

**If You received a fax advertisement from LKQ Corporation or The Coast Distribution System, Inc. (“LKQ”) you could be entitled to a Payment from a Class-Action Settlement.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a putative class-action lawsuit about whether LKQ sent faxes without first receiving express permission to do so and whether those faxes contained required disclosures. LKQ/The Coast Distribution System, Inc. is referred to as the “Defendant.”
- Those included in the Settlement will be eligible to receive an equal payment from the net remaining Settlement Fund (\$3,266,500) after subtracting administrative costs, the incentive award, and any attorneys’ fees approved by the Court.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	This is the only way to receive a payment. By doing nothing you are included in the settlement and will receive your share of the Settlement Fund after administrative costs, the incentive award, and any attorneys’ fees are paid.
<b>EXCLUDE YOURSELF</b>	You will not receive any benefits, but you will retain any rights you may currently have to sue the Defendant about faxes sent to you.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

**BASIC INFORMATION**

**1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class-action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Matthew Kennelly of the U.S. District Court for the Northern District of Illinois is overseeing this case. The case is known as *Wendell H. Stone Company, Inc. v. LKQ Corporation*, 1:16-cv-07648. The person who sued is called the Plaintiff/Class Representative. The Defendant is LKQ. The Plaintiff and Defendant are referred to in this notice as the Parties.

**2. What is a Class Action?**

In a class action, one or more named plaintiffs, called Class Representatives, sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who request to be excluded from the Class.

**3. What is this Lawsuit about?**

This lawsuit alleges that The Coast Distribution System, Inc., later purchased by LKQ, sent fax advertisements in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The Class Representative claims that LKQ sent the faxes without prior express permission and that the faxes did not contain required opt-out notices. LKQ denies that it violated any laws and asserts several defenses, including that the Class hasn’t suffered harm, that members of the Class do not have standing, that it had business relationships with Class Members, that it had express permission from some Class Members, that it could seek a waiver of liability from the Federal Communications Commission, and other defenses.

**4. Why is there a Settlement?**

The Court has not decided who is right or whether the Plaintiff or the Defendant would win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than years from now if at all.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

You are in the Settlement Class if you were sent at least one fax advertisement from LKQ from July 28, 2012 to the date notice was sent to the Class, February 15, 2017. If you received a postcard notice, the Parties believe you are a member of the Settlement Class.

For the full definition of the Settlement Class, please see the Settlement Agreement, which is available at [www.stonetcpasettlement.com](http://www.stonetcpasettlement.com).

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Defendant has agreed to pay a collective Settlement Fund of and not to exceed \$3,266,500. The cost to send notice to the Class and administer the Settlement, as well as attorneys' fees and a payment to the Class Representative, will come out of this amount (*see* Question 13). The amount remaining after deducting these costs will be used to pay by check even amounts to Class Members who do not request to be excluded.

### 7. How much will my payment be?

If you are a member of the Class and the Court gives final approval to the Settlement, you may be entitled to receive an equal share of the Settlement Fund. The exact amount of your payment will depend on the number of people who request to be excluded, the costs of notice and settlement administration, any incentive award to the Class Representative, and any award of reasonable attorneys' fees. The Class is estimated to include approximately 6,533 fax recipients. Your claim could be equal to several hundred dollars, depending on the costs of the Settlement, the incentive award, and attorneys' fees.

You are eligible for a single payment, regardless of how many faxes were received by your fax machine or the number of fax machines to which faxes were sent.

### 8. When will I get my payment?

You should receive a check from the settlement administrator within 60 days after the Settlement has been finally approved and any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement is scheduled for **May 2, 2017, at 9:30 a.m.** All checks will expire and become void 90 days after they are issued.

## HOW TO GET BENEFITS

### 9. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you need not do anything except keep your address up to date with the Settlement Administrator. You will be sent a check representing your share of the settlement amounts.

## REMAINING IN THE SETTLEMENT

### 10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue LKQ for the claims being resolved by this Settlement. The specific claims you are giving up against LKQ are described in Section 1.31 of the Settlement Agreement. You will be "releasing" the Defendant and all related people as described in Section 1.32 of the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are "releasing" the claims and will receive a payment. The Settlement Agreement is available at [www.stonetcpasettlement.com](http://www.stonetcpasettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel listed in Questions 12 and 17 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### 11. What happens if I do nothing at all?

