

## OFFICIAL COURT-APPROVED LEGAL NOTICE

### *Olsen, et al. v. ContextLogic Inc.*

Circuit Court of Cook County, Illinois, Case No. 2019CH06737

**If you received at least one text message after April 6, 2014 related to ContextLogic Inc. or Wish.com, you could receive a cash payment from a class action lawsuit.**

A Court authorized this notice.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT THE CLAIM FORM BY FEBRUARY 25, 2020</b>	The <b>only</b> way to receive a payment. By participating in the Settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>EXCLUDE YOURSELF BY DECEMBER 9, 2019</b>	You will receive no payment, but you will retain any rights you currently have to sue ContextLogic about the issues in this case. Your request to exclude yourself must be postmarked by December 9, 2019.
<b>OBJECT BY DECEMBER 9, 2019</b>	Write to the Court and explain why you do not like the Settlement. Your objection must be postmarked by December 9, 2019.
<b>ATTEND A HEARING ON JANUARY 7, 2020</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You <b>will not</b> get a share of the Settlement benefits and will give up your rights to sue ContextLogic about the issues in this case.

- A proposed Settlement has been reached in a class action lawsuit called *Olsen, et al. v. ContextLogic Inc.* The lawsuit alleges that text messages sent by ContextLogic violated the Telephone Consumer Protection Act. ContextLogic maintains that it did not send unauthorized text messages, the lawsuit is without merit and ContextLogic was prepared to vigorously defend all aspects of it.
- The Settlement Class includes all persons within the United States who, after April 6, 2014, used or subscribed to a wireless or cellular service and were sent one or more text message(s) from ContextLogic Inc. or text messages related to a ContextLogic Inc. e-commerce marketplace promoting the sale of goods or services by ContextLogic Inc. or an affiliate, subsidiary, or agent of ContextLogic Inc., except for persons who consented to receive marketing text messages after April 26, 2018 and then received their first marketing text message from ContextLogic after that date.
- If the Court approves the Settlement, you may be eligible to receive a payment by submitting a Claim Form. Your payment amount will depend on how many Settlement Class Members submit valid Claim Forms. The Settlement Fund will be divided and distributed equally—sometimes referred to as “pro rata”—to all Settlement Class Members who submit a valid Claim Form after attorneys’ fees, costs and expenses, any award for the Representative Plaintiffs, and notice and administration costs have been deducted.

**Please read this notice carefully.** Your legal rights are affected whether you act or don’t act. 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. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is this notice?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com), by contacting the Settlement Administrator at 1-855-445-9441, contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, [fhedin@hedinhall.com](mailto:fhedin@hedinhall.com), or by accessing the Court docket in this case in person at the Clerk's office at the following address: Daley Center, 50 W. Washington St., Chicago, IL 60602.

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

### 2. What is a class action lawsuit?

In a class action, one or more "Representative Plaintiffs" sue on behalf of a group of people who have similar claims. In this case and under this Settlement, these people are together called a "Settlement Class" or "Settlement Class Members." In a class action, the court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes only.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The lawsuit alleges that the Defendant, ContextLogic, sent text messages to consumers related to a ContextLogic Inc. e-commerce marketplace including Wish.com. The lawsuit alleges that the Defendant violated the Telephone Consumer Protection Act because these text messages were made using an automatic telephone dialing system without consumers' prior express consent. Under the Telephone Consumer Protection Act ("TCPA"), a person is entitled to receive \$500.00 for a text message that was sent using an automated telephone dialing system without the person's prior express consent. If the person proves the calls were placed willfully in violation of the TCPA, the person is entitled to triple the amount awarded up to \$1,500.00.

ContextLogic denies the allegations and maintains that it has strong, meritorious defenses to the claims. The Settlement is not an admission of, and does not establish any, wrongdoing by ContextLogic.

More information about the complaint in the lawsuit and the Defendant's answer can be found in the "Court Documents" section of the Settlement website at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Representative Plaintiffs or Defendant should win this case. Instead, both sides agreed to a Settlement. The Representative Plaintiffs and their attorneys ("Class Counsel") believe that the Settlement is in the best interests of the Settlement Class Members.

## WHO'S INCLUDED IN THE SETTLEMENT?

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

The Court decided that this Settlement includes a Class of all persons within the United States who, between April 6, 2014 and September 24, 2019, used or subscribed to a wireless or cellular service and were sent one or more text message(s) from ContextLogic Inc. or text messages related to a ContextLogic Inc. e-commerce marketplace promoting the sale of goods or services by ContextLogic Inc. or an affiliate, subsidiary, or agent of ContextLogic Inc.

