

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

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12/16/2019 11:42 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
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CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

IAN OLSEN; ADAM HANEY; SHARON
MOTLEY; and MEMARY LAROCK,

Plaintiffs,

vs.

CONTEXTLOGIC INC.,

Defendant.

Case No. 2019-CH-06737

CLASS ACTION

**DECLARATION OF CARLA PEAK RE:
IMPLEMENTATION OF SETTLEMENT
NOTICE PLAN**

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

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I, Carla Peak declare and state as follows:

1. I am the Vice President of Legal Notification Services at KCC Class Action Services, LLC (“KCC”), located at 3301 Kerner Blvd, San Rafael, CA 94901. I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

2. KCC was chosen by the parties and approved by the Court to implement the settlement notice program (the “Notice Plan”). Details about the Notice Plan, along with KCC’s experience, were included with my prior declaration, Declaration of Carla Peak in Support of Notice Plan, submitted at preliminary approval.

CLASS LIST

3. On October 3, 2019 KCC received from the Defendant a list of records identified as the Class List. The Class List included names, addresses, and e-mail addresses. KCC formatted the list for mailing purposes, removed duplicate records, and processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”). KCC updated its proprietary database with the Class List.

E-MAILING AND MAILING OF THE NOTICE PACKET

4. Starting on October 21, 2019 and ending on October 24, 2019, KCC sent the Email Notice to each of the unique email addresses found in the data that were considered to be Valid. A true and correct copy of the Email Notice is attached hereto as Exhibit A.

5. After sending the Email Notice to each unique email address on the Class List, KCC resent the Email Notice to each email address to which an initial Email Notice was returned as undeliverable.

6. On October 24, 2019, KCC caused the Summary Notice Postcard to be printed and mailed to each of the unique names and mailing addresses of potential Class Members for which no corresponding email address was available on the Class List. KCC subsequently caused Summary Notice Postcards to be re-mailed to all of the forwarding addresses supplied by the USPS

1 that were received after the initial mailing of the Summary Postcard Notice. A true and correct
2 copy of the Notice Packet is attached hereto as Exhibit B. As a result of these efforts, KCC believes
3 the Email Notice and the Summary Postcard Notice reached 90% of potential Class Members.
4

5 **SETTLEMENT WEBSITE**

6 7. On or about October 21, 2019, KCC established a website at
7 www.wishtcpasettlement.com dedicated to this matter to provide information to the Class Members
8 and to answer frequently asked questions. The website URL was set forth in the Long Form Notice,
9 Summary Notice Postcard, Email Notice, and Claim Form. Visitors of the website can download
10 copies of the Long Form Notice, Spanish Long Form Notice, Claim Form, and other case-related
11 documents. Visitors can also submit claims online. True and correct copies of the Long Form
12 Notice, Spanish Long Form Notice, and Claim Form are attached hereto as Exhibits C, D, and E.
13 As of date of this declaration, the website has received 192,387 visits.
14

15 **TELEPHONE HOTLINE**

16 8. KCC established and continues to maintain a toll-free telephone number 855-445-
17 9441 for potential Class Members to call and obtain information about the Settlement, request a
18 Notice Packet. The telephone hotline became operational on October 21, 2019 and is accessible
19 24 hours a day, 7 days a week. As of date of this declaration, KCC has received a total of 8,777
20 calls to the telephone hotline.
21

22 **CLAIM FORMS**

23 9. The postmark deadline for Class Members to file claims in this matter is February
24 25, 2020. To date, KCC has received 65,797 timely-filed claim forms, of which 62,264 reflect
25 requests for payment by check, 3,416 reflect requests for payment in Wish Cash, and 117 are
26 recently received paper forms whose data has not yet been entered into our system.
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28 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

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10. The Notice informs Class Members that requests for exclusion from the Class must be postmarked no later than December 9, 2019. As of the date of this declaration, KCC has received 99 requests for exclusion, 92 of which were submitted by the same law firm, Lemberg Law. A list of the Class Members requesting to be excluded is attached hereto as Exhibit F.

OBJECTIONS TO THE SETTLEMENT

11. The postmark deadline for Class Members to object to the settlement was December 9, 2019. As of the date of this declaration, KCC has received no objections to the settlement.

CONCLUSION

In my opinion, the results achieved by the Notice Program that KCC executed in this case are consistent with or exceed other effective settlement notice programs. It was the best notice practicable and met the standard set forth in *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 16, 2019 at Sellersville, Pennsylvania.



