to that effect. No request for exclusion will be valid unless all the information described above is included and the request for exclusion is submitted timely.

You must mail your exclusion request postmarked no later than [REDACTED] to the following address:

[REDACTED]

14. How do I tell the Court that I do not agree with the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement or any part of the settlement that you do not believe is fair, reasonable, and adequate.

To object, you must file a written objection with the Court and send said written objection via first-class mail to the attorneys and Court listed below **postmarked no later than [REDACTED]**. In order for your written objection to be effective, it must: (a) contain a heading which includes the name of the case and case number; (b) provide your name, address, telephone number and

signature; (c) contain the name, address, bar number and telephone number of your counsel, if represented by an attorney; (d) contain a statement of the specific basis for each objection; (e) contain evidence demonstrating that you are a member of the class; (f) contain a list of any legal authority you will present at the final approval hearing; (g) contain a statement as to whether you intend to appear at the final approval hearing, and (h) contain the telephone number at which Defendants contacted you.

Class Counsel:

John Sawin
Sawin Law Ltd.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
Tel. 312.853.2490
jsawin@sawinlawyers.com

Rauner's Counsel:

Jordan Vick
Seyfarth Shaw LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606

Rauner Campaign's Counsel:

Shane Bradwell
O'Hagan Meyer
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60606

The Court:

U.S. District Court for the Northern
District of Illinois
Dirksen Federal Building
219 S. Dearborn Street
Chicago, Illinois 60604

15. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate. Conversely, excluding yourself means that you do not want to be part of the settlement. You can object only if you do not exclude yourself from the settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

16. What happens if I do nothing at all?

If you do nothing and the Court approves the Settlement Agreement, you will not receive a share of the settlement fund, but you will release any claim you have against Defendants related to the allegations of this case. Unless you exclude yourself from the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants regarding any of the Released Claims as defined in the Settlement Agreement.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing on [REDACTED] at [REDACTED]. The hearing will take place in the United States District Court for the Northern District of Illinois, Dirksen Federal Building, 219 S. Dearborn Street, Chicago, Illinois 60604. At the final approval hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the

settlement, if any. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses. The Court may make a decision at that time, postpone a decision, or continue the hearing.

You do not need to attend the final approval hearing. Class Counsel will appear on behalf of the Class. But you may attend or have your own lawyer appear at your own expense.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure explained in Question 14 above. To speak at the Final Approval Hearing, you must also file with the Clerk of Court your "Notice of Intention to Appear in the Garvey v. Citizens for Rauner, Inc. TCPA Action." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be filed no later than [REDACTED], and must be sent to all addresses listed in response to Question 14. You cannot speak at the hearing if you excluded yourself from the settlement.

19. Is this the entire settlement agreement?

No. This Notice is only a summary of the proposed settlement. More details are in the Settlement Agreement, which was filed with the Court, and posted at the dedicated settlement website located at [REDACTED].

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, CITIZENS FOR RAUNER, RAUNER OR THEIR COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.

MORE INFORMATION IS ALSO AVAILABLE AT THE CASE WEBSITE, [REDACTED]. PLEASE MONITOR THE CASE WEBSITE FOR UPDATES AND OTHER IMPORTANT INFORMATION.

Carefully separate at perforation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Peter Garvey v. Citizens for Rauner, Inc. and Bruce Rauner
Case No. 18-cv-07919 (N.D. Ill)

RAUNER CAMPAIGN TCPA CLASS ACTION SETTLEMENT CLAIM FORM

[admin] ID: <<[Admin] ID>>
<<First Name>> <<Last Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

Name/Address Changes:

Bottom Inside

I received one or more telephone calls or ringless voicemail messages on my cellphone from Citizens for Rauner, Inc. or in support of the gubernatorial campaign of Bruce Rauner that used an automatic telephone dialing system, or an artificial or prerecorded voice during the period between March 23, 2014 and [the date the Court enters the Preliminary Approval Order]. I wish to participate in this settlement.

IF YOU MOVE, send your CHANGE OF ADDRESS to the
Class Administrator at the address on the backside of this form.

Signature: _____

Telephone number on which I received the call(s):

Date of signature: _____

To receive a payment you must enter all requested information above, sign
and mail this claim form, postmarked on or before [month] [day].
Or you may visit the settlement website, [INSERT].

