

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

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

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

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

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

**WHAT IS THE LAWSUIT ABOUT?**

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

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

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

**WHAT IS A CLASS ACTION?**

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

## **WHY IS THERE A SETTLEMENT?**

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

## **WHAT DOES THE SETTLEMENT PROVIDE?**

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

## **HOW MUCH WILL I BE PAID?**

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

## **YOUR OPTIONS**

Your choices are to:

1. **Do Nothing and Potentially Receive a Payment.** If you are a member of the Settlement Class whose number and address is within the records obtained in the case and you do nothing, and the Settlement is finally approved by the Court, you will be bound by all of the terms of the Settlement, including the releases of claims, and you will receive a payment from the Settlement Fund if any proceeds can be recovered from US Coachways’ insurance company.
2. **Exclude yourself.** You may “opt out” and exclude yourself from the Settlement. If you opt out, you will not be eligible to receive any payment, and you will not release any claims you may have – you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator

(address below) postmarked by **October 14, 2016** that includes your full name, address, telephone number or numbers, a statement that you wish to be excluded from the Settlement, and your personal signature.

- Object to the Settlement.** You may object to the Settlement by submitting a written objection in *Bull v. US Coachways, Inc.*, No. 1:14-cv-05789, to (1) the Clerk of Court, U.S. District Court, Northern District of Illinois, 219 South Dearborn Street Chicago, IL 60604 and (2) Class Counsel and (3) the Settlement Administrator, postmarked by **October 14, 2016**. Any objection to the Settlement must include your full name; address; telephone numbers that you maintain were called; all grounds for your objection, with factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel. Attendance at the hearing is not necessary; however, persons wishing to be heard orally (either personally or through counsel) in opposition to the approval of the Settlement are required to file a timely objection as set forth above.

### **WHEN WILL I BE PAID?**

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

### **WHO REPRESENTS THE SETTLEMENT CLASS?**

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

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

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

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

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

If the Court gives final approval to the Settlement, Members of the Settlement Class will be limited to recovering from any sums recovered against US Coachways insurer Illinois Union Insurance Company ("Illinois Union") in a subsequent action against Illinois Union or through a subsequent settlement with Illinois Union, in addition to from the \$50,000 contributed toward the Settlement by US Coachways. If you choose not to participate in this settlement and exclude yourself, and you file your own lawsuit for the violations alleged in this case you could recover up to \$1500 per call plus an order prohibiting future calls. However, the lawyers in this case would not represent you in such a case, and US Coachways would vigorously assert all available defenses, and you could lose and receive nothing. This settlement permits class members the opportunity to obtain a smaller amount of money, risk-free.

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

The Court will hold a Final Approval Hearing (the “Hearing”) at 9:30 a.m. on November 9, 2016. The hearing will be held at the United States District Court for the Northern District of Illinois. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will hear objections to the Settlement, if any. At the Hearing, the Court will also decide how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the Settlement. The Hearing may be continued at any time by the Court without further notice to you. If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and the case will continue. The parties may negotiate a different settlement or the case may go to trial.

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

**SETTLEMENT ADMINISTRATOR  
PO BOX 40007  
COLLEGE STATION, TX 77842-4007  
1-614-467-0402**

DATED: September 2, 2016