Carla Peak

Exhibit A

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.wishtcpsettlement.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.wishtcpsettlement.com, by contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, fhedin@hedinhall.com, 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 a "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 40% of the Settlement Fund, and incentive awards of up to \$5,000.00 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 \$45.00 and \$50.00 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. 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: *Olsen v. ContextLogic* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43497, Providence, RI 02940-3497. **All Claim Forms must be postmarked or submitted online by February 25, 2020.**

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 December 9, 2019 and mailed to *Olsen v. ContextLogic* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43497, Providence, RI 02940-3497. If you do not exclude yourself, you will release any claims you may have against ContextLogic and its marketing affiliates, 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 December 9, 2019. 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. Objections must be mailed to the addresses provided in the full Class Notice, which is available at www.wishtcpasettlement.com.

Final Approval Hearing: The Court will hold a hearing on January 7, 2020, at 10:00 a.m., 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 admin@wishtcpasettlement.com or by calling 1-855-445-9441, or visit the Settlement Website at www.wishtcpasettlement.com.

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Exhibit B

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

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**

<<Barcode>>

Postal Service: Please Do Not Mark Barcode

C3O-<<ClaimID>> -<<MailRec>>

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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A settlement has been reached in a class action lawsuit alleging 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.

Who is included? The Settlement includes all persons within the United States who, after April 6, 2014, used or subscribed to a wireless or cellular service and were sent one or more text message(s) from ContextLogic Inc. or text messages related to a ContextLogic Inc. e-commerce marketplace promoting the sale of goods or services by ContextLogic Inc. or an affiliate, subsidiary, or agent of ContextLogic Inc., except for persons who consented to receive marketing text messages after April 26, 2018 and then received their first marketing text message from ContextLogic after that date (“Class Members”).

What are the Settlement Terms? A \$16 million Settlement Fund has been established to pay all valid claims submitted by Class Members, administrative fees, attorneys’ fees and costs up to 40% of the Settlement Fund, and incentive awards of up to \$5,000.00 each to the four Class Representatives. ContextLogic will also implement certain practices related to text message marketing. Payment amounts are estimated to be between \$45.00 and \$50.00. Actual payment amounts may vary and will be based on the total number of valid Claims received. All Class Members who submit Valid Claims will receive the same payment amount.

How to receive payment? To receive a cash payment, you must submit a Claim Form. Claim Forms may be submitted online or printed from the website and mailed to the address on the form. Claim Forms must be postmarked or submitted online by **February 25, 2020**. You may choose to receive your settlement payment by check or in the form of “Wish Cash” (or corresponding in-app currency—“Geek Cash,” “Home Cash,” “Mama Cash” or “Cute Cash”). 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.

Your other options. If you do nothing, you will not receive a payment from this Settlement and you will release any claims you may have against ContextLogic and its marketing affiliates. If you do not want to be legally bound by the Settlement or receive a payment from it, you must exclude yourself by **December 9, 2019**. Unless you exclude yourself, you will not be able to sue or continue to sue ContextLogic or its marketing affiliates for claims relating to Wish.com text messages you received or claims released by the Settlement Agreement. If you stay in the Settlement (do not exclude yourself), you may object to it by **December 9, 2019**. Complete details about all of your rights, including how to exercise them, are available at www.wishtcpasettlement.com.

Final Approval Hearing: The Court will hold a hearing on January 7, 2020, at 10:00 a.m., 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.

Want More Information? Contact the Settlement Administrator by sending an e-mail to admin@wishtcpasettlement.com or by calling 1-855-445-9441, or visit the Settlement Website at www.wishtcpasettlement.com.

Exhibit C

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 FEBRUARY 25, 2020; EXCLUDE YOURSELF BY DECEMBER 9, 2019; OBJECT BY DECEMBER 9, 2019; ATTEND A HEARING ON JANUARY 7, 2020; DO NOTHING.

- A proposed Settlement has been reached in a class action lawsuit called Olsen, et al. v. ContextLogic Inc.
The Settlement Class includes all persons within the United States who, after April 6, 2014, used or subscribed to a wireless or cellular service...
If the Court approves the Settlement, you may be eligible to receive a payment by submitting a Claim Form.

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.

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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, by contacting the Settlement Administrator at 1-855-445-9441, contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, fhedin@hedinhall.com, or by accessing the Court docket in this case in person at the Clerk's office at the following address: Daley Center, 50 W. Washington St., Chicago, IL 60602.