To exclude yourself from the class action settlement you must mail a written request for
exclusion to the claims administrator, postmarked on or before [month] [day], 2021.
Your request must include the information required by the Court's [month] [day], 2021 Order.

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

**[Insert Class Administrator]
[address]
[city], [state] [zip code]**

EXHIBIT

2

You may be entitled to a payment from a class action settlement if you received one or more telephone calls or ringless voicemail messages from Citizens for Rauner, Inc. (“Rauner Campaign”) or Bruce V. Rauner (“Rauner”) (collectively, the “Defendants”) on your cellphone at any time between March 23, 2014 to [the date the Court enters the Preliminary Approval Order]:

A class action settlement has been reached in a class action lawsuit against the Rauner Campaign and Rauner. The Court granted preliminary approval of the settlement on [INSERT]. The Court has authorized this notice to inform class members about their rights. This is not an advertisement and not a solicitation from a lawyer.

Who is Included?

The Settlement Class includes all persons and entities throughout the United States (1) to whom the Rauner Campaign or Rauner placed or caused to be placed one or more calls, including but not limited to one or more telephone calls or ringless voicemail messages; (2) directed to a number assigned to a cellular telephone service; (3) using an automatic telephone dialing system, or an artificial or prerecorded voice; (4) from March 23, 2014 to [the date the Court enters the Preliminary Approval Order].

What Does the Settlement Provide?

If you are a member of the Settlement Class, you may be entitled to a payment under the settlement. A \$1,000,000 Settlement Fund will be used to pay Settlement Class Members who submit timely, valid Claim Forms.

How Can I Get a Payment?

If you believe that you are a member of the Settlement Class and you have not already received a Notice of Class Action Settlement, it is important that you contact the Class Administrator (KCC Class Action Services LLC) **immediately** to protect your rights by calling [INSERT] or visiting [INSERT WEBSITE]. If you are a member of the Settlement Class, your deadline to submit a Claim Form, or opt out of or object to the settlement is [INSERT].

For more information: [INSERT WEBSITE]



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PETER GARVEY, individually and on)	
behalf of a class of similarly situated individuals,)	
)	
<i>Plaintiff,</i>)	Case No. 1:18-cv-7919
)	
v.)	Honorable Jorge L. Alonso
)	
CITIZENS FOR RAUNER, INC.,)	Magistrate Judge M. David Weisman
an Illinois corporation; and BRUCE RAUNER,)	
an individual)	
)	
<i>Defendant.</i>)	
)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AGREEMENT, CONDITIONALLY CERTIFYING SETTLEMENT
CLASS, DIRECTING NOTICE OF PROPOSED CLASS SETTLEMENT,
AND SETTING A FINAL APPROVAL HEARING**

This matter coming before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), with the Court reviewing and considering the Motion, the Class Action Settlement Agreement and Release (“Agreement”) between Plaintiff, Peter Garvey (“Plaintiff”), and Defendants, Citizens for Rauner, Inc. (“Citizens”) and Bruce Rauner (“Rauner”) (Plaintiff, Citizens, and Rauner are collectively the “Parties”), and all other papers that have been filed with the Court related to the Agreement, including all exhibits and attachments to the Motion and the Agreement, and otherwise being advised in the premises;

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Agreement.



2. The Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, and personal jurisdiction over Plaintiff and Defendants. Additionally, venue is proper in this district pursuant to 28 U.S.C. § 1391.

3. It appears to the Court on a preliminary basis that the Agreement is likely to be found fair, adequate, and reasonable. It appears to the Court that adequate investigation and research has been conducted such that the Parties' respective counsel are able to reasonably evaluate their respective positions. It further appears to the Court that settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Agreement has been reached as the result of arm's length negotiations.

4. The Court preliminarily finds that the Agreement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement award to be made available to all putative class members is fair, adequate, and reasonable when balanced against the potential outcomes of further litigation.

