

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
LASALLE COUNTY, ILLINOIS**



Bryan v. O'Reilly Automotive, Inc., No. 2026CH000016

If you received two or more text messages from O'Reilly Automotive after your telephone number was assigned to you and when your telephone number was on the National Do-Not-Call Registry, a proposed class action settlement may affect your rights and entitle you to a cash payment.

*You are **not** being sued. This is **not** a solicitation from a lawyer.*

This Notice was authorized by the Circuit Court for LaSalle County, Illinois.

Please read this Notice carefully and completely.

- A Settlement has been reached with O'Reilly Automotive in a class action lawsuit. The lawsuit alleged that O'Reilly Automotive violated a federal law called the Telephone Consumer Protection Act ("TCPA") by sending text messages to phone numbers on the National Do-Not-Call Registry and without consent.
- The lawsuit is called *Bryan v. O'Reilly Automotive, Inc.*, Case No. 2026CH000016, and it is pending in the Circuit Court for LaSalle County, Illinois.
- O'Reilly Automotive denies it did anything wrong. The Settlement is a compromise to end the lawsuit—the Court has not determined who is right.
- O'Reilly Automotive's records show that you may be a Settlement Class Member.¹
- If you submit a valid claim on time, you will receive a cash payment of up to \$22.00 per person. This amount may be reduced on a *pro rata* basis.
- If you made an online or in-store purchase from O'Reilly Automotive in the 18 months preceding the text messages, your claim may be denied.
- Your legal rights are affected whether you act or do not act. **Read this Notice carefully.**

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

Your Legal Rights and Options		DEADLINE
Option 1: Submit a Claim	The only way to receive a cash payment from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit a Claim Form is online at www.OReillyRNDSettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	September 28, 2026
Option 2: Opt Out	You may choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against O'Reilly Automotive related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	October 6, 2026
Option 3: Object	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing.	October 6, 2026
Option 4: Do Nothing	Unless you opt out of the Settlement, you are automatically part of this Settlement. If you do nothing, you will not receive a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against O'Reilly Automotive related to the legal claims resolved by this Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit Approved Claim Forms.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give Final Approval to the Settlement, as described below. Judge Troy D. Holland in the Circuit Court of the Thirteenth Judicial Circuit, LaSalle County, Illinois, is overseeing this class action. The lawsuit is called *Bryan v. O'Reilly Automotive, Inc.*, Case No. 2026CH000016.

2. What is this Action about?

Plaintiff *Bryan* claims that O'Reilly Automotive violated the Federal Telephone Consumer Protection Act (TCPA) because (1) telephone numbers were registered on the National Do-Not-Call Registry for at least 30 days, and (2) received more than one text message from or on behalf of O'Reilly Automotive within any 12-month period (3) after the telephone number was reassigned to them (4) from April 15, 2021 to the date of preliminary approval (June 29, 2026).

O'Reilly Automotive denies these allegations.

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

In a class action, one or more people called "class representatives" or the "Plaintiff" (in this case, Sherry Bryan) sue on behalf of a group of people who may have similar claims. The people together are a "class" or "class members." The company that they sue (in this case, O'Reilly Automotive) is called the "Defendant." In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Illinois Rule of Civil Procedure 735 ILCS 5/2-801, which governs class actions in Illinois state courts.

5. Why is there a Settlement?

The Court has not found in favor of Plaintiff or O'Reilly Automotive. Instead, the parties have agreed to avoid the uncertainties and costs of litigation, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the Settlement Class and included in the Settlement?

The Settlement includes all persons throughout the United States (1) whose telephone numbers were registered on the National Do-Not-Call Registry for at least 30 days, and (2) who received more than one text messages from or on behalf of O'Reilly Automotive within any 12-month period (3) after the telephone number was reassigned to them.

You may be part of the Settlement Class if you got text messages from O'Reilly Automotive and:

- Your phone number appeared in calling records obtained for this case, in which case you may have received a postcard or email from the Settlement Administrator.
- Even if you did not get a postcard or email, you may still be part of the Settlement Class if your phone number appears in the calling records obtained for this case. If you would like to check, please call the Settlement Administrator at (833) 930-0257 and provide your name and phone number.
- If you made an online or in-store purchase from O'Reilly Automotive in the 18 months preceding the text messages, your claim may be denied.