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

2. What is a class action lawsuit?

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

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

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

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

More information about the complaint in the lawsuit and the Defendant's answer can be found in the "Court Documents" section of the Settlement website at www.wishtcpasettlement.com.

4. Why is there a Settlement?

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

WHO'S INCLUDED IN THE SETTLEMENT?

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

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

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

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

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

6. What were the allegedly unsolicited text messages about?

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

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

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

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

HOW TO GET BENEFITS

8. How do I make a claim?

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

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

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

9. How much will payment be?

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

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

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

10. When will I get my payment?

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

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

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

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

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

12. Should I get my own lawyer?

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

13. How will the lawyers be paid?

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

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

YOUR RIGHTS AND OPTIONS

14. What happens if I do nothing?

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

15. What happens if I ask to be excluded?

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

16. How do I ask to be excluded?

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

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

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

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

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

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

19. How do I object to the Settlement?

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

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

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

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

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

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

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

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

THE COURT’S FINAL APPROVAL HEARING

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

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

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, by contacting the Settlement Administrator at 1-855-445-9441, by contacting Class Counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, fhedin@hedinhall.com, 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.

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

Exhibit D

AVISO LEGAL OFICIAL APROBADO POR EL TRIBUNAL

Olsen, et al. v. ContextLogic Inc.

Tribunal de Circuito del Condado de Cook, Illinois, caso n.º 2019CH06737

Si después del 6 de abril de 2014 ha recibido al menos un mensaje de texto relacionado con ContextLogic Inc. o Wish.com, podría recibir un pago en efectivo procedente de una demanda colectiva.

Un Tribunal autorizó este aviso.

A usted no se le ha demandado. No es una oferta de representación por parte de un abogado.

| SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO | |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENVÍE EL FORMULARIO DE RECLAMACIÓN NO MÁS TARDE DEL 25 DE FEBRERO DE 2020 | Es la única manera de recibir un pago. Al participar en el Acuerdo, estará obligado por los términos del Acuerdo de Resolución y renunciará a ciertos derechos. |
| EXCLUIRSE NO MÁS TARDE DEL 9 DE DICIEMBRE DE 2019 | No obtendrá ningún pago, pero conservará los derechos que tiene en la actualidad para demandar a ContextLogic por los asuntos de este caso. Su solicitud de exclusión debe tener un matasellos del 9 de diciembre de 2019 a más tardar. |
| OBJETAR NO MÁS TARDE DEL 9 DE DICIEMBRE DE 2019 | Escriba al Tribunal e indique por qué no le agrada el Acuerdo. Su objeción debe tener un matasellos del 9 de diciembre de 2019 a más tardar. |
| COMPARECER ANTE UNA AUDIENCIA EL 7 DE ENERO DE 2020 | Solicite hablar en el Tribunal acerca de la equidad del Acuerdo. |
| NO HACER NADA | No obtendrá una porción de los beneficios del Acuerdo y renunciará a sus derechos para demandar a ContextLogic por los asuntos de este caso. |

- Se alcanzó un Acuerdo propuesto en una demanda colectiva denominada *Olsen, et al. v. ContextLogic Inc.* En la demanda se alega que los mensajes de texto que envió ContextLogic infringieron la Ley de Protección al Usuario de Servicios Telefónicos. ContextLogic sostiene que no envió mensajes de texto que no estuvieran autorizados, que la demanda está desprovista de fundamentos y que ContextLogic está preparado para defender con firmeza todos los aspectos del mismo.
- La Clase del Acuerdo incluye a todas las personas en los Estados Unidos que, después del 6 de abril de 2014, utilizaron o se suscribieron a un servicio inalámbrico o telefónico móvil y recibieron uno o más mensajes de texto de ContextLogic Inc., o mensajes de texto relacionados con un mercado de comercio electrónico de ContextLogic Inc. que fomentase la venta de bienes o servicios por parte de ContextLogic Inc. o de una filial, subsidiaria o agente de ContextLogic Inc., salvo aquellas personas que dieron su consentimiento para recibir mensajes de texto sobre marketing después del 26 de abril de 2018 y que recibieron su primer mensaje de texto sobre marketing de ContextLogic después de esa fecha.
- Si el Tribunal aprueba el Acuerdo, puede que cumpla los requisitos para recibir un pago enviando un Formulario de Reclamación. El importe de su pago dependerá de cuántos Miembros de la Clase del Acuerdo envíen Formularios de Reclamación válidos. El Fondo del Acuerdo se dividirá y distribuirá de manera equitativa (a veces se denomina cantidad "prorrataada" o proporcional) a todos los Miembros de la Clase del Acuerdo que envíen un Formulario de Reclamación válido después de que se deduzcan los honorarios, costos y gastos de los abogados, cualquier adjudicación para los Demandantes Representantes y los gastos de notificación y administración.