5. For purposes of settlement only, the Court finds that the prerequisites for class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been preliminarily satisfied. The Court finds that: (i) the Settlement Class appears to be so numerous that joinder of all Settlement Class Members is impracticable; (ii) Plaintiff's claims in the Action appear to be typical of the Settlement Class' claims; (iii) there appear to be questions of law and fact common to the Settlement Class, which predominate over any questions affecting only individual Settlement Class Members; (iv) Plaintiff appears to be capable of fairly and adequately

protecting the interests of the Settlement Class Members in connection with the Settlement; (v) and class certification appears to be superior to other available methods for the fair and efficient adjudication of this controversy. For purposes of settlement only, the Court hereby conditionally certifies the following Settlement Class:

All persons and entities throughout the United States (1) to whom Defendants placed or caused to be placed one or more telephone calls or ringless voicemail messages; (2) directed to a number assigned to a cellular telephone service; (3) using an automatic telephone dialing system, or an artificial or prerecorded voice; (4) from March 23, 2014 to the date the Court enters the Preliminary Approval Order.

Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Court's staff and immediate family, any counsel who has filed an appearance on behalf of any Party to the Action, and all persons who are validly excluded from the Settlement Class.

6. The Court preliminarily finds that Plaintiff Peter Garvey is a member of the Settlement Class and that, for Settlement purposes only, he satisfies the requirement that he will adequately represent and protect the interests of the absent Settlement Class Members. The Court thus hereby preliminarily appoints Plaintiff Peter Garvey to serve as the class representative of the Settlement Class.

7. Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, and having reviewed the submissions of Plaintiff's counsel, the Court preliminarily finds that John Sawin of Sawin Law Ltd. has and will fairly and adequately represent and protect the interests of the absent Settlement Class Members. Accordingly, the Court hereby preliminarily appoints John Sawin of Sawin Law Ltd. to serve as Class Counsel on behalf of Plaintiff and the Settlement Class.

8. Class Counsel is authorized to act on behalf of Settlement Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Agreement, and such other acts reasonably necessary to consummate the Agreement. Any Settlement Class Member may enter an appearance through counsel of his or her own choosing and at his or her own expense. Any Settlement Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

9. The Court approves, in form and content, the Mail Notice and the Publication Notice attached to the Settlement Agreement as Exhibits 1 and 3, respectively, and finds that they meet the requirements of Fed. R. Civ. P. 23 and satisfy Due Process. The Mail Notice shall additionally be posted on the Settlement Website.

10. The Court finds that the notice plan to the Settlement Class as set forth in the Agreement constitutes the best notice practicable under the circumstances, including direct individual Mail Notice to Settlement Class Members where feasible, and Publication Notice by two print publications, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. KCC Class Action Services LLC is hereby appointed Class Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Agreement.

12. The Class Administrator may proceed with the distribution of Class Notice as set forth in the Agreement, and in accordance with the Notice Deadline. Further, the Class Administrator shall serve the CAFA Notice pursuant to 28 U.S.C. § 1715(b).

13. The Court hereby approves the form and content of the Claim Form attached to the Settlement Agreement as Exhibit 2. Settlement Class Members who wish to receive the Settlement Award under the Agreement must complete and submit an Approved Claim Form in accordance with the instructions provided in the Class Notice on or before the Claim Form Deadline of _____.

14. All Claim Forms must be submitted either electronically or by U.S. Mail to the Settlement Administrator no later than the Claim Form Deadline. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any monetary benefit from the Settlement.

15. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion from the Settlement Class shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendants or the Released Parties relating to the claims released under the terms of the Agreement.

16. Any person in the Settlement Class may request exclusion from the Settlement by sending a written request to the Class Administrator at the address designated in the Class Notice postmarked no later than the Opt-Out and Objection Deadline of _____. Exclusion

requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name and address of the person in the Settlement Class requesting exclusion, and the telephone number at which Defendants called the person; and (iii) include a request substantially similar to the following statement: “I/we request to be excluded from the settlement in the Garvey v. Citizens for Rauner, Inc. TCPA action.” No request for exclusion will be valid unless all the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class. The Class Administrator will retain a copy of all requests for exclusion and will provide copies of any such requests to counsel for the Parties no later than seven (7) days after the Opt-Out and Objection Deadline. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of this Agreement.