The following are excluded from the Settlement Class: (1) any trial judge and other judicial officers that may preside over this case; (2) the Mediator; (3) ContextLogic, as well as any parent, subsidiary, affiliate or control person of ContextLogic, and the officers, directors, agents, servants or employees of ContextLogic; (4) any of the Released Parties; (5) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; (6) any person or entity who has previously given a valid release of the claims asserted in the Action; (7) Plaintiffs' Counsel; and (8) any person for whom ContextLogic has a record demonstrating that the person elected on or after April 26, 2018 to receive automated advertising or marketing text messages from ContextLogic Inc. and that the first of any such message(s) sent by ContextLogic Inc. to such person occurred after such election was made.

Everyone who fits this description, who is not excluded as per the above, is a member of the Settlement Class.

If you received a postcard or an e-mail about this class action, your phone number may be one of the numbers that received a text message.

#### **6. What were the allegedly unsolicited text messages about?**

The text messages covered by this Settlement were allegedly sent by or on behalf of ContextLogic Inc. or text messages related to a ContextLogic Inc. e-commerce marketplace in an attempt to promote its e-commerce marketplaces, including Wish.com.

### **THE SETTLEMENT BENEFITS**

#### **7. What does the Settlement provide?**

As part of the Settlement, the Defendant has agreed to create a Settlement Fund of Sixteen Million Dollars (\$16,000,000.00). The Settlement Fund will be used to pay all valid claims, costs of administering the Settlement, attorneys' fees and costs, and any incentive payments to the Representative Plaintiffs. Additionally, all Settlement Class Members who choose to receive their settlement payments in Wish Cash deposited into their Wish.com accounts (instead of by checks sent to their postal addresses) will also receive a one-time discount code for 50% off of the first \$20.00 of any single purchase of goods on Wish.com. The Defendant has also agreed to implement certain practices related to text message marketing.

Under the Settlement Agreement, Settlement Class Members must request a payment by submitting a valid Claim Form (including by providing all of the information requested in the Claim Form) either by mail or online by the deadline to file claims. Further details are below.

### **HOW TO GET BENEFITS**

#### **8. How do I make a claim?**

The Settlement creates a claims process. You can get the Claim Form on this website, [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com), by clicking [here](#) or by calling 1-855-445-9441 to request that a Claim Form be mailed to you. The Claim Form may be submitted online [here](#) or by U.S. Mail sent to *Olsen v. ContextLogic* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43497, Providence, RI 02940-3497. If you submit a valid Claim Form and your claim is approved, you will receive a payment from the Settlement. Only one claim may be submitted per person, and each person may receive only one payment.

The Claim Form requires you to provide your name, address, e-mail address, and the telephone number at which you received the text(s). You must sign the Claim Form to certify that you are a member of the Settlement Class and provide the telephone number at which you received one or more unsolicited text(s) sent by or on behalf of ContextLogic.

*All Claim Forms must be properly completed and submitted online (or postmarked if mailed) by February 25, 2020.*

#### **9. How much will payment be?**

Your share of the Settlement will depend on the number of Claim Forms that Class Members submit and other factors. Class Counsel estimate you will receive between approximately \$45.00 and \$50.00, but this is only an estimate. Your actual payment amount will depend on how many Settlement Class Members submit valid Claim Forms. The Settlement

Fund will be divided and distributed equally—sometimes referred to as “pro rata”—to all Settlement Class Members who submit a valid Claim Form after attorneys’ fees, costs and expenses, any award for the Representative Plaintiffs, and notice and administration costs have been deducted from the Settlement Fund.

You may choose to receive your settlement payment in U.S. dollars by paper check sent to your postal address, or in “Wish Cash” directly deposited into your Wish.com account. If you have signed up for one of Wish.com’s other e-commerce marketplaces (Geek, Home, Mama, or Cute), you may choose to receive your settlement payment in the corresponding in-app currency – “Geek Cash,” “Home Cash,” “Mama Cash” or “Cute Cash” – which will be directly deposited into your account at that marketplace. Your settlement payment amount will be the same regardless of which method of payment you choose. Checks may be deposited into a bank account or cashed at a bank by the expiration date on the check (180 days after the issuance date stated on the check); after a check expires, it may no longer be deposited or cashed. Wish Cash may be used just like other forms of payment, like a credit card, to make purchases on Wish.com with your Wish.com account; Wish Cash never expires. If you choose Wish Cash, you will also receive a one-time discount code for 50% off of the first \$20.00 of any single purchase of goods on Wish.com in addition to your Wish Cash payment. If you elect to receive your settlement payment in U.S. Dollars by paper check, you will not receive a discount code.

#### **10. When will I get my payment?**

The hearing to consider the final fairness of the Settlement is scheduled for January 7, 2020. If the Court approves the Settlement, and after any appeals process is completed, eligible Settlement Class Members whose claims were approved will be sent a check in the mail or receive funds electronically deposited into their Wish.com account. If final approval of the Settlement is granted, payments will be issued no later than 30 days after any timely appeals have been resolved and the Settlement is final. Please be patient.