Lea este aviso legal detenidamente. Sus derechos legales se verán afectados, independientemente de si actúa o no. Estos derechos y opciones, y **las fechas límite para ejercerlos**, se explican en este Aviso.

El Tribunal a cargo de este caso aún debe decidir si aprueba o no el Acuerdo. Los pagos solo se proporcionarán después de que se resuelvan todos los asuntos relacionados con el Acuerdo. Por favor, tenga paciencia.

INFORMACIÓN BÁSICA

1. ¿De qué trata este aviso?

Este aviso resume el Acuerdo propuesto. Para conocer los términos precisos y las condiciones del Acuerdo, puede consultar el Acuerdo de Resolución disponible en www.wishtcpasettlement.com, ponerse en contacto con el Administrador del Acuerdo llamando al 1-855-445-9441, ponerse en contacto con los Abogados de la Clase (Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, fhedin@hedinhall.com), o acceder al expediente judicial de este caso en persona dirigiéndose a la oficina del Secretario, situada en la siguiente dirección: Daley Center, 50 W Washington St., Chicago, IL 60602.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMACIÓN.

2. ¿Qué es una demanda colectiva?

En una demanda colectiva, uno o más "Demandantes Representantes" demandan en nombre de un grupo de personas que tienen reclamaciones parecidas. En este caso y, de conformidad con el presente Acuerdo, estas personas se denominan, en su conjunto, "Clase del Acuerdo" o "Miembros de la Clase del Acuerdo". En una demanda colectiva, el Tribunal resuelve los problemas de todos los Miembros de la Clase del Acuerdo, salvo de aquellos que se hayan excluido. Cuando las partes llegaron a un Acuerdo para resolver este caso, el Tribunal lo consideró como un caso que se podía tratar como una demanda colectiva con fines únicamente relacionados con el Acuerdo.

LAS RECLAMACIONES EN LA DEMANDA Y EL ACUERDO

3. ¿De qué trata esta demanda?

En la demanda se alega que el Demandado, ContextLogic, envió mensajes de texto a los consumidores relacionados con un mercado de comercio electrónico de ContextLogic Inc., en el que se incluye Wish.com. En la demanda se alega que el Demandado infringió la Ley de Protección al Usuario de Servicios Telefónicos porque estos mensajes se hicieron utilizando un sistema de marcación telefónica automática sin obtener un consentimiento previo expreso de los consumidores. Con arreglo a la Ley de Protección al Usuario de Servicios Telefónicos ("TCPA", por sus siglas en inglés), una persona tiene derecho a recibir \$500.00 por un mensaje de texto que se le haya enviado utilizando un sistema de marcación telefónica automática si no ha dado su consentimiento expreso previamente. Si la persona demuestra que se efectuaron las llamadas deliberadamente, violando la TCPA, tiene derecho a que se triplique el importe concedido hasta \$1,500.00.

ContextLogic niega las acusaciones y sostiene que cuenta con sólidas y meritorias defensas frente a las reclamaciones. El Acuerdo no constituye el reconocimiento, ni el establecimiento, de ningún acto ilícito por parte de ContextLogic.

Puede encontrar más información sobre la queja de la demanda y la respuesta del Demandado en la sección "Documentos del Tribunal", que aparece en el sitio web del Acuerdo en www.wishtcpasettlement.com.

4. ¿Por qué hay un Acuerdo?

El Tribunal no ha decidido si los Demandantes Representantes o el Demandado deben o no ganar este caso. En cambio, ambas partes han alcanzado un Acuerdo. Los Demandantes Representantes y sus abogados ("Abogados de la Clase") consideran que el Acuerdo es la mejor opción para los Miembros de la Clase del Acuerdo.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿Cómo sé si formo parte de la Clase del Acuerdo?

El Tribunal decidió que en este Acuerdo se incluye una Clase que abarca a todas las personas en los Estados Unidos que, entre el 6 de abril de 2014 y el 24 de septiembre de 2019, utilizaron o se suscribieron a un servicio inalámbrico o telefónico celular y recibieron uno o más mensajes de texto de ContextLogic Inc. o mensajes de texto relacionados con un mercado de comercio electrónico de ContextLogic Inc. que fomentase la venta de bienes o servicios por parte de ContextLogic Inc. o de una filial, subsidiaria o agente de ContextLogic Inc.