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Agreement, including the amount of the attorneys’ fees and expenses that Class Counsel intends to seek and/or the payment of any incentive award to the class representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in paragraph 19 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendants’ respective counsel, and the Settlement Administrator no later than the Opt-Out and

Objection Deadline. Addresses for Class Counsel, Defendants' Counsel, the Settlement Administrator, and the Clerk of Court are as follows: (i) Class Counsel — John Sawin, Sawin Law Ltd., 55 West Wacker Drive, Suite 900, Chicago, Illinois 60601; (ii) Rauner's Counsel — Jordan Vick, Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, Illinois 60606; (iii) Citizens' Counsel—Shane Bradwell, O'Hagan Meyer, One E. Wacker Drive, Suite 3400, Chicago, Illinois 60601; (iv) KCC Class Action Services LLC, _____; and (v) U.S. District Court Clerk, United States District Court for the Northern District of Illinois, 219 South Dearborn, Chicago, Illinois 60604.

19. Any objection must: (i) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing his/her full name, address, the cellular telephone number called by Defendants, and whether he/she intends to appear at the Final Approval Hearing on his/her own behalf or through counsel; (ii) Include a statement of such Settlement Class Member's specific objections; (iii) State the grounds for each objection and attach any documents supporting each objection; and (iv) Contain a heading which includes the name of the case and the case number. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an incentive award, and to the Final Approval Order and the right to appeal same.

20. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the

Agreement and this Order may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's counsel's fee and expense application and/or the request for an incentive award to Plaintiff are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Agreement are fully satisfied. Any Settlement Class Member who does not make his/her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Agreement, the releases contained therein, and all aspects of the Final Approval Order.

22. Any Class Member who submits both an exclusion and an objection will be deemed to have excluded herself/himself from this Action and will not be bound by the Agreement.

23. In the event that the proposed Settlement is not finally approved by this Court, or in the event that the Agreement becomes null and void pursuant to its terms, this Order and all

orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; in such an event the Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Agreement.

24. Class Counsel may file a motion seeking an award of attorneys' fees, costs and expenses, as well as an incentive award for the class representative, no later than _____.

25. All papers in support of the final approval of the proposed Settlement shall be filed no later than fourteen (14) before the Final Approval Hearing.

26. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Agreement, pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement all proceedings with respect to the Action are stayed, and all members of the Settlement Class are enjoined from commencing or continuing any action or proceeding in any court or tribunal with respect to the Released Claims against any of the Released Parties.

27. A hearing (the "Final Approval Hearing") shall be held before the Court on _____ in Courtroom 1903 of the U.S. District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago, Illinois 60604 (or at such other time or location as the Court may without further notice direct) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under Fed. R. Civ. P. 23 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the Final Approval Order as provided under the Agreement should be entered;

(d) to consider whether the application for an award of attorney's fees, costs and expenses of Class Counsel should be approved;

(e) to consider whether the application for an incentive award to the class representative should be approved; and

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

28. The Court may, for good cause, extend any of the scheduled dates or deadlines set forth in this Order without further notice to the members of the Settlement Class. 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 judgment approving the Agreement and a Final Approval Order in accordance with the Agreement that adjudicates the rights of all Settlement Class Members.

29. Settlement Class Members do not need to appear at the Final Approval Hearing to indicate their approval.

30. The Parties' respective counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement. The Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the Settlement Class Members.

31. The Court retains exclusive jurisdiction to consider all further applications arising

out of or connected with the proposed Settlement.

32. For clarity, the deadlines set forth above and in the Agreement are as

follows:

<u>EVENT:</u>	<u>SCHEDULED DATE:</u>
Class Administrator to serve CAFA notice required by 28 U.S.C. § 1715	Within 10 days after filing the Motion: TBD
Deadline for direct notice to be mailed to the Settlement Class (the "Notice Deadline")	30 calendar days following entry of the Preliminary Approval Order: TBD
Plaintiffs' Attorney Fee, Expense, and Incentive Award Application Deadline	14 calendar days before the deadline for Settlement Class Members to object to the Settlement (Approximately 46 calendar days after the Notice Deadline): TBD
Deadline for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement (the "Opt-Out and Objection Deadline")	90 calendar days following entry of the Preliminary Approval Order (Approximately 60 calendar days after the Notice Deadline): TBD
Deadline for Settlement Class Members to submit Claim Forms either online or by U.S. Mail (the "Claim Form Deadline")	90 calendar days following entry of the Preliminary Approval Order (Approximately 60 calendar days after the Notice Deadline): TBD
Settlement Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel	No later than seven (7) days after the Opt-Out and Objection Deadline: TBD
Deadline for filing papers in support of the Settlement.	14 calendar days before the Final Approval Hearing: TBD
Final Approval Hearing:	Approximately 114 calendar days following entry of the Preliminary Approval Order TBD

IT IS SO ORDERED.