7. What if I'm still not sure if I am included?

If you are still not sure whether you are included, you can call the Settlement Administrator at (833) 930-0257.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

O'Reilly Automotive has agreed to pay Settlement Payments with estimated value of \$22.00 per person for Approved Claims. This value may be reduced *pro rata* so that (i) any service award, (ii) costs of settlement administration, (iii) any attorney fees and costs, and (iv) the cash payments for all timely and valid claims by Settlement Class Members do not exceed the Aggregate Cap of \$18,842,577.

Only one claim per Settlement Class Member per telephone number will be validated and deemed an Approved Claim.

There may be tax consequences associated with this recovery.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.OReillyRNDSettlement.com or send it by U.S. Mail to the address below. The deadline to file a claim online is **11:59 p.m. PST on September 28, 2026**.

Claim Forms submitted by mail must be postmarked on or before **September 28, 2026**, to:

Bryan v. O'Reilly Automotive, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (see "Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

OPTING OUT FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue O'Reilly Automotive on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called a Request for Exclusion and is sometimes also called "opting out."

11. How do I get out of the Settlement?

To opt out from the Settlement, you must send a timely letter by mail to:

Bryan v. O'Reilly Automotive, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

To be valid, your Request for Exclusion must have the following information:

- (1) The name of the Action: *Bryan v. O'Reilly Automotive, Inc.*, Case No. 2026CH000016, pending in the Circuit Court for LaSalle County, Illinois;
- (2) Your full name and current address;
- (3) Your personal signature; and
- (4) The words "Request for Exclusion" or a comparable statement that you do not want to participate in the Settlement.

Your Request for Exclusion must be postmarked no later than **October 6, 2026**. You cannot ask to opt out on the phone, by email, or on the Settlement Website. Opt outs must be made individually and cannot be made on behalf of other members of the Settlement Class.

12. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up the right to sue O'Reilly Automotive or any of the Released Parties for the claims that the Settlement resolves. You must opt out from this Settlement to pursue your own lawsuit.

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

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against O'Reilly Automotive or any of the Released Parties about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you opt out, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.OReillyRNDSettlement.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

14. If I exclude myself, can I still get a cash payment?

No. You will not get a payment from this Settlement if you opt out from the Settlement.

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Anthony I. Paronich of Paronich Law, P.C. and Strauss Borrelli, PLLC, to represent you and the other Settlement Class Members. They are called "Class Counsel." They are experienced in handling similar class action cases.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay Class Counsel, or anyone else, to participate. Instead, Class Counsel intends to request an award of up to \$6,280,859 for attorney fees, costs, and/or expenses. The fees and expenses awarded by the Court will be paid by Defendant. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class (and do not opt out from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- (i) The name of the Action: *Bryan v. O'Reilly Automotive, Inc.*, Case No. 2026CH000016, pending in the Circuit Court for LaSalle County, Illinois;
- (ii) Your full name and current mailing address;
- (iii) A statement that states with specificity the grounds for the objection, as well as any document(s) supporting the objection;
- (iv) The identity of any attorney(s) representing you;
- (v) If you or your lawyer have objected in any other cases in the past five years, a list of the names, courts, the orders ruling on your objections, and the caption for each of those cases;
- (vi) A statement explaining whether you (or your attorney) plan to appear at the Final Approval Hearing;
- (vii) Information identifying yourself as a Settlement Class Member, including proof that you are within the Settlement Class; and
- (viii) Your signature and your attorney's signature (if you have one).

To submit your objection, you must file the objection with the Court no later than the Objection Deadline which is **October 6, 2026**.

You must also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked no later than the Objection Deadline which is **October 6, 2026**.

19. What is the difference between objecting and asking to opt out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt out. Opting out tells the Court that you do not want to be part of the Settlement. If you opt out, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys' fees and expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing on **November 5, 2026, at 9:00 a.m. CT**, via **Zoom**. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check www.OReillyRNDSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorney fees, expenses, and a service award for the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected, and you so choose. However, you cannot speak at the hearing if you opt out from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, meaning you do not file a timely claim, you will not get benefits from the Settlement. Further, unless you opt out, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

24. Where do I get more information?

For more information, call the Settlement Administrator at (833) 930-0257, or write to the Settlement Administrator, *Bryan v. O'Reilly Automotive, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.OReillyRNDSettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.