Se excluyen de la Clase del Acuerdo las siguientes personas: (1) cualquier juez de primera instancia y otros funcionarios judiciales que puedan presidir este caso; (2) el Mediador; (3) ContextLogic, así como cualquier empresa matriz, filial, subsidiaria o persona de control de ContextLogic, y los funcionarios, directores, agentes, asistentes o empleados de ContextLogic; (4) cualquiera de las Partes Eximidas; (5) cualquier Miembro de la Clase del Acuerdo que haya presentado a tiempo una Solicitud de Exclusión antes de la fecha límite; (6) cualquier persona o entidad a la que se le haya concedido previamente una exoneración válida de las reclamaciones alegadas en la Acción; (7) los Abogados de los Demandantes; y (8) cualquier persona con la que ContextLogic tenga un registro que demuestre que esa persona optó, a partir del 26 de abril de 2018, por recibir mensajes de texto de publicidad o marketing automatizados de ContextLogic Inc., y que el primero de dichos mensajes enviados se produjo después de hacerse dicha elección.

Todas las personas que encajen con esta descripción, y que no estén excluidas según lo anteriormente mencionado, son miembros de la Clase del Acuerdo.

Si ha recibido un correo postal o un correo electrónico relacionado con esta demanda colectiva, su número de teléfono puede ser uno de los que recibió un mensaje de texto.

6. ¿De qué trataban los mensajes de texto que supuestamente no se habían solicitado?

Los mensajes de texto que cubre el presente Acuerdo son aquellos que fueron supuestamente enviados por o en nombre de ContextLogic Inc., o aquellos relacionados con un mercado de comercio electrónico de ContextLogic Inc. con la intención de fomentar sus mercados de comercio electrónico, entre los que se incluye Wish.com.

LOS BENEFICIOS DEL ACUERDO

5. ¿Qué proporciona el Acuerdo?

Como parte del Acuerdo, el Demandado acordó crear un Fondo del Acuerdo de 16 millones de dólares (\$16,000,000.00). El Fondo del Acuerdo se empleará para pagar todas las reclamaciones válidas, los costos de administración del Acuerdo, los honorarios y costos de los abogados, y cualquier pago de incentivos para los Demandantes Representantes. Además, todos los Miembros de la Clase del Acuerdo que decidan recibir los pagos del Acuerdo a través de los Wish Cash depositados en sus cuentas de Wish.com (en lugar de recibir cheques enviados a sus direcciones postales) recibirán también un código de descuento único del 50 % de los primeros \$20.00 de cualquier compra individual de productos en Wish.com. El Demandado también aceptó implantar ciertas prácticas relacionadas con el marketing a través de mensajes de texto.

Conforme al Acuerdo de Resolución, los Miembros de la Clase del Acuerdo deben solicitar el pago enviando un Formulario de Reclamación válido (y toda la información solicitada en el Formulario de Reclamación) ya sea por correo postal o electrónico antes de la fecha límite para presentar reclamaciones. Más adelante encontrará más información.

CÓMO OBTENER BENEFICIOS

8. ¿Cómo hago una reclamación?

El Acuerdo genera un proceso de reclamaciones. Puede conseguir el Formulario de Reclamación en el sitio web www.wishtcpasettlement.com, o llamando al 1-855-445-9441 para solicitar que se le envíe por correo. El Formulario de Reclamación se puede enviar por internet o por correo ordinario a *Olsen v. ContextLogic Settlement Administrator*, c/o KCC Class Action Services, P.O. Box 43497, Providence, RI 02940-3497. Si envía un Formulario de Reclamación válido y se aprueba su reclamación, obtendrá un pago del Acuerdo. Solo se puede presentar una reclamación por persona, y cada persona puede recibir solo un pago.

En el Formulario de Reclamación tiene que indicar su nombre, dirección, dirección de correo electrónico y el número de teléfono en el que recibió el mensaje de texto. Debe firmar el Formulario de Reclamación para confirmar que es miembro de la Clase del Acuerdo e indicar el número de teléfono en el que haya recibido uno o más mensajes de texto no solicitados que fueran enviados por, o en nombre de, ContextLogic.

