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11/5/2026
RM
Greg Vaccaro
13th Judicial Circuit
La Salle County, IL

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL DISTRICT
LASALLE COUNTY, ILLINOIS
CHANCERY DIVISION

SHERRY BRYAN, on behalf of herself and all others similarly situated, Plaintiff, v. **O'REILLY AUTOMOTIVE, INC.,** Defendant.	Case No. 2026CH000016 Honorable Judge Troy D. Holland

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"), requesting that the Court enter an Order Granting Final Approval ("Final Order") of the class action settlement (the "Settlement") between Plaintiff Sherry Bryan ("Plaintiff") and O'Reilly Automotive, Inc., ("Defendant") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement, the Motion and memorandum in support, and having conducted a Final Approval Hearing, the Court, pursuant to 735 ILCS 5/2-801-07, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under 735 ILCS 5/2-801-07 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement

should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS SO ORDERED that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Final Order with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

3. Previously, the Court entered an Order Granting Preliminary Approval of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiff as the Class Representative; (d) preliminarily appointed Anthony Paronich of Paronich Law, P.C. and Strauss Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Kroll Settlement Administration, LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

4. In the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801-07, the Court preliminary certified the Settlement Class which is defined as follows:

> All persons (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 Defendant 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.

Excluded from the Settlement Class are (i) all Settlement Class Members who made a purchase from Defendant within the eighteen months, or who inquired into making a purchase from Defendant within the three months, immediately preceding the date the Settlement Class Member received the text message(s) from Defendant after their telephone number was registered on the Do Not Call Registry; (ii) Defendant (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iv) any judges assigned to this case and their staff and family.

5. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801-07.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and

Service Award have been provided to Settlement Class Members as directed by this Court's Orders.

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5/2-801-07 and meets the requirements of the Due Process Clauses of the United States Constitution and the Illinois Constitution.

10. The deadlines for Settlement Class Members to object to or opt-out from the Settlement have passed.

11. Zero objections were filed by Settlement Class Members.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. As of the final date of the Opt-Out Period, zero potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

16. The Court finally appoints Plaintiff as Class Representative.

17. The Court finally appoints Anthony Paronich of Paronich Law, P.C. and Strauss Borrelli PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release all Released Claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

19. Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement.

20. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Parties with respect to the Released Claims.

21. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and

each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

23. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorney fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

24. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

25. As of the Effective Date, the Released Parties are deemed, by operation of the entry of this Final Order, to have fully released and forever discharged Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Parties may have against Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out

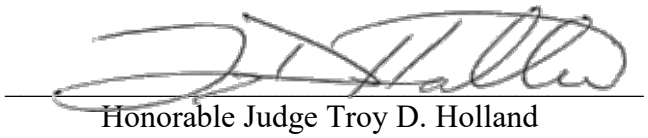
of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

26. As of the Effective Date, the Released Parties are deemed, by operation of entry of the Final Order, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

27. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order resolves all claims against all parties in the Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and enter judgment in this matter.

IT IS SO ORDERED on 11/5/2026



Honorable Judge Troy D. Holland