

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
COUNTY DEPARTMENT, CHANCERY DIVISION

IAN OLSEN; ADAM HANEY; SHARON  
MOTLEY; and MEMARY LAROCK,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

CONTEXTLOGIC INC.,

Defendant.

Case No. 2019CH06737

**STIPULATION AND AGREEMENT OF SETTLEMENT**

It is hereby stipulated and agreed by and among the plaintiffs Ian Olsen, Adam Haney, Sharon Motley, and Memary LaRock (collectively, “Plaintiffs”) and defendant ContextLogic Inc. (“ContextLogic”) (Plaintiffs and ContextLogic are collectively referred to herein as the “Parties”), and subject to the approval of the Court, that the settlement of this Action shall be effectuated pursuant to the terms and conditions set forth in this Stipulation and Agreement of Settlement (the “Agreement” or “Settlement Agreement”).

**1. RECITALS**

1.1 In or about April 2018 and November 2018, plaintiffs Motley and LaRock, respectively, filed the putative class actions *Motley v. ContextLogic Inc.*, No. 3:18-cv-02117-JD (N.D. Cal.) and *LaRock v. ContextLogic Inc.*, No. 3:18-cv-07177-JD (N.D. Cal.) (collectively, the “California Cases”) in the U.S. District Court for the Northern District of California (the “California Court”). The complaints in the California Cases alleged that ContextLogic sent unsolicited telemarketing text messages to plaintiffs Motley and LaRock, and others similarly

situated, via an automatic telephone dialing system (“ATDS”) without the requisite consent in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*

1.2 Plaintiff Motley initiated her California Case on or about April 6, 2018.

1.2.1 On June 18, 2018, ContextLogic moved to compel arbitration of and dismiss plaintiff Motley’s California Case. On July 16, 2018, plaintiff Motley filed a response in opposition to ContextLogic’s motion to compel arbitration and dismiss, and on July 23, 2018, ContextLogic filed a reply. Oral argument on the motion was held on October 25, 2018. On November 9, 2018, following oral argument, the California Court denied ContextLogic’s motion.

1.2.2 In or about September 2018, the parties to plaintiff Motley’s California Case exchanged initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1).

1.2.3 On November 23, 2018, ContextLogic filed an answer to plaintiff Motley’s complaint in the California Case.

1.2.4 On November 25, 2018, plaintiff Motley served written discovery requests on ContextLogic, seeking discovery concerning every aspect of the merits of and issues of class certification pertaining to her claims. ContextLogic thereafter served objections and responses to Plaintiff Motley’s discovery requests.

1.2.5 On December 26, 2018, ContextLogic served written discovery requests on plaintiff Motley, seeking various materials pertaining to her claims and ContextLogic’s defenses thereto.

1.2.6 Plaintiff Motley thereafter served subpoenas for documents and deposition testimony from a key marketing employee for ContextLogic.

1.2.7 Over the course of several months, the parties to the California Cases held multiple meet and confers concerning their respective discovery requests, and ultimately exchanged detailed and comprehensive responsive documents, electronically-stored information, and information bearing on the merits of the claims alleged by Plaintiffs as well as on issues of class certification.

1.2.8 On January 3, 2019, ContextLogic's counsel and Plaintiffs' counsel executed a stipulated protective order to govern the exchange of certain pertinent confidential action, which the federal district court presiding over the California Cases entered on January 8, 2019.

1.2.9 On January 11, 2019, following multiple meet and confers between the Parties concerning the affirmative defenses alleged by ContextLogic, ContextLogic filed an amended answer to Plaintiff Motley's complaint in the California Case.

1.3 Plaintiff LaRock initiated her California Case on or about November 28, 2018.

1.3.1 On January 14, 2019, ContextLogic moved to compel arbitration and dismiss plaintiff LaRock's California Case.

1.3.2 Also on January 14, 2019, ContextLogic moved for judgment on the pleadings and to stay the claims alleged by plaintiff Motley in her California Case.

1.4 Thereafter, in early January 2019, the parties agreed to attend mediation on February 28, 2019 in an attempt to resolve the claims alleged by Plaintiffs on a class-wide basis. On January 25, 2019, the Parties stipulated to a stay of both California Cases pending resolution of their upcoming mediation.

1.5 For several weeks leading up to the mediation, the parties exchanged additional discovery pertaining to, inter alia, the contours and scope of potential settlement classes, electronically-stored information pertaining to ContextLogic's records, data dictionaries concerning the same, and any applicable policies of insurance providing coverage to ContextLogic for liability for the claims alleged (information which indicated that there is no such policy). Additionally, leading up to mediation, the Parties exchanged multiple comprehensive mediation statements outlining their respective settlement positions in advance of mediation.

1.6 On February 28, 2019, the parties attended a full day of in-person mediation before the Hon. Wayne R. Andersen (Ret., JAMS) in Chicago Illinois. After over ten (10) hours of contentious, arms'-length negotiations with the assistance of Judge Andersen, the parties reached the principal terms of a proposed class-wide resolution of the claims alleged in the California Cases, and memorialized such agreement in a binding term sheet, subject to further negotiation over the remaining aspects of the Settlement and confirmatory discovery.

1.7 On March 31, 2019, the U.S. Supreme Court issued its decision in *Frank v. Gaos*, 139 S. Ct. 1041 (2019).

1.8 The Parties subsequently executed an amendment to the term sheet, further memorializing the terms of the proposed class-wide resolution after further negotiations and discussions between the Parties, with the assistance of Judge Andersen, regarding various aspects of the proposed settlement including with respect to the subject-matter jurisdiction of the California Court in light of the Supreme Court's decision in *Frank v. Gaos*.

1.9 On May 31, 2019, the plaintiffs to the California Cases and ContextLogic filed stipulations of dismissal without prejudice of both of the California Cases pursuant to the Parties' amended term sheet.

1.10 On June 3, 2019, pursuant to the Parties' amended term sheet, Plaintiffs filed a Class Action Complaint (hereinafter, the "Complaint") in the Circuit Court of Cook County, Illinois, Chancery Division (hereinafter, the "Action"), alleging the same class-wide claims for violation of the TCPA against ContextLogic that had been previously alleged by plaintiffs Motley and LaRock in the California Cases.

1.11 After the Parties' mediation and prior to the execution of this Settlement Agreement, the Parties engaged in substantial confirmatory discovery, which included ContextLogic's production of additional documents and voluminous electronically-stored information that Plaintiffs' counsel used to confirm the estimated size and scope of the Settlement Class, the nature of the contact information provided in such records, and the nature of the data pertaining to each record, including with the assistance of Plaintiffs' retained expert, Colin B. Weir of the telecommunications consulting firm Economics and Technology, Inc.

1.12 Following a competitive bidding process in which the Parties procured multiple estimates from each of three experienced claims administration companies, followed by thorough reviews and analyses of the estimates, the Parties selected Kurtzman Carson Consultants, LLC ("KCC") as the proposed Settlement Administrator of the Settlement.

1.13 ContextLogic disputes the allegations in the Complaint and maintains that it complied with the TCPA and all applicable laws. ContextLogic also maintains that if this case were to be litigated, it would not be appropriate for class treatment. The Parties are entering into

this Agreement to avoid the risk and expense of further litigation, to resolve all disputes that have arisen between them, and to settle any and all claims that do or may exist in the past, present or future.

1.14 This Settlement Agreement is the result of good faith, arm's-length settlement negotiations. The Parties exchanged the necessary information in discovery and in advance mediation, participated in mediation and further negotiations on an arm's-length basis under the guidance of Judge Andersen of JAMS, an experienced mediator and former federal U.S. District Judge for the Northern District of Illinois, exchanged further confirmatory discovery concerning, *inter alia*, the size and scope of the proposed Settlement Class, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions through competent and qualified counsel.

1.15 The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

1.16 The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and the Action dismissed with prejudice under the following terms and conditions:

## **2. DEFINITIONS**

2.1 As used herein, the following terms have the meanings set forth below.

2.1.1 “Action” means the civil action brought by Plaintiffs Olsen, Haney, Motley, and LaRock against ContextLogic, entitled *Olsen, et al. v. ContextLogic Inc.*, No. 2019-CH-06737 (Cook County, Illinois June 3, 2019).

2.1.2 “Agreement” or “Settlement Agreement” means this Stipulation and Agreement of Settlement, including all attached and/or incorporated exhibits.

2.1.3 “Aggregate Fees, Costs, and Expenses” means the aggregate amount of any Service Awards, Fee Award, the Settlement Administration Costs.

2.1.4 “Approved Claim” means a claim submitted by a Settlement Class Member to the Settlement Administrator that is: (a) received by the Settlement Administrator or postmarked on or before the Claims Deadline; (b) fully and truthfully completed by a Settlement Class Member with all information requested in the Claim Form, and in accordance with the instructions set forth on the Claim Form and Settlement Website; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Fund under this Agreement and the Final Approval Order and Judgment.

2.1.5 “Approved Claimant” means a Claimant who submits an Approved Claim.

2.1.6 “Attorneys’ Fees and Costs” means all fees, costs and expenses to be awarded to Class Counsel by the Court as per the Settlement of this Action pursuant to the Fee and Cost Application.

2.1.7 “Benefit Check” means the negotiable check(s) to be sent to the Settlement Class Members pursuant to Section 7.3 herein.

2.1.8 “Claims Deadline” means the date that is one-hundred twenty (120) days after the Notice Date.

2.1.9 “Claim Form” means the document to be submitted by a Claimant seeking payment pursuant to this Settlement, substantially in the form of Exhibit A attached hereto, or the form on the Settlement Website available for Settlement Class Members to submit claims, the form and material components of which shall be consistent with the document depicted in Exhibit A attached hereto.

2.1.10 “Claimant” means a Settlement Class Member who submits a Claim Form.

2.1.11 “Class Counsel” means Frank S. Hedin and David W. Hall of Hedin Hall LLP and Eugene Y. Turin of McGuire Law, P.C.

2.1.12 “Class Notice” means collectively the types of notice that have been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court, including but not limited to the Email Notice and the Long Form Notice attached hereto as Exhibit B and Exhibit C.

2.1.13 “Class Period” means the period from April 6, 2014 through the Preliminary Approval Date.

2.1.14 “Court” means the Circuit Court of Cook County, Illinois, Chancery Division and the presiding judge, the Honorable Celia Gamrath.

2.1.15 “Complaint” means the Class Action Complaint filed in the Action.

2.1.16 “Defendant” means ContextLogic Inc., as well as its officers, directors, shareholders, employees, predecessors, affiliates, parents, subsidiaries, partners, distributors, principals, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors,

buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing persons and entities who initiated and/or sent text messages to the Settlement Class that related in any way to ContextLogic.

2.1.17 “Defense Counsel” means ContextLogic’s counsel of record in the Action, Kelley Drye & Warren LLP.

2.1.18 “Email Notice” or the “Short Form Notice” means the written notice that Settlement Administrator will e-mail to all e-mail addresses located in ContextLogic’s records as potentially belonging to Settlement Class Members, and which will substantially be in the form reflected in Exhibit B attached hereto.

2.1.19 “Effective Date” means the first date by which all of the following events shall have occurred: (a) the Court has entered the Final Approval Order and Judgment substantially in the form of Exhibit C attached hereto; and (b) the Final Approval Order and Judgment have both become Final.

2.1.20 “Escrow Account” is defined in paragraph 4.1.2.

2.1.21 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses that is ultimately awarded by the Court to be paid out of the Settlement Fund.