Todos los Formularios de Reclamación deben rellenarse y enviarse correctamente en línea (o con matasellos si se envían por correo) no más tarde del 25 de febrero de 2020.

9. ¿A cuánto ascenderá el pago?

Su porción del Acuerdo dependerá de la cantidad de Formularios de Reclamación que envíen los Miembros de la Clase y de otros factores. Los Abogados de la Clase calculan que recibirá entre unos \$45.00 y \$50.00, pero esto es solo un cálculo estimado. El importe real de su pago dependerá de cuántos Miembros de la Clase del Acuerdo envíen Formularios de Reclamación válidos. El Fondo del Acuerdo se dividirá y distribuirá de manera equitativa (a veces se denomina cantidad "prorrataada" o proporcional) a todos los Miembros de la Clase del Acuerdo que envíen un Formulario de Reclamación válido después de que se deduzcan del Fondo los honorarios, costos y gastos de los abogados, cualquier adjudicación para los Demandantes Representantes y los gastos de notificación y administración.

Puede optar por recibir su pago del Acuerdo en dólares estadounidenses con un cheque enviado a su dirección postal, o con dinero "Wish Cash", depositado directamente en su cuenta Wish.com. Si se ha registrado en otros de los mercados de comercio electrónico de Wish.com (Geek, Home, Mama o Cute), puede optar por recibir su pago del Acuerdo en la moneda correspondiente de la aplicación: "Geek Cash", "Home Cash", "Mama Cash" o "Cute Cash", que se depositarán directamente en la cuenta que tenga en ese mercado. El importe del pago del Acuerdo será el mismo, independientemente del método de pago que elija. Los cheques se pueden depositar en una cuenta bancaria o cobrar en un banco antes de la fecha de vencimiento del cheque (180 días después de la fecha de emisión que se indique en el cheque); cuando venza un cheque, este ya no se podrá depositar ni cobrar. Wish Cash se puede utilizar de la misma forma que otras formas de pago, como una tarjeta de crédito, para hacer compras en Wish.com con su cuenta de Wish.com; el dinero Wish Cash nunca caduca. Si opta por recibir Wish Cash, también conseguirá, junto con su pago en Wish Cash, un código de descuento único del 50 % de los primeros \$20.00 de cualquier compra individual de productos en Wish.com. No recibirá un código de descuento si opta por recibir su pago del Acuerdo en dólares estadounidenses con un cheque.

10. ¿Cuándo recibiré mi pago?

La Audiencia para tener en cuenta la equidad final del Acuerdo está prevista para el 7 de enero de 2020. Si el Tribunal aprueba el Acuerdo, y después de completar todos los procesos de apelación, los Miembros de la Clase del Acuerdo que cumplan los requisitos y cuyas reclamaciones fueran aprobadas recibirán un cheque por correo o fondos depositados electrónicamente en su cuenta de Wish.com. Si se concede la aprobación final del Acuerdo, los pagos se emitirán como máximo 30 días después de que se hayan resuelto las apelaciones oportunas y de que el Acuerdo sea definitivo. Por favor, tenga paciencia.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha nombrado a los abogados Frank Hedin y David Hall, de Hedin Hall LLP, como abogados para representarle a usted y a otros Miembros de la Clase del Acuerdo. Estos abogados se denominan los "Abogados de la Clase". Los datos de contacto de los Abogados de la Clase son los siguientes:

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

Además, el Tribunal nombró a los demandantes Ian Olsen, Adam Haney, Sharon Motley y Mmary LaRock para que actúen como Demandantes Representantes. Estas personas son Miembros de la Clase del Acuerdo como usted.

12. ¿Debo contratar a mi propio abogado?

No tiene que contratar a su propio abogado. Los Abogados de la Clase trabajan en su nombre. No obstante, si desea su propio abogado, tendrá que pagarle por su cuenta. Por ejemplo, puede pedirle a su abogado que comparezca ante el Tribunal por usted, a su propio costo, si desea que otra persona que no sea un Abogado de la Clase le represente.

13. ¿Cómo se pagará a los abogados?

