

**If prerecorded telephone calls were directed to your cell phone,
you could get a payment from a class action settlement.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Normandin's d/b/a Normandin's Chrysler Jeep Dodge Ram and OneCommand, Inc. ("Defendants") have agreed to provide Settlement Class Members who submit valid and timely claims with one of two options: (1) a Certificate with a \$90 value redeemable for a one-time use at Normandin's; or (2) Cash in the amount of \$40.
- The Settlement resolves a lawsuit over whether Normandin's and OneCommand violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), by making automated calls with a prerecorded voice to customers after October 16, 2013 without proper consent.
- Court-appointed lawyers will ask the Court for \$150,000 to reimburse them for out-of-pocket costs and for fees incurred.
- The parties disagree about whether Plaintiffs and the class could have won at trial.
- Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM	You may choose to submit a claim by February 13, 2018 for either: (1) a \$90 Certificate redeemable for the one-time purchase of goods and/or services at Normandin's, located at 900 Capitol Expressway Auto Mall, San Jose, California, 95136; or (2) \$40 Cash. You cannot do both. You must choose either the Certificate or Cash.
EXCLUDE YOURSELF	Exclude yourself from the Settlement by February 13, 2018 and get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement no later than February 13, 2018 . If you object to the Settlement, you are part of the Settlement Class.
ATTEND THE FAIRNESS HEARING	Attend the fairness hearing on March 29, 2018 and ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Brinker, et al. v. Normandin's, et al.*, Case No. 14-cv-03007-EJD (N.D. CA). Because your rights will be affected by this Settlement it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I got a postcard about this Settlement?

You may have received a postcard because Defendants' records indicate that the Defendants made one or more calls to your cellular telephone number on or after **October 16, 2013**.

3. What is this lawsuit about?

In a class action, one or more people called "Class Representatives" sue on behalf of people who have similar claims. All these people are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the class.

Here, the Class Representatives claim that Defendants violated the TCPA by making prerecorded telemarketing calls to Class Members. The Class Representatives claim that Defendants did not have Class Members' permission to make these calls.

QUESTIONS? CALL 1-866-652-8142 TOLL FREE OR VISIT WWW.BRINKERTCPASETLEMENT.COM

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they could have won \$500 per illegal call, if not \$1,500 per willful illegal call, if they won at trial. Defendants think Plaintiffs would not have won anything from a trial. But there was no trial. Instead, the parties agreed to a Settlement. That way, they avoid the cost of a trial, and those affected will receive a Settlement Benefit. The Class Representatives and the attorneys think the Settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know if I am a part of the Settlement?

You are in the Settlement Class if you received a prerecorded message on one of the 8,313 telephone numbers OneCommand, Inc. called on behalf of Normandin's on or after **October 16, 2013**.

The Settlement Class does not include any person who excludes him or herself from the Settlement by following the procedures described under Question 10. The Settlement Class also does not include persons who were called on Normandin's behalf prior to October 16, 2013. A person who does not exclude him or herself is a "Settlement Class Member."

If you have questions about whether you are part of the Settlement Class, you may call 1-866-652-8142 or visit www.BrinkerTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

Defendants have agreed to provide either **(1)** a \$90 Certificate redeemable for the one-time purchase of goods and/or services at Normandin's, located at 900 Capitol Expressway Auto Mall, San Jose, California, 95136 to each person who submits a valid and timely claim and received a call on one of the 8,313 cellular telephone numbers that its vendor provided during this litigation; or **(2)** Cash in the amount of \$40 to each person who submits a valid timely claim and received a call on one of the 8,313 cellular telephone numbers that its vendor provided during this litigation. A Settlement Class Member must choose between submitting a claim for a Certificate or for Cash.

7. How do I submit a claim?

All members of the Settlement Class whose U.S. Mailing addresses could be determined were sent a postcard summarizing this Notice and a Claim Form. Class Members may submit the Claim Form that was attached to the postcard by mailing it to the Settlement Administrator or they may submit a claim online at www.BrinkerTCPASettlement.com.