2.1.22 “Fee and Cost Application” means the written motion or application by which Plaintiffs and/or Class Counsel request that the Court award Attorneys’ Fees and Costs and any Service Awards.

2.1.23 “Final” means one business day following the latest of the following events: (i) the expiration of three (3) business days after the time to file a motion to alter or amend a judgment has passed without any such motion having been filed; (ii) the expiration of the time in

which to file an appeal has passed without any appeal having been taken; and (iii) the resolution of any appeal in a manner that does not reverse or vacate the Judgment and in a manner that permits the consummation of the Settlement substantially in accordance with the terms and conditions of this Agreement. Any proceeding or order, or any appeal pertaining solely to any request or portion of an order regarding the Fee Award will not in any way delay or preclude the Judgment from becoming Final.

2.1.24 “Final Approval Hearing” means the final hearing, held after the Preliminary Approval Date, and no sooner than ninety (90) days after the Preliminary Approval Date and sixty (60) days after the Notice Date, such that Settlement Class Members have had reasonable notice and sufficient opportunity to object or to exclude themselves from the Settlement, at which the Court will determine whether to finally approve the Settlement and to enter Judgment.

2.1.25 "Final Approval Order and Judgment" means the order, substantially in the form of Exhibit D attached hereto, in which the Court grants final approval of this Settlement Agreement and finally certifies the Settlement Class, and constitutes a final judgment of dismissal of the Action with prejudice. The form of the Final Approval Order and Judgment is a material term of this Settlement Agreement.

2.1.26 “Service Awards” means the payments awarded by the Court to the Representative Plaintiffs, as set forth in Paragraphs 5.2 and 5.3.

2.1.27 “Litigation” means the legal proceedings in the Action.

2.1.28 “Long Form Notice” means the notice that shall be made available on the Settlement Website and mailed by the Settlement Administrator to Settlement Class Members for whom an e-mail address is unavailable, in the form attached hereto as Exhibit C.

2.1.29 “Mediator” means the Hon. Wayne R. Andersen (Ret.) of JAMS.

2.1.30 “Notice Date” means the date by which the Class Notice is first disseminated pursuant to the Notice Plan, which shall be the date thirty (30) days after the Preliminary Approval Date.

2.1.31 “Notice Plan” means the plan of disseminating to Settlement Class Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

2.1.32 “Objection Deadline” means the date forty-five (45) days after the Notice Date by which any objections to the Settlement must be filed.

2.1.33 “Opt-Out Deadline” means the date forty-five (45) days after the Notice Date by which any request to be excluded from the Settlement must be filed.

2.1.34 “Parties” means, collectively, the Representative Plaintiffs and ContextLogic.

2.1.35 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s heirs, predecessors, successors, representatives, and assigns.

2.1.36 “Plaintiffs” or “Representative Plaintiffs” means Ian Olsen, Adam Haney, Sharon Motley and Memary LaRock.

2.1.37 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.1.38 “Preliminary Approval Order” means the Order, substantially in the form of Exhibit E attached hereto, in which the Court grants its preliminary approval to this Settlement Agreement and preliminarily certifies the Settlement Class, authorizes dissemination of Class Notice to the Settlement Class, and appoints the Settlement Administrator. The form of the Preliminary Approval Order is a material term of this Settlement Agreement.

2.1.39 “Released Claims” means any and all claims, liabilities, demands, causes of action, or lawsuits of the Releasing Parties, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the Action or the California Cases relating in any way to text messages by, from, and/or on behalf of ContextLogic, including but not limited to claims for any alleged TCPA violation or any other telephone or telemarketing-related federal, state or local law, regulation or ordinance, and claims that in any way relate to automated text messages (*e.g.*, those made using an ATDS and/or artificial or prerecorded voice, those made in alleged violation of the National Do Not Call Registry or similar state law registries, and/or those that constituted a purported invasion of privacy).

2.1.40 “Released Parties” means ContextLogic, as well as its counsel; past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; all entities with which ContextLogic contracted with

or engaged to initiate and/or send text messages or from which to obtain telephone numbers; and for each of the foregoing Persons, each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, partners, members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

2.1.41 “Releasing Parties” means: (a) Representative Plaintiffs; (b) Settlement Class Members who do not timely opt out of the Settlement Class; (c) to the extent that a Settlement Class Member is not an individual, all of its present former, and future predecessors, successors, assigns, parents, subsidiaries, joint ventures, and affiliates, and all employees, agents, representatives, consultants, independent contractors, insurers, directors, officers, partners, principals, members, attorneys, accountants, financial advisors, investors, investment bankers, underwriters, shareholders, lenders, and auditors of any of the foregoing Persons; and (d) to the extent the Settlement Class Member is an individual, any present, former, and future heirs, executors, estates, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigns of each of them, and any other representative of any of the foregoing Persons.

2.1.42 “Settlement” means the settlement set forth in this Agreement.

2.1.43 “Settlement Administration Costs” means any and all fees and costs incurred in administering the Settlement, including but not limited to, the fees and costs of disseminating all Class Notice, administering and maintaining the Settlement Website, and delivering Benefit Checks to Settlement Class Members, but specifically excluding the Settlement Shares and any Service Awards and Fee Award.

2.1.44 “Settlement Administrator” means KCC.

2.1.45 “Settlement Share” is defined in Paragraph 4.2.1.

2.1.46 “Settlement Class” means all persons within the United States who, during the Class Period, 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 market place 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 the Action; (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.

2.1.47 “Settlement Class Member” means a person who falls within the definition of the Settlement Class and who does not opt out of the Settlement as set forth in Paragraph 9.4.

2.1.48 “Settlement Fund” means the all-cash non-reversionary fund that ContextLogic will establish in the amount of Sixteen Million and 00/100 Dollars (\$16,000,000.00) for benefit of the Settlement Class, from which all Settlement Shares to Settlement Class Members, all Settlement Administration Costs, any Fee Award and any Service Awards, and any other costs,

expenses, and fees associated with the Settlement will be paid pursuant to the terms set forth in this Agreement.

2.1.49 “Settlement Website” means the website, [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com), that will be established and maintained by the Settlement Administrator pursuant to Paragraph 6.4.

2.1.50 “Settling Parties” means, collectively, ContextLogic, Representative Plaintiffs, and all Settlement Class Members.

2.1.51 “Taxes” means: (a) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund; and (b) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

2.1.52 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any regulations or rulings promulgated under it.

2.1.53 “Total Class Member Benefits Payout” is defined in paragraph 4.2.1.

2.1.54 “Wish Cash” is a deposit of electronic funds into a Claimant’s account at the primary Wish.com e-commerce marketplace or at one of the other e-commerce marketplaces at Wish.com called Geek, Home, Mama, or Cute (with such deposit made in lieu of a Benefit Check only if a Claimant elects on a Claim Form to receive his or her Settlement Share in Wish Cash instead of by Benefit Check), useable at any time thereafter to purchase any merchandise available for sale on Wish.com or at one of the other e-commerce marketplaces at Wish.com (Geek, Home, Mama, or Cute), in an amount commensurate with such Claimant’s Settlement Share, as calculated in paragraph 4.2.1. The term “Wish Cash” is defined herein to be inclusive

of “Geek Cash,” “Home Cash,” “Mama Cash,” and “Cute Cash.” Wish Cash can be used just like other forms of payment, like a credit card, to make purchases on a Wish.com marketplace.

2.1.55 “Wish Cash Benefit” is defined in paragraph 4.2.1.

2.1.56 The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2.1.57 When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

### **3. ALL PARTIES AGREE THAT THEY RECOMMEND APPROVAL OF THE SETTLEMENT**

#### **3.1 ContextLogic’s Position on the Conditional Certification of Settlement Class.**

ContextLogic disputes that a class would be manageable and further denies that a litigation class properly could be certified on the claims asserted in this Litigation or in the California Cases. Solely for purposes of avoiding the expense and inconvenience of further litigation, however, ContextLogic does not oppose the certification of the Settlement Class for the purposes of this Settlement only. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a litigation class is appropriate, nor would ContextLogic be precluded from challenging class certification in further proceedings in this Litigation or in any other action if the Settlement Agreement is not finalized or finally approved. If for any reason whatsoever the Court does not enter the Final Approval Order and Judgment or the Settlement Agreement does not become Final, in substantially the manner set forth in this Agreement, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Litigation or any other judicial proceeding. No

agreements made by or entered into by ContextLogic in connection with the Settlement Agreement may be used by Plaintiffs, any Settlement Class Member, or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Litigation or any other judicial proceeding.

3.2 Plaintiffs' Position on the Merits of Case. Plaintiffs' position is that the claims asserted in this Litigation have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs that there is any infirmity in the claims asserted by Plaintiffs, or that there is any merit whatsoever to any of the contentions and defenses that ContextLogic has asserted.

3.3 Plaintiffs Recognize The Benefits Of Settlement. Plaintiffs recognize and acknowledge the expense and amount of time which would be required to continue to pursue this Litigation against ContextLogic, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Plaintiffs have concluded that it is desirable that this Litigation and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiffs and Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein.

#### **4. SETTLEMENT FUND AND SETTLEMENT CLASS RELIEF**

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases in Paragraph 8 below, and subject to the Court's approval, the Parties agree to the following relief:

4.1 Settlement Fund and Escrow Account.

4.1.1 ContextLogic agrees to create the Settlement Fund by depositing cash on a non-reversionary basis in the total amount of \$16,000,000.00 (Sixteen Million and 00/100 Dollars) (the “Settlement Fund Amount”) into the Escrow Account (defined below).

4.1.2 ContextLogic shall within ten (10) business days after the entry of the Final Approval Order and Judgment deposit the Settlement Fund Amount into an escrow bank account (the “Escrow Account”), to be created and administered by the Settlement Administrator pursuant to the terms of this Agreement. The Escrow Account shall be held in a “qualified settlement fund” (as set forth below) in an interest-bearing bank account at a commercial bank with excess capital exceeding One Hundred Million Dollars and No Cents (\$100,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC.

4.1.3 All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

4.1.4 The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. All Taxes shall be paid out of the Escrow Account. ContextLogic, Defense Counsel, Representative Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold ContextLogic, Defense Counsel, Representative Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

4.1.5 For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

4.1.6 The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defense Counsel or by order of the Court.

4.1.7 All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

4.1.8 Within fifteen (15) days of the Preliminary Approval Date, ContextLogic will disburse to the Settlement Administrator Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Settlement Fund Amount to be used by the Settlement Administrator for preliminary Settlement Administration Costs, including the costs to complete the Class Notice, establish and maintain the Settlement Website, establish and maintain a toll-free number for questions by Settlement Class Members, as well as any other initial administration costs to the Parties. To the extent that additional Settlement Administration Costs are incurred after this initial payment, but

before the tenth day after entry of the Final Approval Order, the Settlement Administrator may bill, and ContextLogic shall pay, such additional costs. For any costs of Settlement Administration that are paid by ContextLogic, ContextLogic shall receive a credit against the total Settlement Fund Amount required to be paid to create the Settlement Fund, such that the total amount paid by ContextLogic shall equal, but in no circumstances exceed, Sixteen Million and 00/100 Dollars (\$16,000,000.00).

4.1.9 All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of ContextLogic (by its counsel) and Class Counsel, pursuant to the terms set forth in this Agreement

4.1.10 Within fifteen (15) days after the Effective Date or fifteen (15) days after the Claims Deadline (whichever is later), the Settlement Administrator shall disburse to ContextLogic the amount of the Settlement Fund that shall be used to pay the Settlement Shares in Wish Cash to the Approved Claimants who elected the Wish Cash Benefit.