Los Abogados de la Clase solicitarán al Tribunal sus honorarios, costos y gastos, lo que representa un total de hasta el 40 % del Fondo del Acuerdo, y también solicitarán una adjudicación de servicio de hasta \$5,000.00 para cada uno de los Demandantes Representantes. El Tribunal determinará la cantidad adecuada a otorgar para los honorarios, costos y gastos de los Abogados de la Clase, y la cantidad adecuada de cualquier adjudicación que se conceda a los Demandantes Representantes. El Tribunal puede conceder una cantidad inferior a la solicitada por los Abogados de la Clase y los Demandantes Representantes. ContextLogic no ha alcanzado ningún acuerdo con los Demandantes o con los Abogados de la Clase en lo que respecta a las cantidades que recibirán por los honorarios, costos y gastos de abogados o por los incentivos, respectivamente.

Los Abogados de la Clase presentarán ante el Tribunal y publicarán en el sitio web del Acuerdo su solicitud de honorarios, costos y gastos de abogados, y adjudicaciones de incentivos el 19 de noviembre de 2019 a más tardar.

SUS DERECHOS Y OPCIONES**14. ¿Qué pasa si no hago nada?**

Si no hace nada, no recibirá ningún pago conforme al Acuerdo, estará en la Clase del Acuerdo y, si el Tribunal lo aprueba, también estará obligado por todas las órdenes y sentencias del Tribunal. Además, a menos que se excluya, no podrá iniciar una demanda ni ser parte de ninguna otra demanda contra el Demandado por las reclamaciones que se resuelvan mediante este Acuerdo.

15. ¿Qué ocurre si solicito la exclusión?

Si se excluye del Acuerdo, no podrá reclamar dinero ni recibir ningún beneficio como resultado del Acuerdo. Usted conservará su derecho de presentar su propia demanda de manera independiente contra el Demandado por las reclamaciones resueltas en este Acuerdo. No estará legalmente obligado por las sentencias del Tribunal que se relacionen con la Clase del Acuerdo en esta demanda colectiva.

16. ¿Cómo solicito mi exclusión?

Puede solicitar que se le excluya del Acuerdo. Para ello, tiene que enviar una carta indicando claramente que desea ser excluido del Acuerdo a *Olsen, et al. v. ContextLogic Inc.*, No. 2019CH06737. Su carta debe incluir también su nombre, dirección, número de teléfono actual, número de teléfono en el que alega haber recibido los mensajes de texto y su firma. Tiene que enviar su solicitud de exclusión con matasellos del 9 de diciembre de 2019 a más tardar a:

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

17. Si no me excluyo, ¿puedo demandar al Demandado por el mismo motivo en el futuro?

No. Usted renuncia a cualquier derecho de demandar al Demandado por las reclamaciones que se resuelven en el presente Acuerdo, a menos que se excluya.

18. Si me excluyo, ¿puedo obtener algo de este Acuerdo?

No. Si se excluye, no podrá enviar un Formulario de Reclamación para solicitar un pago.

19. ¿Cómo objeto al Acuerdo?

Si usted es un Miembro de la Clase del Acuerdo y no se excluye, puede objetar al Acuerdo si no está conforme con alguna parte del mismo. Debe exponer los motivos por los cuales considera que el Tribunal debería rechazar la aprobación presentando una objeción. No puede pedirle al Tribunal que solicite un Acuerdo más extenso o distinto; el Tribunal solo puede aprobar o rechazar el Acuerdo. Si el Tribunal no lo aprueba, no se enviarán pagos del Acuerdo y la Demanda continuará. Si eso es lo que desea que ocurra, debe presentar una objeción por escrito. El Tribunal considerará su opinión. Su objeción y documentos justificativos deben incluir:

1. Un texto o título que lo identifique como "Objection to Class Settlement in *Olsen, et al. v. ContextLogic Inc.*, No 2019CH06737".
2. Su nombre completo, dirección y número de teléfono.

3. El nombre, la dirección y el número de teléfono del abogado que le represente en relación con la objeción.
4. Una declaración indicando si la objeción se aplica solo al objeto, a un subconjunto determinado de la clase o a toda la clase.
5. La base factual y los fundamentos legales específicos para la objeción, junto con los documentos suficientes para sentar las bases de su posición como Miembro de la Clase del Acuerdo, y las fechas y números de teléfono en los que haya recibido los mensajes de texto que cubre el presente Acuerdo.
6. El nombre y número del caso y el tribunal de cualquier demanda colectiva previa en la que usted y su abogado (si corresponde) hayan objetado a un acuerdo de demanda colectiva propuesto.