Dated: _____

Honorable Jorge L. Alonso
United States District Court Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PETER GARVEY, individually and on)
behalf of a class of similarly situated individuals,)
)
) *Plaintiff,*)
)
 v.)
)
)
) CITIZENS FOR RAUNER, INC.,)
) an Illinois corporation; and BRUCE RAUNER,)
) an individual)
)
) *Defendant.*)
)
)
)

Case No. 1:18-cv-7919
Honorable Jorge L. Alonso
Magistrate Judge M. David Weisman

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

WHEREAS, on _____ this Court entered an Order Preliminarily Approving Class Action Settlement Agreement, Conditionally Certifying Settlement Class, Directing Notice of Proposed Class Settlement, and Setting a Final Approval Hearing, preliminarily approving the proposed Settlement pursuant to the terms of the Agreement and directing that notice be given to the members of the Settlement Class; and

WHEREAS, pursuant to the Parties’ plan for providing notice to the Settlement Class, the Settlement Class was notified of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*, whether the terms and conditions of the Agreement are fair, reasonable, and adequate for the release and dismissal of the claims against Defendants in the Action; and

WHEREAS, a Final Approval Hearing was held on _____; and

WHEREAS, prior to the Final Approval Hearing, proof of completion of the Notice Plan was filed with the Court, along with declarations of compliance. Settlement Class Members were



therefore notified of the terms of the proposed Settlement and their right to appear at the hearing in support of or in opposition to the proposed Settlement; and

NOW, THEREFORE, the Court, having heard the oral presentations made at the Final Approval Hearing; having reviewed all of the submissions presented with respect to the proposed Settlement; having determined that the Settlement is fair, adequate, and reasonable; and having reviewed the materials in connection therewith, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The capitalized terms in this Order and Judgment shall have the same meaning as defined in the Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this Action, all claims raised therein, and all Parties thereto, including the members of the Settlement Class.
3. The Court finds, solely for the purposes of considering this Settlement, that the requirements of Federal Rule of Civil Procedure 23 are satisfied, including requirements for the existence of numerosity, commonality, typicality, adequacy of representation, manageability of the Settlement Class for settlement purposes, that common issues of law and fact predominate over individual issues, and that Settlement and certification of the Settlement Class is superior to alternative means of adjudicating the claims and disputes at issue in this action.
4. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit a timely and valid Request for Exclusion. No Settlement Class members requested exclusion. [Alternatively, The members of the Settlement Class who have timely requested exclusion are identified in **Exhibit A** hereto.]
5. Plaintiff Peter Garvey shall serve as Class Representative of the Settlement Class.

6. The Court appoints the following counsel as Class Counsel for purposes of this settlement:

John Sawin
SAWIN LAW LTD.
55 West Wacker Drive, Suite 900
Chicago, Illinois 60601
jsawin@sawinlawyers.com
Tel: 312.853.2490

The Court finds that Plaintiff and Class Counsel have and will fairly and adequately represent and protect the interests of the absent members of the Settlement Class in accordance with Federal Rule of Civil Procedure 23.

7. For purposes of the Settlement and this Final Approval Order, the Settlement Class is finally certified as identified in the Agreement , as follows:

All persons and entities throughout the United States (1) to whom Defendants placed or caused to be placed one or more telephone calls or ringless voicemail messages; (2) directed to a number assigned to a cellular telephone service; (3) using an automatic telephone dialing system, or an artificial or prerecorded voice; (4) during the Class Period [from March 23, 2014 to the date the Court enters the Preliminary Approval Order].

Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Court's staff and immediate family, any counsel who has filed an appearance on behalf of any Party to the Action, and all persons who are validly excluded from the Settlement Class, in accordance with the Agreement.