#### 4.2 Payments from the Settlement Fund.

4.2.1 The total sum of money payable to the Settlement Class pursuant to this Agreement – *i.e.*, the total Settlement Fund and any earnings thereon, less the Settlement Administration Costs and any Fee Award and Service Awards (hereinafter, the “Total Class Member Benefits Payout”) – shall be distributed to all Approved Claimants, on a *pro rata* and equal basis. Each Settlement Class Member shall be entitled to submit only one claim, and only one claim can be made per telephone number, regardless of the number of text messages to that telephone number. Each Approved Claimant shall be paid, by a Benefit Check or Wish Cash (as elected by the Claimant), a payment that shall be equal to the Total Class Member Benefits Payout

divided by the total number of Approved Claims (hereinafter, the “Settlement Share”). ContextLogic has agreed to provide an additional one-time discount code for 50% off of the first \$20.00 of any single purchase of goods on a ContextLogic e-commerce marketplace in addition to the Wish Cash payment (the “Additional Discount”), to any Approved Claimant who elects to receive his or her Settlement Share by payment in Wish Cash. The Additional Discount shall be in addition to the Settlement Share payment in Wish Cash, and shall be delivered to the Approved Claimant by discount code set forth in an email (with instructions on how to use the discount code) or made available within the Approved Claimant’s account (in which case an email shall be sent with instructions for use). (The Wish Cash deposit and the Additional Discount shall be referred to herein collectively as a “Wish Cash Benefit.”) Approved Claimants who elect to receive Settlement Shares payable by Benefit Checks will not receive the Additional Discount.

4.2.2 Adequate and customary procedures and standards will be used by the Settlement Administrator to determine Approved Claims, to prevent the payment of fraudulent claims and to pay only legitimate claims. All claims are subject to review and verification by both ContextLogic and Class Counsel. All Claimants are required to provide or submit certain information to verify that they are appropriately claiming a benefit, as set forth in the “Claims Process” section below.

4.2.3 Settlement Shares paid by Benefit Check will be made directly to the Approved Claimants by the Settlement Administrator within thirty (30) days after the Effective Date or thirty (30) days after the Claims Deadline (whichever is later). Settlement Shares paid in Wish Cash will be deposited in the Wish.com accounts of Approved Claimants by ContextLogic within thirty (30) days after the Effective Date or thirty (30) days after the Claims Deadline

(whichever is later). The Settlement Administrator shall provide ContextLogic with sufficient information to facilitate the provision of the Wish Cash Benefit, and the Settlement Administrator, Defense Counsel, and Class Counsel will be provided sufficient information by ContextLogic to verify that all payments of Wish Cash Benefits have been made by ContextLogic pursuant to the terms of this Agreement.

4.2.4 If any Benefit Check sent to an Approved Claimant is returned as undeliverable, the Settlement Administrator will attempt to notify the Approved Claimant, including by attempting to obtain a new mailing address as practical. If, after a second attempt, such Benefit Check is again returned as undeliverable, no further efforts need be taken by the Settlement Administrator to resend such Benefit Check, at which time such Settlement Share shall be converted to a Wish Cash Benefit, transferred by the Settlement Administrator to ContextLogic, and thereafter deposited by ContextLogic into the Approved Claimant's Wish.com account pursuant to the terms of this Agreement.

4.2.5 The Benefit Checks shall state that they are invalid after 180 calendar days. If any amounts remain in the Settlement Fund because Approved Claimants fail to negotiate their respective Benefit Checks within that that period of time or because a Benefit Check is undeliverable pursuant to Paragraph 4.2.4, the Settlement Shares for such Approved Claimants shall be instead paid to such Approved Claimants in the form of Wish Cash Benefits. The Settlement Administrator shall at such time provide notification to such Approved Claimants that their Settlement Share has been converted from a Benefit Check to a Wish Cash Benefit, and state the reason for that conversion.

4.2.6 Distribution of the Settlement Fund to Approved Claimants or to any other person other than the Settlement Administrator, pursuant to the terms hereof, shall commence only after the Effective Date, pursuant to the timetable set forth in paragraphs 7.3 and 5.1-5.2. The Aggregate Fees, Costs, and Expenses shall be paid from the Settlement Fund prior to the distribution of Settlement Shares to Approved Claimants, and thereafter the remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the terms set forth herein.

4.2.7 No portion of the Settlement Fund will revert to ContextLogic, except in the event of a Termination of the Agreement, as provided in Section 11. Additionally, the Settlement Administrator shall transmit to ContextLogic the amount of any funds that must be deposited by ContextLogic into the Wish.com accounts of Approved Claimants who either elected to receive Wish Cash Benefits, failed to cash Benefit Checks they were sent, or were sent Benefit Checks that were returned as undeliverable, as provided for in this Agreement.

4.2.8 If the entry of a Final Approval Order does not occur, ContextLogic shall have no obligation to make payments or distributions of any kind, other than payments to the Settlement Administrator for services rendered and costs incurred.

## **5. ATTORNEYS' FEES, COSTS AND PAYMENT TO PLAINTIFF REPRESENTATIVES**

5.1 Attorneys' Fees and Costs. Class Counsel will file a Fee and Cost Application with the Court for an award of Attorneys' Fees and Costs to be paid from the Settlement Fund by no later than twenty (20) days prior to the Objection Deadline and Opt-Out Deadline. ContextLogic agrees not to oppose Class Counsel's request for an award of Attorneys' Fees and Costs. The Settlement Administrator shall disburse from the Settlement Fund any Fee Award awarded by the

Court to Class Counsel within five (5) calendar days from the Effective Date and after receiving W-9 forms from Class Counsel. The Parties have not reached any agreements concerning the amount of any award of Attorneys' Fees and Costs to Class Counsel.

5.2 Payment of Any Service Awards to the Representative Plaintiffs. The Representative Plaintiffs will request, by no later than twenty (20) days prior to the Objection Deadline and Opt-Out Deadline, that the Court award them each a Service Award for the initiative in bringing the claims alleged in the Action and for the time and effort they have invested in the Action. ContextLogic agrees not to oppose the Representative Plaintiffs' requests for Service Awards. Within five (5) calendar days after the Effective Date, and after receiving W-9 forms from the Representative Plaintiffs, the Settlement Administrator shall disburse from the Settlement Fund any such Service Awards to the Representative Plaintiffs as awarded by the Court. The Parties have not reached any agreements concerning the amount of any Service Awards.

5.3 Settlement Independent of Award of Fees, Costs and Service Awards. The payments of any Fee Award and any Service Awards set forth in Sections 5.1 and 5.2 are subject to and dependent upon the Court's approval of such requested awards as fair, reasonable, and adequate. In the event the Court declines Plaintiffs' and/or Class Counsel's requests or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the Parties.

## **6. SETTLEMENT ADMINISTRATION AND CLASS NOTICE**

6.1 Costs of Notice. All costs of providing the Class Notice as provided herein, including the costs of identifying members of the Settlement Class and the costs of printing, web hosting, disseminating the Class Notice, or mailing the Class Notice (if any e-mails to Settlement Class Members are undeliverable), shall be paid for out of the Settlement Fund, subject to the

terms of this Settlement Agreement. In the event that this Settlement Agreement is terminated in accordance with its terms, ContextLogic shall bear any costs of providing Class Notice already incurred.

6.2 Costs of Administering Settlement. All Settlement Administration Costs shall be paid for out of the Settlement Fund. In the event that this Settlement Agreement is terminated in accordance with its terms, ContextLogic shall bear any Settlement Administration Costs already incurred.

6.3 Settlement Administrator. The Settlement Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth below. Those responsibilities include, but are not limited to:

- 6.3.1 completing Class Notice, as provided in this Settlement Agreement;
- 6.3.2 creating and maintaining a Settlement Website;
- 6.3.3 acting as a liaison between Settlement Class Members and the Parties;
- 6.3.4 overseeing and administering the Settlement Fund;
- 6.3.5 handling the process of mailing Benefit Checks;
- 6.3.6 providing information and assistance to ContextLogic to facilitate the provision of the Wish Cash Benefits;
- 6.3.7 overseeing, together with Class Counsel, ContextLogic's provision of the Wish Cash Benefits;
- 6.3.8 disbursing from the Settlement Fund any Fee Award and any Service Awards to Class Counsel and the Representative Plaintiffs;

6.3.9 preparing and providing a declaration to ContextLogic's and Class Counsel that will: (i) attest the compliance with the provisions of this Settlement Agreement related to Class Notice and the disbursement of and accounting pertaining to the Settlement Fund; (ii) listing each Settlement Class Member who timely and validly opted out of the Settlement; and performing any other tasks reasonably required to effectuate the Settlement.

#### 6.4 Settlement Website

6.4.1 The Settlement Administrator will create and maintain the Settlement Website, to be activated within thirty (30) days from the Preliminary Approval Date and in advance of the Notice Date. The Settlement Administrator's responsibilities will also include securing the domain name accessible at the URL [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com), or another appropriate domain name as agreed upon by the Parties and approved by the Court, where the Settlement Website may be accessed by the Settlement Class. The Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, Long-Form Notice, Claim Form, Email Notice and the Preliminary Approval Order, as well copies of Class Counsel's Fee and Cost Application and the Representative Plaintiffs' application for Service Awards when such documents are filed. Settlement Class Members shall have the ability to file claims electronically using an electronic Claim Form on the Settlement Website, where they will be able to elect whether to receive, subject to claim approval, Settlement Shares by Benefit Check or Wish Cash, and provide the addresses to which such Benefit Checks are to be sent and the e-mail addresses pertaining to the Wish.com accounts into which such Wish Benefits are to be deposited.

6.4.2 The Settlement Website will terminate (i.e., its contents shall no longer be accessible on the Internet) and shall no longer be maintained by the Settlement Administrator thirty

(30) days after either (a) the disbursement of Settlement Shares pursuant to the terms of this Settlement Agreement; or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full. The Settlement Administrator will then transfer ownership of the domain name of the Settlement Website to ContextLogic.

6.4.3 All costs and expenses related to the Settlement Website shall be paid out of the Settlement Fund.

## 6.5 Notice Plan

6.5.1 The Class Notice shall conform to all applicable requirements of the governing rules of civil procedure and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.5.2 The Parties have worked collaboratively together to identify, through reasonable means, the name and contact information (including e-mail address) for any person they believe may potentially be a Settlement Class Member.

6.5.3 Subject to Court approval, within thirty (30) days of the Preliminary Approval Date, the Settlement Administrator shall send the Class Notice in the form attached hereto as Exhibit B, via email to all of the names and email addresses provided by the Parties to the Settlement Administrator and via U.S. postal mail when email addresses are unavailable, and shall make available the Class Notice in the form attached hereto as Exhibit C on the Settlement Website.

## 7. **CLAIMS PROCESS**

7.1 Submission of Claims. Settlement Class Members must timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit A by the Claims Deadline. The Settlement Website shall include an online portal, to be developed by the Settlement

Administrator, in conjunction with and subject to the approval of both Defense Counsel and Class Counsel, that is substantially consistent in all material respects with the form and content of the Claim Form attached as Exhibit A and otherwise consistent with the terms of this Agreement. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or electronically via the Settlement Website, by the Claims Deadline. A valid Claim Form means a Claim Form containing all required information and which is signed by the Claimant and is timely submitted. Any Claim Form that is not timely postmarked or submitted shall be denied. In the event a potential Settlement Class Member submits a Claim Form by the Claims Deadline but the Claim Form is not complete, then the Settlement Administrator shall, within fifteen (15) days after its receipt of the incomplete Claim Form, notify such potential Settlement Class Member by mail or email of the missing information and afford such person an opportunity to cure the deficiency by providing the requested missing information to the Settlement Administrator by the Effective Date.