### **THE LAWYERS REPRESENTING YOU**

#### **11. Do I have a lawyer in this case?**

Yes, the Court has appointed lawyers Frank Hedin and David Hall of Hedin Hall LLP as the attorneys to represent you and other Settlement Class Members. These attorneys are called “Class Counsel.” Contact information for Class Counsel is as follows:

Frank S. Hedin  
Hedin Hall LLP  
1395 Brickell Ave., Ste 1140  
Miami, Florida 33131  
(305) 357-2107  
[fhedin@hedinhall.com](mailto:fhedin@hedinhall.com)

In addition, the Court appointed plaintiffs Ian Olsen, Adam Haney, Sharon Motley and Memary LaRock to serve as the Representative Plaintiffs. They are Settlement Class Members like you.

#### **12. Should I get my own lawyer?**

You do not need to hire your own lawyer. Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you, at your own expense, if you want someone other than Class Counsel to represent you.

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

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses, totaling up to 40% of the Settlement Fund, and will also request a service award of up to \$5,000.00 for each of the Representative Plaintiffs. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel, and the proper amount of any award to the Representative Plaintiffs. The Court may award less than the amounts requested by Class Counsel and the Representative Plaintiffs. ContextLogic has not made any agreement with Plaintiffs or Class Counsel as to the amounts that either will receive for attorneys’ fees, costs, and expenses or for incentive awards, respectively.

Class Counsel will file with the Court and post on the Settlement website its request for attorneys' fees, costs and expenses, and incentive awards by November 19, 2019.

## YOUR RIGHTS AND OPTIONS

### 14. What happens if I do nothing?

If you do nothing, you will receive no payment under the Settlement, you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Also, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

### 15. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you cannot claim any money or receive any benefits as a result of the Settlement. You will keep your right to bring your own separate lawsuit against the Defendant for the claims resolved in this Settlement. You will not be legally bound by the Court's judgments related to the Settlement Class in this class action.

### 16. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter clearly stating that you want to be excluded from the Settlement in *Olsen, et al. v. ContextLogic Inc.*, No. 2019CH06737. Your letter must also include your name, address, your current phone number, the phone number that you contend you received the text message(s) on, and your signature. You must mail your exclusion request postmarked no later than December 9, 2019 to:

*Olsen v. ContextLogic* Settlement Administrator  
c/o KCC Class Action Services  
P.O. Box 43497  
Providence, RI 02940-3497

### 17. 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 the Defendant for the claims being resolved by this Settlement.

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

No. If you exclude yourself, you may not submit a Claim Form to ask for a payment.

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

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not like any part of it. You must give reasons why you think the Court should deny approval by filing an objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you must object in writing. The Court will consider your views. Your objection and supporting papers must include:

1. A caption or title that identifies it as "Objection to Class Settlement in *Olsen, et al. v. ContextLogic Inc.*, No. 2019CH06737";
2. Your full name, address, and telephone number;
3. The name, address, and telephone number of any attorney representing you with respect to the objection;
4. A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class.

5. The specific factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Settlement Class Member, including the date(s) and phone number(s) at which you received the text message(s) covered by this Settlement; and
6. The case name, case number, and court for any prior class action lawsuit in which you and your attorney (if applicable) have objected to a proposed class action settlement.

Your written objection must be signed and dated and postmarked no later than December 9, 2019. You must mail your objection to the Court, Class Counsel, and Defense Counsel at the following addresses:

<b><u>The Court</u></b>	<b><u>Class Counsel</u></b>	<b><u>Defense Counsel</u></b>
Daley Center 50 W. Washington St. Rm. 2508 Chicago, IL 60602	Frank S. Hedin Hedin Hall LLP 1395 Brickell Ave., Ste 1140 Miami, FL 33131	Lauri Mazzuchetti Kelley Drye & Warren LLP One Jefferson Road Parsippany, NJ 07054

If, in addition to submitting a written objection to the Settlement, you wish to appear and be heard at the Final Approval Hearing on the fairness of the Settlement, you must file by December 9, 2019 a notice of intention to appear with the Court and list the name, address, and telephone number of the attorney, if any, who will appear on your behalf.

**20. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you do not exclude yourself from the Settlement). Excluding yourself from the Settlement Class 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 FINAL APPROVAL HEARING**

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

A Final Approval Hearing has been set for January 7, 2020 at 10:00 a.m. before the Honorable Celia Gamrath at the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602. At the hearing, the Court will hear any objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys’ fees, costs and expenses and the incentive awards to the Representative Plaintiffs. **Note:** The date and time of the Final Approval hearing are subject to change by Court Order, but any changes will be posted at the Settlement website, [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com).

**22. 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, you do not have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay another lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement by asking to speak about your objection, filed by following the instructions above in section 19.

**GETTING MORE INFORMATION**

**23. Where can I get additional information?**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com), by contacting the Settlement Administrator at 1-855-445-9441, by contacting Class Counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, [fhedin@hedinhall.com](mailto:fhedin@hedinhall.com), or by accessing the Court docket in this case in person at the Clerk’s office at Daley Center, 50 W. Washington St., Chicago, IL 60602.

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