If you do nothing you still get paid from this Settlement. But, unless you exclude yourself, you won't be able to sue the Defendant for the claims being resolved by this Settlement in a separate lawsuit.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

The Court has appointed Steven Woodrow and Patrick Peluso of Woodrow & Peluso, LLC and Stefan Coleman of the Law Office of Stefan Coleman to be the lead attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. Class Counsel will be compensated from the Settlement Fund in this case and you will not incur any out-of-pocket expense for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance through an attorney if you so desire.

### 13. How will the lawyers be paid?

Subject to Court approval, Defendant has agreed it will not object to Class Counsel petitioning the Court to award it up to one-third of the Settlement Fund for attorneys' fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel is not required to seek this amount and may seek less than this amount. The Court may approve an award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel for attorneys' fees and expenses will be paid out of the Settlement Fund. Class Counsel's Motion for Reasonable Attorneys' Fees will be posted on the Settlement Website.

Subject to approval by the Court, Defendant has agreed to pay \$7,500 to the Class Representative from the Settlement Fund for its services in helping to litigate and settle this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded from *Stone & Co. v. LKQ Corporation* 1:16-cv-07648. Your letter or request for exclusion must also include your name, your address, the fax number that received the relevant faxes, and your signature. You must mail your exclusion request so that it is postmarked no later than **April 11, 2017**, to:

Settlement Administrator  
*Stone & Co. v. LKQ Corporation*  
1:16-cv-07648  
P.O. 43434  
Providence, RI 02940-3434

The Court will exclude from the Class any Class Member who timely and properly requests exclusion.

### 15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue LKQ for the claims being resolved by this Settlement.

### 16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive payment of any settlement amount. If you don't exclude yourself, you will receive payment.

## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you are a valid Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To have the Court consider your objection, you must file and serve a notice of intent to object, together with copies of all papers you propose to submit at the Final Approval Hearing, with the Clerk of the Court. Any objection made by a Settlement Class Member represented by counsel must be filed through the Court's CM/ECF system. You must also send copies of all papers you file with the Court by mail, hand, or overnight delivery service to Class Counsel and LKQ's counsel (at the addresses below). Your notice of intent to object must: (1) include your name and address, (2) set forth all arguments, citations, and evidence supporting the objection (including copies of any documents relied on), (3) state that you are a Class Member, (4) provide the fax number that received the fax(es), and (5) include a statement indicating whether you intend to appear at the Final Approval Hearing and, if so,

whether the appearance will be with or without counsel. Your notice of intent to object and all papers you propose to submit at the Final Approval Hearing must be filed with the Court and served on counsel by **April 11, 2017**.

Notices of intent to object that are filed late or fail to conform to these requirements will not be considered.

Class Counsel will file with the Court and post on this website its request for attorneys' fees and expenses to be awarded two weeks prior to the objection deadline.

<b>Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
The Honorable Matthew Kennelly c/o Clerk of the Court US Courthouse 219 South Dearborn St. Chicago, IL 60604	Steven Woodrow Woodrow & Peluso, LLC 3900 East Mexico Ave., Ste. 300 Denver, CO 80210 P: (720) 213-0675 F: (303) 927-0809	George Dougherty Matthew A. Bills Shook, Hardy & Bacon L.L.P. 111 South Wacker Dr. Chicago, IL 60606

#### **18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Fairness Hearing at **9:30 a.m. on May 2, 2017**, in Courtroom 2103 of the US Courthouse, 219 South Dearborn St., Chicago, IL 60604. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and expenses of up to one-third of the Settlement Fund (again, LKQ has agreed not to object to this amount, see Question 13); and to consider the request for an incentive award to Class Representative in the amount of \$7,500. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.stonetcpasettlement.com](http://www.stonetcpasettlement.com). If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

#### **21. May I speak at the hearing?**

This is up to the Judge. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Stone & Co. v. LKQ Corporation*, 1:16-cv-07648." It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **April 11, 2017**, and be sent to the addresses listed in Question 17. You must also state in your objection that you plan on appearing at the hearing.

### **GETTING MORE INFORMATION**

#### **22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the full Settlement Agreement. You can get a copy of the Settlement Agreement at [www.stonetcpasettlement.com](http://www.stonetcpasettlement.com). You may also write with questions to: Settlement Administrator *Stone & Co. v. LKQ Corporation*, 1:16-cv-07648, P.O. 43434, Providence, RI 02940-3434. You can call Class Counsel at 1-720-213-0675, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.