7.2 Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form in processing all Claim Forms that are submitted. Any Claim Form submitted that does not meet the requirements of this Agreement shall not be eligible to be deemed an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall promptly make Defense Counsel and Class Counsel aware of any evidence of abuse, fraud, or duplication. The Settlement Administrator's decisions regarding the Settlement Class Members' eligibility for a claims payment shall control, except that either Defense Counsel or Class Counsel may object to the Court should a disagreement arise between the Parties as to any determination

of a claim's validity made by the Settlement Administrator, in which case the Court's determination as to the validity of any such disputed claim shall be final. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

7.3 Payment of Claims. Within thirty (30) days after the Effective Date or thirty (30) days after the Claims Deadline (whichever is later), or such other date as the Court may set, the Settlement Shares shall be distributed as follows:

7.3.1 for Approved Claimants electing the Benefit Check, the Settlement Administrator shall mail each Approved Claimant a Benefit Check in the amount of his or her Settlement Share made payable to the Approved Claimant; and

7.3.2 for Approved Claimants electing the Wish Cash Benefit, ContextLogic shall, upon receipt of the requisite funds from the Settlement Fund from the Settlement Administrator, pursuant to the terms of this Agreement, deposit Wish Cash in the amount of the Settlement Share into the Wish.com online account of the Approved Claimant; the Settlement Administrator and/or ContextLogic shall email such Approved Claimants to notify them of the deposit. In addition, such Approved Claimants will also receive instructions – either by email or through their accounts – regarding the Additional Discount. ContextLogic shall provide the Settlement Administrator and Class Counsel sufficient information to confirm that all such deposits of Wish Cash have occurred pursuant to the terms of this Agreement.

7.4 All Benefit Checks will state on their face that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance, as identified on the check. To the extent that any Benefit Checks expire and become null and void,

the Settlement Administrator shall distribute to ContextLogic the funds associated with each of those checks so that ContextLogic may deposit Wish Cash in the same amount into the Approved Claimants' Wish.com accounts and provide such Approved Claimants their Additional Discounts (at which time an e-mail will be sent to each such Claimant informing him or her of the deposit of their Settlement Share and Additional Benefit into their Wish.com online account). ContextLogic shall provide the Settlement Administrator and Class Counsel sufficient information to confirm that all such deposits of Wish Cash Benefits have occurred pursuant to the terms of this Agreement.

7.5 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

## **8. RELEASES**

8.1 Upon Judgment becoming Final, Representative Plaintiffs and each Settlement Class Member will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims.

8.2 After execution of this Settlement Agreement, Representative Plaintiffs and/or Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. Representative Plaintiffs and Settlement Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims against the Released Parties, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts.

8.3 With respect to the Released Claims, Representative Plaintiffs and all Settlement Class Members expressly waive and relinquish any rights or benefits available to them under California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8.4 Notwithstanding Section 1542 of the California Civil Code, or any other federal or state statute or rule of law of similar effect, this Settlement Agreement shall be given full force and effect according to each and all of its terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from, or are in any way connected with the Released Claims.

8.5 Upon entry of the Final Approval Order, Representative Plaintiffs and Settlement Class Members are hereby barred against bringing any action or claim against any of the Released Parties for any of the Released Claims.

**9. APPROVAL PROCESS**

9.1 Court Approval

9.1.1 On or before July 26, 2019, Class Counsel shall submit this Settlement Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, issue a Preliminary Approval Order, and schedule a Final Approval Hearing on whether the Settlement should be granted final approval (collectively hereinafter, the “Motion for Preliminary Approval”).

9.1.2 In the Motion for Preliminary Approval, Class Counsel shall request that the Court allow for a period of ninety (90) days between entry of the Preliminary Approval Order and the Final Approval Hearing.

9.1.3 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

9.1.4 If the Court does not enter a Preliminary Approval Order or a Final Approval Order and Judgment in all material respects as set forth herein, or if the Final Approval Order is reversed, vacated, overturned, or rendered void by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. In the event of any such termination after ContextLogic has paid the Settlement Fund Amount to create the Settlement Fund in accordance with this Agreement, the entire Settlement Fund shall belong to ContextLogic. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award or any Service Awards to the Representative Plaintiffs, described in Section 5 above, including any decision by any court to award less than the amounts sought, shall not prevent the Agreement from becoming effective, prevent Final Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

## 9.2 Procedures for Objecting to the Settlement

9.2.1 Settlement Class Members shall have the right to appear and show cause if they have any reason why the terms of this Agreement should not be given final approval, subject to each of the sub-provisions contained in this section. Any objection to this Settlement Agreement, including any of its terms or provisions, must be in writing and mailed to Class Counsel, Defense Counsel, and the Clerk of the Court at the addresses set forth in the Class Notice, postmarked no later than the Objection Deadline. Settlement Class Members may object either on their own or through an attorney hired at their own expense.

9.2.2 Any objection regarding or related to the Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Olsen, et al. v. ContextLogic Inc.*, No. 2019CH06737” and also shall contain the following information: (i) the objector’s name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector or any other person otherwise assisting the objector or who otherwise stands to potentially benefit financially with respect to such objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Settlement Class Member, including the date(s) and telephone number(s) at which he or she received one or more text message(s) covered by this Settlement; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and/or the objector’s attorney or any other person assisting with such objection (if applicable) has objected to a proposed class action settlement in the past five (5) years. If an objecting party chooses to appear at the Final Approval Hearing, then by no later than the Objection Deadline, a notice of intention to appear, either in person or through an attorney, shall be filed with the Court and list the name, address, and telephone number of the person and/or any attorney who will appear.

9.2.3 A Settlement Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only those matters that were set forth in the timely and validly submitted written objection filed by such Settlement Class Member. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have, but failed to, raise in his/her written objection, and all objections to the Settlement Agreement that are not set forth in a timely and validly submitted written objection will be deemed waived.

9.2.4 If a Settlement Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. Representative Plaintiffs or ContextLogic or both may take discovery regarding any objector, their attorney (if applicable), and the basis of any objection, to the same extent that discovery could otherwise have been sought from a party to the Action.

9.2.5 Any Settlement Class Member who fails to comply with the applicable provisions of the preceding paragraphs concerning any objection that he or she may have shall waive and forfeit any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Litigation. By filing an objection, objectors and their

counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

9.3 Motion for Final Approval and Right to Respond to Objections

9.3.1 Class Counsel shall move for final approval of the Settlement no later than ten (10) days prior to the Final Approval Hearing.

9.3.2 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than ten (10) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand or overnight delivery, to the objector (or any counsel for the objector).

9.4 Opt-Outs

9.4.1 Any putative Settlement Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Class Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the putative Settlement Class Member, and must include such individual’s name, address, and the telephone number that allegedly received a call or text message sent by or on behalf of Defendant during the Settlement Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and this Settlement and the Settlement Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement

Class Member by the Court's Orders in this Litigation and by this Agreement, if approved. The request for exclusion must be personally signed by the Person seeking to be excluded. So-called "mass" or "class" opt-outs shall not be allowed.

9.4.2 Any Person in the Settlement Class who submits a request for exclusion may not file an objection to the Settlement, and any such purported objection filed by a Person in the Settlement Class who has requested exclusion shall be deemed a nullity. If a Settlement Class Member submits a written request for exclusion pursuant to Paragraph 9.4.1 above, he or she shall be deemed to have complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

9.4.3 After Class Notice is disseminated, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment, which will (among other things):

- (i) find that the Court has personal jurisdiction over the Parties and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- (ii) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and the Releasing Parties with respect to the Released Claims;
- (iii) find that the Class Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the civil procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

- (iv) dismiss the Litigation (including all individual claims and Settlement Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement and as ordered by the Court; incorporate the Releases set forth above in Section 8, make those Releases effective as of the date of the Final Approval Order and Judgment, and
- (v) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

**10. TAXES**

10.1 Settlement Class Members, Representative Plaintiffs, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

**11. TERMINATION OF AGREEMENT**

11.1 Either Plaintiffs Or ContextLogic May Terminate The Agreement. Any Representative Plaintiff and ContextLogic will each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

11.1.1 the Court rejects, materially modifies, materially amends or changes, or expressly declines to issue a Preliminary Approval Order or a Final Approval Order and Judgment in the course of adjudicating any request to approve the Settlement Agreement;

11.1.2 an appellate court reverses the Final Approval Order and Judgment and the Settlement Agreement is not reinstated without material change by the Court on remand;

11.1.3 any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order and Judgment, or the Settlement Agreement in any material way, unless such modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court approval of Attorneys' Fees and Costs or any Service Award, or their amount, is not a material condition of the Settlement;

11.1.4 the Effective Date does not occur;

11.1.5 more than five percent (5%) of the Settlement Class opts out; or

11.1.6 any other ground for termination provided for elsewhere in this Agreement occurs.

11.2 Revert To Status Quo If Representative Plaintiffs Or ContextLogic Terminates. If either Representative Plaintiffs or ContextLogic terminates this Agreement as provided in Section 11, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Settlement Administrator for services rendered to the date of termination will not be refunded to ContextLogic.

11.3 In the event any termination as provided in Section 11 occurs after ContextLogic has paid the Settlement Fund Amount to create the Settlement Fund in accordance with this Agreement, the entire Settlement Fund shall belong to and be returned to ContextLogic;

11.4 If the Settlement Agreement is not approved in full in all material respects by the Court, any Party has the option to terminate the Settlement Agreement and revert to the status quo prior to the Settlement.

## 12. INJUNCTIVE RELIEF

12.1 The Parties agree that the core relief under the Settlement includes changes to ContextLogic's business practices related to its text-message marketing programs directed to consumers. As a continuing and future benefit to all Settlement Class Members, ContextLogic agrees to institute mandatory TCPA compliance training programs for all key marketing personnel at the company, to implement and maintain adequate oversight procedures to help ensure that the company's text-message marketing personnel remain compliant with the TCPA, and to conduct quarterly reviews of such marketing personnel to ensure their ongoing compliance with the TCPA. ContextLogic further agrees to make enhancements to its text-message delivery systems (and to ensure that its vendors do the same) in order to prevent any transmissions of text messages via an "automatic telephone dialing system" unless the recipients have provided the requisite level of consent. To the extent that Congress, the FCC, or any other relevant federal regulatory authority promulgates different requirements under the TCPA, 47 U.S.C. § 227, *et seq.*, or any other law or regulate my promulgation that would govern any conduct affected by the Settlement, those laws and regulatory provisions will control with respect to Defendant's business practice changes addressed in this Settlement Agreement.

12.2 No Admission of Liability. ContextLogic denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. ContextLogic has denied and continues to deny each and every material factual allegation and all claims asserted against them in the Action. Nothing in this Settlement Agreement will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing in this Settlement Agreement will constitute an admission by ContextLogic that the Action is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the

Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of ContextLogic or of the truth of any of the allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of ContextLogic in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

12.3 Pursuant to any applicable state or federal rule of evidence, including without limitation Federal Rule of Evidence Rule 408, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

12.4 The Parties agree that all information obtained from or provided by ContextLogic in connection with this Settlement Agreement and its negotiation shall be kept confidential and that such information shall be used only for the purposes allowed by this Settlement Agreement and for no other purpose, except as otherwise ordered by the Court.