8. How do I redeem my Certificate?

If you submit a valid claim to receive a \$90 Certificate, you may redeem your Certificate at Normandin's, located at 900 Capitol Expressway Auto Mall, San Jose, California, 95136. The \$90 Certificate is redeemable for goods, products and/or services during a single purchase at Normandin's.

9. What am I giving up if I stay in the Class or receive a payment?

The TCPA permits consumers to recover actual damages or \$500 in statutory damages for each call that is placed in violation of the TCPA. If the consumer proves that illegal calls were placed "willfully," the consumer can recover up to \$1,500 in statutory damages per call.

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means that you cannot sue, continue to sue or be part of any other lawsuit against Defendants on the claims that are subject to the Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available at www.BrinkerTCPASettlement.com) specifically describes the claims you are releasing (the "Released Claims" or "Releases") in detail, so read it carefully. To summarize, the Releases include all claims that arise out of Defendants' use of an "artificial or prerecorded voice" to make telephone calls to cellular telephones.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

10. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the *Brinker v. Normandin's* Settlement. You must mail your exclusion request postmarked no later than **February 13, 2018** to the following address:

Normandin's Settlement
P.O. Box 404017
Louisville, KY 40233-4017

If you ask to be excluded, you will not receive any payment and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

11. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you already have a lawsuit that may relate to the claims being released as part of this class Settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **February 13, 2018**.

12. If I exclude myself can I get anything from this Settlement?

No. If you exclude yourself, do not submit a claim to ask for payment.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the lawyers at Terrell Marshall Law Group PLLC to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers get paid?

Class Counsel will ask the Court to approve payment of up to \$150,000 to them for the attorneys' fees and out-of-pocket costs on **January 12, 2018**. These payments would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will request a service award for each of the Class Representatives to compensate them for their time and effort (\$10,000 for Alan Brinker, and \$1,000 each to Austin Rugg & Ana Sanders).

OBJECTING TO THE SETTLEMENT

You may tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you may object to the Settlement if you do not like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection with the Court saying that you object to the *Brinker, et al. v. Normandin's, et al.* Settlement. The objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class; and (b) include a statement of your specific objections, as well as any documents you would like the Court to consider. You must file the objection no later than by **February 13, 2018** with the Court:

Brinker, et al. v. Normandin's, et al., Case No. 14-cv-03007-EJD
U.S. District Court for the Northern District of California

Brinker, et al. v. Normandin's, et al., Case No. 14-cv-03007-EJD
Clerk of the Court
Robert F. Peckham Federal Building & United States Courthouse
280 South 1st Street, Room 2112
San Jose, CA 95113

16. What is the difference between objecting and excluding myself?

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

THE COURT'S FAIRNESS HEARING

17. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak if you file with the Court and serve on all Parties a Notice of Intention to Appear. But you are not required to attend.

The Court will hold a Fairness Hearing at 10:00am on March 29, 2018, at the U.S. District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Court House, located at 280 South First Street, Room 2112, Courtroom 4 – 5th Floor, San Jose, CA 95113. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The assigned judge, Judge Edward Davila, will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections set forth above. The Court may also decide how much to pay to Class Counsel and whether to pay service awards to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to go to the hearing?

No. Class Counsel will answer questions Judge Davila may have. You are welcome to come at your own expense, if you file with the Court and serve on all Parties a Notice of Intention to Appear. If you file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues released in this case.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This notice summarizes the Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the website at www.BrinkerTCPASettlement.com. You may also get a copy of the Settlement Agreement by writing to Normandin's Settlement, P.O. Box 404017, Louisville, KY 40233-4017.

You can call at 1-866-652-8142 or visit the website at www.BrinkerTCPASettlement.com, where you will find answers to common questions about the Settlement, instructions for submitting a claim, and other information to help you determine whether you are a member of the Settlement Class. You may also write to Class Counsel at Terrell Marshall Law Group PLLC, 936 N. 34th Street, Suite 300, Seattle, Washington 98103.