8. The Court finds that the Administration and Notification Process set forth in Section 10 of the Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this Action, certification of the Settlement Class for settlement purposes only, the terms of the Agreement, and the Final Approval

Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

9. The Court finds that the Settlement, as set forth in the Agreement and this Order, is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the risks that both sides faced with respect to the merits of the claims alleged and remedies requested, the risks of maintaining a class action, and the expense and duration of further litigation, pursuant to Fed. R. Civ. P. 23(e), and therefore the Settlement is approved. The Court further finds that the Class Representative and Class Counsel have at all times adequately represented the Class and the settlement negotiations that resulted in the Settlement were at all times conducted at arm's length. The Court also finds that Class Counsel has identified all required agreements related to the Settlement and that, because the Settlement provides an equal pro rata distribution of the Settlement Funds, the Settlement treats all Class Members equitably relative to each other. For these reasons the Court grants final approval of the Settlement. The Parties shall effectuate the Agreement according to its terms. The Agreement and every term and provision thereof shall be deemed incorporated herein as though explicitly set forth and shall have the full force of an Order of this Court.

10. Upon the Effective Date, Named Plaintiff and the Settlement Class Members shall have, by operation of this Final Approval Order, fully, finally, and forever released, relinquished, and discharged all Released Claims that are contemplated under the Agreement, pursuant to Section 17 of the Agreement.

11. All members of the Settlement Class who have not validly excluded themselves from the Settlement are hereby enjoined, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the

Anti-Injunction Act, 28 U.S.C. § 2283, and as described in Paragraph 17 of the Agreement, from prosecuting any claims released under the Settlement.

12. This Final Approval Order, the Agreement, the Settlement which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as or used as an admission by or against Citizens for Rauner, Inc. and/or Bruce Rauner of any fault, wrongdoing, or liability on either of their part, or of the validity of any claim in the Action or of the existence or amount of damages.

13. The claims of the Plaintiff Class Representative and all members of the Settlement Class in this Action are hereby dismissed in their entirety with prejudice. Except as otherwise provided in this Order and/or in this Court's Order Awarding Attorneys' Fees and Expenses in this Action, entered in response to Class Counsel's motion therefor brought in connection with the Settlement, the parties shall bear their own costs and attorneys' fees. The Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Agreement, including any releases in connection therewith and any other matters related or ancillary to the foregoing.

14. Having reviewed the unopposed Motion for Approval of Attorneys' Fees, Expenses, and Incentive Award, the Court approves payment of attorneys' fees to Class Counsel in the amount of \$ _____, plus reimbursement of costs and expenses in the amount of \$ _____. Both of these amounts shall be paid from the Settlement Fund in accordance with the terms of the Agreement. The Court, having considered the materials submitted by Class Counsel in support of their Motion for Final Approval and Motion for Attorneys' Fees, and the fact that no objections have been made with respect to the attorneys' fees, costs and expenses sought by Class Counsel, finds the award of attorneys' fees, costs and expenses appropriate and

reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that any negotiation concerning attorneys' fees only followed agreement on the settlement benefit for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award up to the amount sought.

15. The Court approves an incentive award of \$_____ for the Plaintiff Class Representative, Peter Garvey, and specifically finds such amount to be reasonable in light of the services performed by the Class Representative for the Settlement Class, including taking on the risks of litigation and helping achieve the benefits being made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Agreement.

16. The Court finds that the Class Action Fairness Act notice to the appropriate state and federal officials was provided pursuant to 28 U.S.C. § 1715 on _____, which was within ten days of filing of the Preliminary Approval Motion.

17. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order, and it is a final and appealable order.

18. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Agreement and its implementing documents (including all exhibits to the Agreement) so long as they are consistent

in all material respects with the Final Approval Order and do not limit the rights of the Settlement Class Members.

19. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Agreement and this Final Approval Order, and for any other necessary purpose.

IT IS SO ORDERED.

Dated: _____

Honorable Jorge L. Alonso
United States District Court Judge

EXHIBIT B

medical devices, pharmaceuticals, civil rights, and insurance coverage, in state and federal courts throughout the country.