12.5 If any Party or attorney is contacted by a member of the press or other person seeking a public comment on the Settlement, the Party or attorney may provide the inquiring party with only the details of the Settlement which is in the public record. No Parties, or their agents, shall inaccurately characterize the terms of the Settlement or the Agreement. The Parties agree that nothing in this Settlement Agreement shall be construed to prohibit communications between

ContextLogic and any of the Released Parties initiated by the Released Parties or that may occur in the ordinary course of ContextLogic's business.

### **13. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION**

13.1 The Effective Date of this Agreement shall be the date the Judgment has become Final.

13.2 If this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Parties will be restored to their respective positions as of the date on which the parties filed a stipulation of dismissal without prejudice in the California Cases, and the limitations period for all TCPA claims of Plaintiffs and unnamed Settlement Class Members shall be tolled for the period of time between the stipulated dismissal of the California Cases and the date on which any termination of the Settlement occurs, such that, as of the date of any such termination, the statute of limitations for Plaintiffs' and all Settlement Class Members' TCPA claims shall be deemed to extend back to April 6, 2014, four years prior to the commencement of Plaintiff Motley's California Case on April 6, 2018. In the event of any such termination, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

13.3 The Parties agree to request a stay of the Litigation pending approval of the Settlement.

### **14. MISCELLANEOUS PROVISIONS**

14.1 Cooperation of the Parties: The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to fully cooperate and to take all reasonable steps and

actions necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Settlement Class Members. Class Counsel and Defense Counsel recognize that they have an obligation to support the Settlement and to seek the Court's final approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

14.2 Resolution of Dispute without Admission: The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Party as to the merits of any claim or defense.

14.3 Use In Subsequent Proceedings: Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be deemed to be an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file this Agreement and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.4 Confidential Information: All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

14.5 Destruction of Discovery Received from Defendant: The Parties acknowledge that they have agreed to abide by the Stipulated Protective Order executed by the Parties and entered by the court in the California Actions on January 8, 2019, as well as the Consent Confidentiality Agreement executed by the Parties during the pendency of the Action on June 7, 2019, and in particular, the paragraphs with respect to the duration of the Orders and the destruction of documents.

14.6 Incorporation of Exhibits: Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

14.7 Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.8 Integration: This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

14.9 Class Counsel's Authority: Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class.

14.10 Parties' Authority: Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

14.11 Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts will be deemed to be one and the same instrument.

14.12 No Prior Assignments: Representative Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

14.13 Binding on Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Settlement Class Members.

14.14 Publicity: Except for the notice provisions set forth in the Order of Preliminary Approval and except as required to comply with any applicable law, rule or regulation or to comply with a Court order, the Parties agree that there will be no press releases regarding the Settlement and neither side will initiate contact with the media.

14.15 Interpretation: None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter thereof.

14.16 Governing Law: This Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois

without giving effect to that State's choice-of-law principles. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

14.17 No Waiver: The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and cause this Agreement to be executed by their duly authorized attorneys.

**FOR PLAINTIFFS:**

**IAN OLSEN**

  
Ian Olsen (Aug 8, 2019)  
\_\_\_\_\_  
Ian Olsen

Date: Aug 8, 2019

**ADAM HANEY**

  
Adam Haney (Aug 9, 2019)  
\_\_\_\_\_  
Adam Haney

Date: Aug 9, 2019

**SHARON MOTLEY**

  
Sharon Johnson Motley (Aug 8, 2019)  
\_\_\_\_\_  
Sharon Motley

Date: Aug 8, 2019

**MEMARY LAROCK**

  
MEmary S. LaRock (Aug 8, 2019)  
\_\_\_\_\_  
Memary LaRock

Date: Aug 8, 2019

**HEDIN HALL LLP (AS TO FORM)**

  
\_\_\_\_\_  
Frank S. Hedin, Counsel for Plaintiffs  
1395 Brickell Avenue, Ste 900  
Miami, Florida 33131

Date: August 8, 2019

**FOR DEFENDANT:**

**CONTEXTLOGIC INC.**



Name: Rajat Bakori  
Title: CFO

Date: Aug. 20, 2019

**KELLEY DRYE & WARREN LLP (AS TO FORM)**



Lauri A. Mazzuchetti, Counsel for Defendant  
One Jefferson Road, 2nd Floor  
Parsippany, New Jersey 07054

Date: August 21, 2019

# **Exhibit A**

## **(Claim Form)**

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

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

**Online Claim Form**

**If you are a Settlement Class Member, you must submit a completed Claim Form on this webpage on or before [insert date] to receive a payment from the Settlement. If you would like to send a paper claim form by mail instead, it must be postmarked on or before [insert date] and sent to the address provided at the bottom of this Claim Form.**

Please carefully read the full notice of this Class Action Settlement (available for download at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com)) before completing and submitting this Claim Form.

**CLAIMANT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit your Claim Form by sending an e-mail to [insert KCC e-mail address where changes to contact info should be mailed]. Only one claim may be submitted per person.

You may choose to receive your settlement payment either 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 an account at the Geek, Home, Mama, or Cute e-commerce marketplaces and choose to receive your payment in “Wish Cash” on this Claim Form, you will receive your settlement payment in “Geek Cash,” “Home Cash,” “Mama Cash” or “Cute Cash” 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 (as well as Geek Cash, Home Cash, Mama Cash, or Cute Cash) may be used just like any other payment method, like a credit card, to make purchases on Wish.com’s marketplaces; 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 a Wish.com marketplace 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 the additional discount code.

\_\_\_\_\_  
FIRST NAME

\_\_\_\_\_  
LAST NAME

\_\_\_\_\_  
STREET ADDRESS

(If you choose to receive a check payment, your check will be mailed to the address you provide above.)

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

CURRENT TELEPHONE NUMBER

MOBILE NUMBER YOU RECEIVED WISH.COM TEXT(S)

EMAIL ADDRESS ASSOCIATED WITH YOUR WISH.COM ACCOUNT

(If you choose to receive payment in Wish Cash, your payment will be directly deposited into your Wish.com account associated with the e-mail address you provide above.)

USER ID CORRESPONDING TO YOUR WISH.COM ACCOUNT (optional)

(You can locate your Wish.com User ID by logging on to your Wish.com account and clicking on "Settings")

**SELECTION OF PAYMENT TYPE**

I elect to receive my payment from this settlement (choose one):

- by paper check sent to the postal address provided above;
- by Wish Cash automatically deposited into my Wish.com account associated with the e-mail address provided above plus the discount code.

*[[Only if Wish Cash box is checked, the following sentence along with the five boxes below it should all popup; if Wish Cash box is unchecked after being checked, then the following sentence and the five boxes below it should disappear.]]* If you choose Wish Cash, please select one of the following based on your account at the Wish, Geek, Home, Mama, or Cute e-commerce marketplaces:

- Wish Cash *[[If Wish Cash checked, a form field to input email address pops up here as follows: ["Email address associated with Wish account for Wish Cash deposit: \_\_[e-mail address form field]\_\_"]]*
- Geek Cash *[[If Geek Cash checked, a form field to input email address pops up here as follows: ["Email address associated with Geek account for Geek Cash deposit: \_\_[e-mail address form field]\_\_"]]*
- Home Cash *[[If Home Cash checked, a form field to input email address pops up here as follows: ["Email address associated with Home account for Home Cash deposit: \_\_[e-mail address form field]\_\_"]]*
- Mama Cash *[[If Mama Cash checked, a form field to input email address pops up here as follows: ["Email address associated with Mama account for Mama Cash deposit: \_\_[e-mail address form field]\_\_"]]*
- Cute Cash *[[If Cute Cash checked, a form field to input email address pops up here as follows: ["Email address associated with Cute account for Cute Cash deposit: \_\_[e-mail address form field]\_\_"]]*

**CLAIMANT CERTIFICATION**

By submitting this Claim Form, I certify that: (1) I received one or more text messages-from ContextLogic Inc. or text messages related to a ContextLogic Inc. e-commerce marketplace between April 6, 2014 and April 26, 2018 on the mobile telephone number I provided above, **or**

(2) I received one or more marketing text messages from ContextLogic Inc. or related to a ContextLogic Inc. e-commerce marketplace after April 26, 2018 on the mobile telephone number I provided above without my permission.

Signature: [Typed for online version]

**Agree and Submit Online**

Your claim will be submitted to the Settlement Administrator for review. Please keep a copy of your submitted Claim for your records by printing a copy of the page you are directed to after you click the “Agree and Submit Online” button above. You will also receive an e-mail confirmation sent to the e-mail address provided above.

If you would like to submit your Claim Form by mail instead, please complete all of the form fields above, click [here](#) to print a copy of your completed Claim Form, and then mail your printed Claim Form to:

KCC, LLC

[Insert KCC Mailing Address for Receiving Paper Claim Forms]

You will receive your payment by check or in Wish Cash deposited into your Wish.com account within 30 days after the Settlement’s Effective Date, as described in the Settlement Agreement and Release, which is available at [insert link to Settlement Agreement on Settlement Website]. This process takes time, please be patient. If you choose to receive Wish Cash, you will receive an e-mail when your Wish Cash has been deposited into your account.

# **Exhibit B**

## **(Short-Form Notice)**

## OFFICIAL COURT-APPROVED LEGAL NOTICE

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

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

**A Court authorized this notice.**

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

**Records indicate you may have received at least one text message after April 6, 2014 related to ContextLogic Inc. or Wish.com, and a class action settlement may affect your rights.**

**You Could Get Money From A Class Action Settlement If You Return A Claim Form.**

**Claim Forms are available at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com).**

A 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 and the lawsuit is without merit, and ContextLogic was prepared to vigorously defend all aspects of it.

**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 class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 900, Miami, FL 33131, [\[insert telephone number for Class Counsel's office\]](tel:[insert telephone number for Class Counsel's office]), [fhedin@hedinhall.com](mailto:fhedin@hedinhall.com), or by accessing the Court docket in this case. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**Who is included?** 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 market place 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.

**What are the Settlement Terms?** A Settlement Fund of \$16,000,000.00 has been established to pay all valid claims (on an "pro rata" basis, so each Settlement Class Member who submits a valid claim will receive the same payment amount), plus administrative fees, attorneys' fees and costs up to [\[insert amount\]](#), and incentive awards of up to [\\$\[insert amount\]](#) to each of the four Class Representatives. Additionally, ContextLogic will agree to implement certain practices related to text message marketing. Class Counsel estimates you will receive between [\\$\[insert amount\]](#) and [\\$\[insert amount\]](#) if you submit a Valid Claim, but the amount will depend on the number of Settlement Class Members who submit Valid Claims. Each Class Member who submits a Valid Claim will receive the same amount of money from the Settlement.

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 payment methods, like a credit card, for 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.

**How to receive payment?** To receive a cash payment, you must submit a Claim Form. Claim Forms may be submitted online at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com). If you do not want to submit a Claim Form online, you may complete and return a Claim Form by mail; click [here](#) to download and print a Claim Form to return by mail to the following address: [\[insert KCC address for receiving paper claim forms\]](#). All Claim Forms must be postmarked or submitted online by [\[insert Claims Filing Deadline\]](#).

**Exclude yourself:** If you do not want to be legally bound by the Settlement, you must exclude yourself by sending a signed written request for exclusion postmarked by [\[insert deadline\]](#) and mailed to [\[insert KCC address for requests for exclusion\]](#). If you do not exclude yourself, you will release any claims you may have against ContextLogic and its marketing affiliates,

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and you will not be able to sue ContextLogic for claims relating to Wish.com text messages you received. If you exclude yourself, you will receive no payment from the Settlement but will retain the ability to sue ContextLogic later.

**Object:** If you do not like the Settlement, you may object to it, but only if you do not exclude yourself. Any objections must be postmarked by [insert deadline]. Objections must be signed, provide the reasons for the objection, and comply with the other requirements set by the Court in its order granting preliminary approval of the Settlement, a copy of which is accessible at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com). Objections must be mailed to the addresses provided in the full Class Notice, which is available at [insert link to download full Class Notice on the Settlement Website].

**Final Approval Hearing:** The Court will hold a hearing on [insert date], at [insert time], at Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602, to consider whether to approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but you are not required to do so. For more information, please contact the Settlement Administrator by sending an e-mail to [insert KCC e-mail address] or by calling [insert KCC phone number for fielding inquiries about the Settlement], or visit the Settlement Website at [www.wishtcpasettlement.com](http://www.wishtcpasettlement.com).

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# **Exhibit C**

## **(Long-Form Notice)**

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.

Table with 2 columns: Action and Description. Rows include: SUBMIT THE CLAIM FORM BY [INSERT CLAIM FILING DEADLINE], EXCLUDE YOURSELF BY [INSERT DEADLINE], OBJECT BY [INSERT DEADLINE], ATTEND A HEARING ON [INSERT FINAL APPROVAL HEARING DATE], and DO NOTHING.

- 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 market place 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

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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 [insert KCC phone number for fielding inquiries about Settlement], contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 900, Miami, FL 33131, [insert phone number for Class Counsel’s office], [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 market place 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 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.

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 the Preliminary Approval Date, 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 market place 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 an email 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 market place 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, 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. 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 [insert KCC phone number] 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 [insert KCC address for receiving paper Claim Forms]. If you submit a valid Claim Form and your claim is approved, you will receive a payment from the Settlement. Only one claim for 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 that you received the text(s) at. 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 [insert deadline to submit claims].***

### 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 [insert amount] and [insert amount], 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 [insert date]. 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 900  
Miami, Florida 33131  
[insert telephone number]  
[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 [insert amount], and will also request a service award of up to [insert amount] for each for 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 [insert deadline to file application for a fee award and service awards].

**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, and the phone number that you contend you received the text message(s) on, and your signature. You must mail your exclusion request no later than [insert deadline] to:

[Insert Settlement Administrator address to receive requests for exclusion]

**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 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 [deadline]. You must mail your objection to the Court, Class Counsel, and Defense Counsel to 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 900 Miami, Florida 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 [insert deadline] 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 FAIRNESS 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 [insert date] 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 fairness 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 [insert phone number], by contacting Class Counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 900, Miami, FL 33131, [insert phone number for Class Counsel's office], [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.

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

**Exhibit D**  
**(Proposed Final**  
**Approval Order)**

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**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
COUNTY DEPARTMENT, CHANCERY DIVISION

IAN OLSEN; ADAM HANEY; SHARON  
MOTLEY; and MEMARY LAROCK,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

CONTEXTLOGIC INC.,

Defendant.

Case No. 2019-CH-06737

Hon. Celia G. Gamrath

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Pending before the Court is the Unopposed Motion for Judgment and Order Granting Final Approval of the Class Action (the “Motion”) of the plaintiffs Ian Olsen, Adam Haney, Sharon Motley, and Memary Larock (“Representative Plaintiffs”).

WHEREAS, on July 26, 2019, the Representative Plaintiffs and defendant ContextLogic Inc. (“Defendant”) filed a Stipulation and Agreement of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement;

WHEREAS, to the extent not otherwise defined herein, all capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement;

WHEREAS, the Settlement Agreement was entered into after extensive arm’s-length negotiation by experienced counsel and in mediation under the guidance of the Honorable Wayne R. Andersen (Ret.), JAMS;

WHEREAS, on [REDACTED], 2019, the Court issued the Preliminary Approval Order, in which the Court found that the Settlement appeared fair, reasonable, and adequate in all respects, granted preliminary approval to the Settlement, directed the Settlement Administrator to effectuate the Notice Plan by disseminating the Class Notice to Settlement Class Members and making available copies of the Long Form Notice, the Settlement Agreement, and other Settlement-related

FILED DATE: 12/16/2019 11:42 PM 2019CH06737

documents on the Settlement Website, appointed Plaintiffs as the Representative Plaintiffs, the Representative Plaintiffs' counsel as Class Counsel, and Kurtzman Carson Consultants, LLC as the Settlement Administrator; and scheduled a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable and adequate;

WHEREAS On [REDACTED], 2019, the Court held a hearing to determine whether the proposed Settlement Agreement executed by the Parties should be approved as Final by this Court, and Class Counsel and counsel for Defendant appeared at the hearing;

WHEREAS, the Court having considered the Settlement Agreement and all of the files, records, and proceedings herein, and having reviewed the pleadings and evidence filed in support of the request for final approval of the Settlement and conducted the hearing, the Court finds, and **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

**I. THE CLASS, REPRESENTATIVE PLAINTIFFS, AND CLASS COUNSEL**

1. This Final Approval Order and Judgment incorporates the Settlement Agreement and all Exhibits thereto.

2. The Court finds that it has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.

3. Based upon the record before the Court, including all submissions in support of the Settlement Agreement, objections and responses thereto, as well as the Settlement Agreement, and pursuant to 735 ILCS 5/2-801, the Settlement Class is certified, consisting of the following:

“Settlement Class” means all persons within the United States who, during the Class Period, used or subscribed to a wireless or cellular service and were sent one or more text message(s) 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 the Action; (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

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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.

4. Pursuant to 735 ILCS 5/2-801, Plaintiffs Ian Olsen, Adam Haney, Sharon Motley, and Memary Larock are hereby appointed Representative Plaintiffs (“Plaintiffs” or “Representative Plaintiffs”) and the following counsel are hereby appointed Class Counsel:

Frank S. Hedin  
David W. Hall  
Hedin Hall LLP  
1395 Brickell Avenue, Suite 900  
Miami, Florida 33131

Eugene Y. Turin  
McGuire Law, P.C.  
55 West Wacker Drive, 9th Fl.  
Chicago, Illinois 60601

5. The Court finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801, and hereby certifies the Settlement Class. The Court hereby finds, in the specific context of the Settlement, that:

(a) Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1). Joinder of these widely dispersed, numerous Settlement Class Members into one suit would be impracticable.

(b) Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2). The claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

(c) Adequacy: The Representative Plaintiffs and Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Representative Plaintiffs’ interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members. The Representative Plaintiffs will fairly and adequately represent the interests of the Settlement Class and Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that

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Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim with such representation.

(d) The Controversy is Fairly and Efficiently Adjudicated as a Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy presented in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts around the country. Thus, the class action mechanism is the most fair and efficient method to resolve this dispute.

6. The Representative Plaintiffs are Ian Olsen, Adam Haney, Sharon Motley, and Memary Larock. Based upon the Court's familiarity with the claims and parties, the Court's finding that the Representative Plaintiffs are members of the Settlement Class and will fairly and adequately represent the interests of the Settlement Class, and that Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, the Court finds that the Representative Plaintiffs and Class Counsel are appropriate representatives on behalf of the Settlement Class.

7. The Settlement Agreement was reached after extensive arm's-length negotiation by experienced counsel and in mediation under the guidance of the Honorable Wayne R. Andersen (Ret.), JAMS, consistent with and in compliance with all applicable requirements of Illinois State law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law, and in the best interests of Plaintiffs, Defendant and the Settlement Class Members.

8. The Settlement is fair, reasonable, adequate and satisfies the requirements under Illinois State law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law. Therefore, each Settlement Class Member will be bound by the Settlement Agreement, including the Release and the covenant not to sue set forth in Section 8 of the Settlement Agreement.

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9. The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was concise, clear and in plain, easily understood language and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the claims, issues and defenses of the Settlement Class, the definition of the Settlement Class certified, their right to be excluded from the Settlement Class, their right to object to the proposed Settlement, their right to appear at the Final Approval Hearing, through counsel if desired, and the binding effect of a judgment on Settlement Class Members; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of Illinois law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law.

10. The Court finds that those individuals identified in Exhibit **A** have excluded themselves from the Settlement, are not bound by the Settlement Agreement, and are therefore excluded from the Settlement Class.

11. The terms of the Settlement Agreement and this Final Approval Order and Judgment are binding on the Representative Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns.

12. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have *res judicata*, collateral estoppel and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses which were asserted in the Action.

13. The Representative Plaintiffs, Defendants, and their respective counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions.

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14. All claims against Defendants asserted in this Action, are hereby dismissed on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and set forth herein and any other order issued by the Court awarding a Fee Award and Service Awards.

15. The releases set forth in Section 8 of the Settlement Agreement are incorporated by reference and provides, inter alia, that for and in consideration of the Settlement Shares, the Released Claims, and the mutual promises contained in the Settlement Agreement, Representative Plaintiffs and the Settlement Class Members, on behalf of themselves and their respective assigns, heirs, executors, administrators, successors, and agents, and representatives, fully and finally release, as of the date the Final Approval Order and Judgment becomes Final, Defendant, its counsel, and the other Released Parties from any and all claims, liabilities, demands, causes of action, or lawsuits of the Releasing Parties, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the Action or the California Cases relating in any way to text messages by, from, and/or on behalf of ContextLogic, including but not limited to claims for any alleged TCPA violation or any other telephone or telemarketing-related federal, state or local law, regulation or ordinance, and claims that in any way relate to automated text messages (*e.g.*, those made using an ATDS and/or artificial or prerecorded voice, those made in alleged violation of the National Do Not Call Registry or similar state law registries, and/or those that constituted a purported invasion of privacy).

16. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, the certification of the Settlement Class shall be void, and Plaintiffs and Defendant shall be deemed to have reserved all of their rights as set forth in the Settlement Agreement, including but not limited to the issues related to all claims, defenses, and issues under 735 ILCS 5/2-801.

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## II. THE SETTLEMENT FUND

17. The Court approves the establishment of the Settlement Fund as set forth in the Settlement Agreement.

18. Pursuant to the Settlement Agreement, Defendant shall deposit a total of sixteen million and 00/100 dollars (\$16,000,000.00) into the Settlement Fund within ten (10) business days from the entry of this Final Approval Order and Judgment, as per the terms of the Settlement Agreement. The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class, Class Counsel, and Class Representatives and will be disbursed to the Settlement Class, Class Counsel, and Class Representatives by the Settlement Administrator pursuant to the terms of the Settlement Agreement and as set forth herein. All of the monies deposited by Defendant into the Settlement Fund shall be placed in an interest-bearing escrow account established and maintained by the Settlement Administrator pursuant to the terms of the Settlement Agreement. The interest generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the Settlement Fund. Defendant shall make deposits into the Settlement Fund in accordance with the following schedule and pursuant to the terms of the Settlement Agreement:

a. To the extent that additional Settlement Administration Costs are incurred after in excess of the initial payment of \$250,000 previously disbursed by Defendant to the Settlement Administrator prior to the Effective Date, the Settlement Administrator will bill, and Defendant shall pay, such additional costs. For any additional costs of Settlement Administration that are paid by Defendant, Defendant shall receive a credit against the amounts required to be paid into the Settlement Fund.

b. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defendant (via their counsel) and Class Counsel, and pursuant to the terms of the Settlement Agreement.