5. I received my B.S. in Economics from the University of Iowa in 1990, and my J.D. from American University in 1994. I was admitted to practice by The Florida Bar in 1994, and the Illinois Supreme Court in 1995. I am also admitted to practice before the U.S. Circuit Courts of Appeal for the 6th and 7th Circuits, respectively. I am additionally admitted to practice generally before eight U.S. District Courts, including the trial bar for the U.S. District Court for the Northern District of Illinois. I have further been admitted to practice *pro hac vice* before an additional eleven U.S. District Courts. I also presently serve on the Plaintiff's Steering Committee in MDL No. 2875, *In Re: Valsartan Products Liability Litigation*, pending in the District of New Jersey.

6. From the outset of this litigation, I anticipated spending hundreds, if not thousands, of hours litigating the claims in this action with no guarantee of success. I understood that prosecution of this action would require that other work be foregone, that there was substantial uncertainty surrounding the applicable legal and factual issues, and that there would be significant opposition from the high profile Defendants.

7. Throughout this litigation Defendants and their counsel mounted a vigorous opposition and consistently asserted that a class would be uncertifiable.

8. I have devoted substantial time and resources to investigating, litigating, and resolving this action for the benefit of the Settlement Class. This includes significant time communicating with Plaintiff, investigating facts, researching the law, preparing a well-pleaded complaint and amended complaint, engaging in discovery, working with a consulting expert witness, briefing multiple potentially dispositive motions, reviewing documents, negotiating the

Settlement Agreement and preparing the Settlement-related documents and filings, and supervising the Settlement claims administration process.

9. I believe that my work on this action developed and prosecuted complex claims, and ultimately obtained an excellent recovery for the Settlement Class in the face of strong opposition by Defendants.

10. However, in so doing, I further believe that my law firm assumed a significant risk of non-payment in initiating and prosecuting this action, given the novelty of many of the legal issues involved, the complexity of the communications technology at issue, the strong and nuanced defenses that Defendants and their highly skilled counsel raised through the litigation and were prepared to further raise if this action proceeded.

11. As such, and to account for the substantial risk inherent in this type of complex consumer class action litigation, I would not have devoted my and my firm's professional resources for the benefit of the Settlement Class absent the prospect of obtaining a percentage of the fund created for the benefit of the Settlement Class.

12. Before representing any client on a contingent fee basis, my firm's practice (which was also followed in this case) is to always have a written contingent fee agreement in place with the client. My firm's client in this action, Class Representative Garvey, executed a contingent fee agreement and agreed *ex ante* that 40% of any settlement fund, plus reimbursement of all costs and expenses, would represent a fair award of attorney's fees from a fund recovered on behalf of himself and a class.

13. In my opinion, Class Representative Garvey's efforts and contributions to this litigation were material. He has at all times remained committed to the Settlement Class Members, and has willingly contributed his own time and expended efforts toward this litigation.

14. Class Representative Garvey has assisted with the investigation of this action, the filling of the complaint and amended complaint, monitored the action, reviewed the Settlement documents, and conferred regarding the terms of the Settlement. Class Representative Garvey has at all times made himself available to meet and confer.

15. In my opinion, had it not been for Class Representative Garvey's efforts in this action, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would not have been made available.

16. Class Representative Garvey has not received any payments in this action, was never promised any payments, and was not promised that he would receive an award of any kind in this action. Rather, the requested incentive award is solely intended to compensate Class Representative Garvey for his time, effort, and contributions to this action.

17. In my opinion, Class Representative Garvey is deserving of the requested incentive award.

18. The Settlement Administrator has reported to myself and Defendants' counsel that as of July 23, 2021, with more than two weeks remaining until the August 11, 2021 Claim Form Deadline and Opt-Out and Objection Deadline, the Settlement Administrator has received 5,950 claims from the Settlement Class of 38,216 individuals. This is a 15.57% response rate to date for this TCPA case.¹ The Settlement Administrator further reports that it has not received any opt outs or objections through the last reported date of July 23, 2021.

¹ However, the claims have not yet been evaluated for deficiencies or duplicates.

19. To date, my firm has incurred reasonable litigation costs to date in prosecuting this action in the amount of \$6,685.06.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 28, 2021 in Chicago, Illinois.

/s/ John Sawin
John Sawin