19. The Settlement Fund constitutes Defendant's exclusive payment obligation under the Settlement Agreement and will be used to pay: (a) Settlement Shares paid to Settlement Class

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Members, as prescribed by the Settlement Agreement and pursuant to the timetable set forth in the Settlement Agreement; (b) the Fee Award to Class Counsel, as set forth herein and pursuant to the timetable set forth in the Settlement Agreement; and (c) Service Awards to the Class Representatives, as set forth herein and pursuant to the timetable set forth in the Settlement Agreement; (d) Settlement Administration Costs, including costs of notice, pursuant to the timetable set forth in the Settlement Agreement. No portion of the Settlement Fund will be returned to Defendant, except as provided in Section 11 (“Termination of the Agreement”) of the Settlement Agreement.

20. Any distribution of the Settlement Fund to the Settlement Class or any other person, shall be made by the Settlement Administrator and shall commence only after the Effective Date, pursuant to the terms of the Settlement Agreement. The Settlement Administrator shall pay the Aggregate Fees, Costs, and Expenses from the Settlement Fund prior to any distribution of Settlement Shares to the Settlement Class, as set forth herein and pursuant to the terms of the Settlement Agreement. The remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the provisions of the Settlement Agreement and as set forth herein.

21. Within the time period and manner set forth in the Settlement Agreement, and after the Fee Award to Class Counsel, all Service Awards paid to the Representative Plaintiffs, and all Settlement Administration Expenses have been paid out of the Settlement Fund, the Settlement Administrator shall calculate the pro rata Settlement Share Amount of the remaining Settlement Funds that each of the Class Members who submitted a valid Claim Form is entitled to receive, and the Settlement Administrator will disburse payments to such Class Members in the manner and pursuant to the timetable set forth in the Settlement Agreement.

22. The Court hereby approves the Representative Plaintiffs’ application for Service Awards. The Court finds that the Representative Plaintiffs have devoted substantial time, effort, and risk in undertaking their responsibilities as representatives of the Settlement Class. The Settlement Administrator shall pay each of the Representative Plaintiffs the amount of \$ [REDACTED] as a reasonable Service Award, in the manner specified in the Settlement

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Agreement. The Service Awards to the Representative Plaintiffs shall be paid out of the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

23. The Court hereby approves Class Counsel's Fee and Cost Application. The Court finds that Class Counsel incurred substantial time and advanced significant expenses in prosecuting this litigation on behalf of the Settlement Class. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Settlement Class by obtaining the Defendant's agreement to make significant funds available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, litigation, and settlement negotiations; (c) Class Counsel prosecuted the Settlement Class's claims on a purely contingent basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation to achieve a valuable settlement for the Settlement Class, in spite of the Defendant's potentially meritorious legal defenses and its highly experienced and capable counsel; (e) the Class Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, and Class Counsel filed with the Court and posted on the Settlement Website their Fee and Cost Application in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request. The Settlement Administrator shall pay Class Counsel the amount of \$ [REDACTED] as a reasonable Fee Award, inclusive of the award of reasonable costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. The Fee Award to Class Counsel shall be paid out of the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

24. If the Effective Date does not occur, no payments or distributions of any kind shall be made, other than payments to the Settlement Administrator for services rendered and costs incurred.

25. The Court finds that the Settlement Fund is a "qualified settlement fund" as defined in Section 1.468B-1 of the Treasury Regulations in that it satisfies each of the following

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requirements:

(a) The escrow account for the Settlement Fund is established pursuant to this Order and is subject to the continuing jurisdiction of this Court;

(b) The escrow account for the Settlement Fund is established to resolve or satisfy one or more Approved Claims that have resulted or may result from an event that has occurred and that has given rise to at least one Approved Claim asserting liability arising out of an alleged violation of law; and

(c) The assets of the escrow account for the Settlement Fund shall be the only assets in the escrow account of the Defendant, the transferors of the payment to the Settlement Fund.

26. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The escrow account for the Settlement Fund meets the requirements of paragraphs 25(b) and 25(c) of this Order prior to the date of this Order approving the establishment of the Settlement Fund subject to the continued jurisdiction of this Court; and

(b) Defendant and the Settlement Administrator may jointly elect to treat the escrow account for the Settlement Fund as coming into existence as a “qualified settlement fund” on the later of the date the escrow account for the Settlement Fund met the requirements of paragraph 25 of this Order or January 1 of the calendar year in which all of the requirements of paragraph 25 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the escrow account on that date.

### **III. RESPONSIBILITIES OF SETTLEMENT ADMINISTRATOR**

27. The Court appoints Kurtzman Carson Consultants, LLC as the Settlement Administrator. The responsibilities of the Settlement Administrator in effectuating the remainder of the Settlement shall include the following: (a) obtaining complete address information for Settlement Class Members (where possible) and new addresses for returned e-mails and mail; (b) establishing and maintaining a Settlement Website, from which Settlement Class Members can access copies of the Complaint, the Settlement Agreement, the Short Form Notice, the Long Form

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Notice, Class Counsel's Fee and Cost Application and an application for Services Awards, the Preliminary Approval Order, this Final Approval Order and other important documents and information about the Settlement; (c) establishing and maintaining a toll-free telephone number and fielding telephone inquiries about the Settlement; (d) reviewing, processing and approving Claims; (e) acting as a liaison between Settlement Class Members and the Parties; (f) directing the mailing of Benefit Checks to Settlement Class Members and overseeing and facilitating the depositing of Wish Benefits to the Wish.com accounts of Settlement Class Members; (g) disbursing the Fee Award to Class Counsel and the Service Awards to Class Representatives; and (h) performing any other tasks reasonably required to effectuate the Settlement.

**V. OTHER PROVISIONS**

28. Any information received by the Settlement Administrator in connection with the Settlement Class that pertains to a particular Settlement Class Member, or information submitted in conjunction with a Request for Exclusion (other than the identity of the entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Defendant's Counsel, and the Court, or as otherwise provided in the Settlement Agreement.

29. If the Settlement does not become effective, the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated, voided and treated as if never filed, and the parties will retain and reserve all positions with respect to the litigation, and the litigation shall proceed as if no settlement had been reached.

30. The Court finds that Defendant has made no admissions of liability or wrongdoing of any kind associated with the alleged claims in the operative Complaint. Defendant has made no admission of liability or wrongdoing regarding each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Defendant that the Action is properly brought on a class or representative basis, or that class(es) may be certified, other than for settlement purposes. The

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Court further finds that the Settlement of the Action, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

31. Without affecting the finality of the Final Approval Order and Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the administration and enforcement of the Settlement Agreement. Any disputes or controversies arising with respect to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights, as set forth above and in the Settlement Agreement.

32. The Court finds that there is no just reason to delay, and therefore directs the Clerk of Court to enter this Final Approval Order and Judgment as the judgment of the Court forthwith.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Celia G. Gamrath  
Circuit Court Judge

**Exhibit E**  
**(Proposed Preliminary**  
**Approval Order)**

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
COUNTY DEPARTMENT, CHANCERY DIVISION

IAN OLSEN; ADAM HANEY; SHARON  
MOTLEY; and MEMARY LAROCK,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

CONTEXTLOGIC INC.,

Defendant.

Case No. 2019-CH-06737

Hon. Celia G. Gamrath

**ORDER GRANTING PRELIMINARY  
APPROVAL OF STIPULATION AND  
SETTLEMENT AGREEMENT,  
CONDITIONAL CLASS  
CERTIFICATION, NOTICE TO  
SETTLEMENT CLASS MEMBERS  
AND ENTRY OF SCHEDULING  
ORDER**

## INTRODUCTION

Pending is the Unopposed Motion for Preliminary Approval of Stipulation and Agreement of Settlement, Conditional Class Certification, Notice to Class Members and Entry of Scheduling Order (the “Motion”) of plaintiffs Ian Olsen, Adam Haney, Sharon Motley, and Memaary Larock. For the reasons stated herein, the Court grants Plaintiffs’ Motion, conditionally certifies the class for settlement purposes only, preliminarily approves the Stipulation of Settlement, and enters the schedule set forth below for notice to Settlement Class Members, exclusion and opt-out deadlines, and for a final approval hearing.

**WHEREAS**, on July 26, 2019, the parties filed a Stipulation and Agreement of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement and release of certain claims against ContextLogic Inc. (“Defendant”). The Settlement Agreement was entered into only after extensive arm’s-length negotiation by experienced counsel and in mediation under the guidance of the Honorable Wayne R. Andersen (Ret.), JAMS;

**WHEREAS**, the Court having considered the Settlement Agreement (which defines the capitalized terms used herein) and all of the files, records, and proceedings herein, and it appearing to the Court that upon preliminary examination that the Settlement appears fair, reasonable and adequate, and that a hearing should and will be held after Class Notice to the Settlement Class to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether a Judgment approving the Settlement and an Order dismissing the Action based upon the Settlement be entered;

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

**I. THE CLASS, REPRESENTATIVE PLAINTIFFS, AND CLASS COUNSEL**

1. For purposes of settlement only, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.

2. Pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the Settlement Class is preliminarily certified, consisting of the following:

“Settlement Class” means all persons within the United States who, during the Class Period, used or subscribed to a wireless or cellular service and were sent one or more text message(s) 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 the Action; (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.

3. Pursuant to 735 ILCS 5/2-801, and for settlement purposes only, Plaintiffs Ian Olsen, Adam Haney, Sharon Motley, and Mema Larock are hereby appointed Representative Plaintiffs (“Plaintiffs” or “Representative Plaintiffs”) and the following counsel are hereby appointed Class Counsel:

Frank S. Hedin  
Hedin Hall LLP  
1395 Brickell Avenue, Suite 900  
Miami, Florida 33131

4. The Court preliminarily finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801, and hereby certifies the Settlement Class for settlement purposes only. The Court hereby preliminarily finds, in the specific context of the Class Settlement, that:

(a) Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1). Joinder of these widely dispersed, numerous Settlement Class Members into one suit would be impracticable.

(b) Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2). The claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

(c) Adequacy: The Representative Plaintiffs and Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Representative Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members. The Representative Plaintiffs will fairly and adequately represent the interests of the Settlement Class and Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim with such representation.

(d) The Controversy is Fairly and Efficiently Adjudicated as a Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy presented in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts around the country. Thus, the class action mechanism is the most fair and efficient method to resolve this dispute.

5. The Representative Plaintiffs are Ian Olsen, Adam Haney, Sharon Motley, and Memary Larock. Based upon the Court's familiarity with the claims and parties, the Court's finding that the Representative Plaintiffs are members of the Settlement Class and will fairly and adequately represent the interests of the Settlement Class, and that Class Counsel at Hedin Hall LLP is qualified, experienced, and well-equipped to conduct this litigation, the Court preliminarily finds that the Representative Plaintiffs and Class Counsel are appropriate representatives on behalf of the Settlement Class.

6. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, the certification of the Settlement Class shall be void, and Plaintiffs and Defendant shall be deemed to have reserved all of their rights as set forth in the Settlement Agreement, including but not limited to the issues related to all claims, defenses, and issues under 735 ILCS 5/2-801.

## **II. THE SETTLEMENT FUND**

7. Pursuant to the Settlement Agreement, Defendant shall deposit a total of sixteen million and 00/100 dollars (\$16,000,000.00) into the Settlement Fund within ten (10) business days after the Court enters the Final Approval Order and Judgment, as per the terms of the Settlement Agreement. The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class and Class Counsel and will be disbursed to the Settlement Class and Class Counsel by the Settlement Administrator pursuant to the terms of the Settlement Agreement and as set forth herein. All of the monies deposited by Defendant into the Settlement Fund will be placed in an interest bearing escrow account established and maintained by the Settlement Administrator. The interest generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the Settlement Fund. Defendant shall make deposits into the Settlement Fund in accordance with the following schedule:

a. Within fifteen (15) days of the entry of the Preliminary Approval Order, Defendant will disburse to the Settlement Administrator two hundred fifty thousand dollars (\$250,000) of the Settlement Fund to be used by the Settlement Administrator for preliminary Settlement Administration Costs, including the costs to complete the Class Notice Plan, establish and maintain the Settlement Website, establish and maintain a toll-free number for questions by class members, as well as any other initial administration costs to the Parties. To the extent that additional Settlement Administration Costs are incurred after this initial payment, but before the Effective Date, the Settlement Administrator will bill, and Defendant shall pay, such additional costs. For any additional costs of Settlement Administration that are paid by Defendant, Defendant shall receive a credit against the amounts required to be paid into the Settlement Fund.

b. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defendant (via their counsel) and Class Counsel.

c. Defendant will disburse to the Settlement Administrator the remainder of the Settlement Fund within ten (10) business days after the Court enters the Final Approval Order and Judgment.

8. The Settlement Fund will constitute Defendant's exclusive payment obligation under the Settlement Agreement and will be used to pay: (a) Settlement Shares paid to Settlement Class Members, as prescribed by the Settlement Agreement; (b) any Fee Award to Class Counsel, as awarded by the Court; and (c) any Service Awards to the Class Representatives, as awarded by the Court; (d) Settlement Administration Costs, including costs of notice. No portion of the Settlement Fund will be returned to Defendant, except as provided in Section 11 ("Termination of the Agreement") of the Settlement Agreement.

9. Any distribution of the Settlement Fund to the Settlement Class or any other person, other than the Settlement Administrator pursuant to the terms hereof, shall be made by the Settlement Administrator and shall commence only after the Effective Date. The Aggregate Fees, Costs, and Expenses shall be paid from the Settlement Fund prior to any distribution of Settlement Shares to the Settlement Class. The remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the provisions of the Settlement Agreement and as set forth herein.

10. If the Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made, other than payments to the Settlement Administrator for services rendered and costs incurred.

11. The Court finds that the Settlement Fund is a "qualified settlement fund" as defined in Section 1.468B-1 of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The escrow account for the Settlement Fund is established pursuant to this Order and is subject to the continuing jurisdiction of this Court;

(b) The escrow account for the Settlement Fund is established to resolve or satisfy one or more Approved Claims that have resulted or may result from an event that has occurred and that has given rise to at least one Approved Claim asserting liability arising out of an alleged violation of law; and

(c) The assets of the escrow account for the Settlement Fund shall be the only assets in the escrow account of the Defendant, the transferors of the payment to the Settlement Fund.

12. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The escrow account for the Settlement Fund meets the requirements of paragraphs 12(b) and 12(c) of this Order prior to the date of this Order approving the establishment of the Settlement Fund subject to the continued jurisdiction of this Court; and

(b) Defendant and the Settlement Administrator may jointly elect to treat the escrow account for the Settlement Fund as coming into existence as a “qualified settlement fund” on the later of the date the escrow account for the Settlement Fund met the requirements of paragraph 12 of this Order or January 1 of the calendar year in which all of the requirements of paragraph 12 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the escrow account on that date.

### **III. NOTICE TO SETTLEMENT CLASS MEMBERS**

13. The Court has considered the proposed Exhibits B and C attached to the Settlement Agreement and finds that the form, content, and manner of notice proposed by the parties and approved herein meet the requirements of due process and applicable law, are the best notice practicable under the circumstance, constitute sufficient notice to all persons and entities entitled

to notice, and satisfy the Constitutional requirements of notice. The Court approves the notices in all respects, including the proposed forms of notice and the notice provisions of the Settlement Agreement, and orders that notice be given in substantial conformity therewith. The costs of disseminating the Class Notice shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

14. All costs of providing the Class Notice as provided herein, including the costs of identifying address information for Settlement Class Members and the costs of printing, web hosting and/or disseminating the Class Notice, shall be paid for out of the Settlement Fund, subject to the terms hereof. In the event that the Settlement Agreement is terminated pursuant to its terms, Defendant shall bear any costs of providing Class Notice already incurred.

15. The Court hereby approves the form, content and requirements of the Class Notices annexed to the Settlement Agreement as Exhibits B and C and the procedure for notice set forth under Section 6 in the Settlement Agreement.

16. The Court hereby finds that compliance with the procedures in Section 6 of the Settlement Agreement is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the United States Constitution, and any other applicable law, rule and/or regulation.

#### **IV. CONFIDENTIALITY**

17. Any information received by the Settlement Administrator in connection with the Settlement Class that pertains to a particular Settlement Class Member, or information submitted in conjunction with a Request for Exclusion (other than the identity of the entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Defendant's Counsel, and the Court, or as otherwise provided in the Settlement Agreement.

**V. REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS AND OBJECTIONS TO THE SETTLEMENT**

18. Settlement Class Members who wish to be excluded from Settlement Class shall mail a written Request for Exclusion to the Settlement Administrator, so that it is postmarked no later than forty-five (45) days after the Notice Date (the “Opt-Out Deadline”), and shall clearly state the following: the name, address, telephone number, of the individual or entity who wishes to be excluded from the Settlement Class, and provide all such information as may be required by the Settlement Agreement or requested by the Settlement Administrator.

19. Any objection any Settlement Class Member wishes to make to the Settlement must be in writing and mailed to Class Counsel, Defense Counsel, and the Clerk of the Court at the addresses set forth in the Class Notice, postmarked no later than forty-five (45) days after the Notice Date (the “Objection Deadline”), shall contain a caption or title that identifies it as “Objection to Class Settlement in *Olsen, et al. v. ContextLogic Inc.*, No. 2019CH06737” and also shall contain the following information: (i) the objector’s name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector or any other person otherwise assisting the objector or who otherwise stands to potentially benefit financially with respect to such objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Settlement Class Member, including the date(s) and telephone number(s) at which he or she received one or more text message(s) covered by this Settlement; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and/or the objector’s attorney or any other person assisting with such objection (if applicable) has objected to a proposed class action settlement in the past five (5) years.

**VI. APPOINTMENT OF SETTLEMENT ADMINISTRATOR**

20. The Court appoints Kurtzman Carson Consultants, LLC as the Settlement Administrator. Responsibilities of the Settlement Administrator shall include the following: (a) completing Class Notice, as provided in Section 6 of the Settlement Agreement; (b) obtaining

complete address information for Settlement Class Members (where possible) and new addresses for returned e-mails and mail; (c) establishing and maintaining a Settlement Website, from which Settlement Class Members can access copies of the Complaint, the Settlement Agreement, the Short Form Notice, the Long Form Notice, Class Counsel's Fee and Cost Application and an application for Services Awards, this Preliminary Approval Order and other important documents and information about the Settlement; (d) establishing and maintaining a toll-free telephone number and fielding telephone inquiries about the Settlement; (e) reviewing, processing and approving Claims; (f) acting as a liaison between Settlement Class Members and the Parties; (g) directing the mailing of Benefit Checks to Settlement Class Members and overseeing and facilitating the depositing of Wish Benefits to the Wish.com accounts of Settlement Class Members; (h) providing copies of any requests for exclusion that are received to Defendant's and Class Counsel as they are received; (i) preparing and providing a declaration to Defendant's counsel and Class Counsel, no later than seven (7) calendar days prior to the Final Approval Hearing, that will attest to the compliance with the provisions of the Settlement Agreement related to Class Notice and list each Settlement Class Member who timely and validly opted out of the Settlement; and (j) performing any other tasks reasonably required to effectuate the Settlement.

## **VII. FINAL APPROVAL HEARING AND SCHEDULE**

21. A hearing (the "Final Approval Hearing") is hereby scheduled to be held before the Court no earlier than ninety (90) days from the date of entry of the Preliminary Approval Order.

22. The Final Approval Hearing is hereby scheduled to be held before the Court for the following purposes:

(a) to determine whether the applicable prerequisites for settlement of a class action under 735 ILCS 5/2-801 are met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether any objections to the Settlement should be overruled;

(d) to determine whether the Attorneys' Fees and Costs requested by Class Counsel and Incentive Awards to the Representative Plaintiffs should be approved, and whether a Judgment finally approving the Settlement should be entered;

(e) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(f) to rule upon such other matters as the Court may deem appropriate.

23. Class Counsel shall file a motion for final approval of the Settlement, and respond to any objections to the Settlement, no later than ten days (10) before the Final Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Judgment approving the Settlement Agreement and an Order dismissing the Action in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

24. No later than seven (7) calendar days prior to the Final Approval Hearing, the Settlement Administrator will file with the Court and serve both Class Counsel and Defendant's Counsel a declaration stating that the Class Notice required by the Settlement Agreement has been completed in accordance with the terms of this Preliminary Approval Order.

25. On or before twenty (20) days prior to the Opt-Out Deadline and Objection Deadline, Class Counsel shall file and serve (i) a Fee and Cost Application; and (ii) any application for a Service Awards to the Representative Plaintiffs. For clarity, the deadlines the parties shall adhere to are as follows:

Class Notice Mailed (and emailed where email addresses are available) by: \_\_\_\_\_, 2019 (the "Notice Date") (*within 30 days after entry of Preliminary Approval Order*)

Class Counsels' Fee and Cost Application by \_\_\_\_\_, 2019 (*no later than 20 days prior to the Opt-Out Deadline and Objection Deadline*)

Objection/Opt-Out Deadline: \_\_\_\_\_, 2019 (*45 days from the Notice Date*)

Final Approval Submissions: \_\_\_\_\_, 2019 (*10 days prior to Final Approval Hearing*)

Final Approval Hearing: \_\_\_\_\_, 2019 (*at least 90 days after the Preliminary Approval Date*)

26. Pending final determination of whether the Settlement should be approved, the Plaintiffs and/or Defendant shall cooperate in seeking orders that no Settlement Class Member (either directly, in a representative capacity, or in any other capacity), and anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts Released Claims against the Defendant or other Released Parties.

27. If a Settlement Class Member wants to appear at the Final Approval Hearing and be heard with respect to objecting to the Settlement, that person or entity must file with the Court and serve on Class Counsel and Defendant's Counsel a written notice of the intention to appear at the Final Approval Hearing and object. Such written statement and notice must be submitted to the Court either by mailing them to the Clerk of Court, or by filing them in person at the courthouse, and post marked no later than forty-five (45) days after the Notice Date. Settlement Class Members who fail to file timely written objections in the manner specified above by the Objection Date shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Settlement Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. If a Settlement Class Member hires an attorney to represent him or her, at the Settlement Class Member's own expense, that attorney must file a notice of appearance with the clerk of the Court on or before the Objection Deadline.

#### **VIII. OTHER PROVISIONS**

28. If the Settlement does not become effective, the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the

Settlement Class shall be automatically vacated, voided and treated as if never filed, and the parties will retain and reserve all positions with respect to the litigation, and the litigation shall proceed as if no settlement had been reached.

29. The Court finds that Defendant has made no admissions of liability or wrongdoing of any kind associated with the alleged claims in the operative Complaint. Defendant has made no admission of liability or wrongdoing regarding each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Defendant that the Action is properly brought on a class or representative basis, or that class(es) may be certified, other than for settlement purposes. The Court further finds that the Settlement of the Action, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

30. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

DATED: July \_\_, 2019

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Hon. Celia G. Gamrath  
Circuit Judge