Su objeción por escrito tiene que tener firma y fecha, y llevar matasellos del 9 de diciembre de 2019 a más tardar. Debe enviar su objeción por correo al Tribunal, a los Abogados de la Clase y al Abogado Defensor a las direcciones que se muestran a continuación:

| <u>Tribunal</u> | <u>Abogados de la Clase</u> | <u>Abogado Defensor</u> |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Daley Center 50 W. Washington St. Rm. 2508 Chicago, IL 60602 | Frank S. Hedin Hedin Hall LLP 1395 Brickell Ave., Ste 1140 Miami, FL 33131 | Lauri Mazzuchetti Kelley Drye & Warren LLP One Jefferson Road Parsippany, NJ 07054 |

Si, además de presentar una objeción al Acuerdo por escrito, desea comparecer y que se le escuche en la Audiencia de Aprobación Final con respecto a la equidad del Acuerdo, debe presentar antes del 9 de diciembre de 2019 un aviso con la intención de comparecer ante el Tribunal e indicar el nombre, la dirección y el número de teléfono del abogado, si corresponde, que comparecerá en su nombre.

20. ¿Cuál es la diferencia entre objetar y excluirse del Acuerdo?

Objetar es simplemente decirle al Tribunal que no está conforme con algún aspecto del Acuerdo. Puede objetar solo si permanece en la Clase del Acuerdo (es decir, si no se excluye). Excluirse consiste en decirle al Tribunal que no desea formar parte de la Clase del Acuerdo. Si se excluye, no poseerá ningún fundamento para objetar porque el caso ya no le afectará.

AUDIENCIA DE APROBACIÓN FINAL DEL TRIBUNAL

21. ¿Cuándo y dónde celebrará el Tribunal una audiencia acerca de la equidad del Acuerdo?

Se fijó una Audiencia de Aprobación Final para el 7 de enero de 2020 a las 10:00 a.m. ante la Honorable Celia Gamrath en el Tribunal de Distrito del Condado de Cook, Illinois, Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602. En la audiencia, el Tribunal escuchará las objeciones y argumentos relacionados con la equidad del Acuerdo propuesto, junto con la cantidad solicitada por los Abogados de la Clase para los honorarios, costos y gastos de los abogados y la adjudicación de incentivos a los Demandantes Representantes. **Nota:** La fecha y hora de la Audiencia de Aprobación Final están sujetas a cambios por orden judicial, pero cualquier cambio que se realice se publicará en el sitio web del Acuerdo: www.wishtcpasettlement.com.

22. ¿Tengo que acudir a la audiencia?

No. Los Abogados de la Clase responderán cualquier pregunta que el Tribunal pueda tener, pero puede asistir, a su propio costo. Si usted presenta una objeción, no tiene que ir al Tribunal para hablar de ello. El Tribunal tendrá en cuenta su objeción por escrito siempre y cuando la presente o envíe por correo a tiempo y cumpla con los otros requisitos que se describan en el Acuerdo de Resolución. También puede pagarle a otro abogado para que comparezca, pero no tiene que hacerlo. Si no se excluye de la Clase del Acuerdo, puede solicitar al Tribunal permiso para hablar en la audiencia sobre cualquier aspecto del Acuerdo propuesto si solicita hablar sobre su objeción, la cual debe presentar siguiendo las instrucciones de la sección 19.

DÓNDE OBTENER MÁS INFORMACIÓN

23. ¿Dónde puedo obtener información adicional?

Este aviso resume el Acuerdo propuesto. Para conocer los términos precisos y las condiciones del Acuerdo, puede consultar el Acuerdo de Resolución disponible en www.wishtcpasettlement.com, ponerse en contacto con el Administrador del Acuerdo llamando al 1-855-445-9441, ponerse en contacto con los Abogados de la Clase (Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, (305) 357-2107, fhedin@hedinhall.com), o acceder al expediente judicial de este caso en persona dirigiéndose a la oficina del Secretario, situada en la siguiente dirección: Daley Center, 50 W Washington St., Chicago, IL 60602.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMACIÓN.

Exhibit E

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



C30

<<Barcode>>

Postal Service: Please do not mark barcode

Claim#: C30-<<ClaimID>>-<<MailRec>>

<<First1>> <<Last1>>

<<Addr1>> <<Addr2>>

<<City>>, <<ST>> <<Zip>>

<<Country>>

Olsen, et al. v ContextLogic Inc.

CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

Case No. 2019CH06737

**All claims must be submitted
online or postmarked by
February 25, 2020**

Claim Form

If you are a Settlement Class Member, you must submit a completed Claim Form at www.wishtcpasettlement.com on or before February 25, 2020 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 February 25, 2020 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) 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 admin@wishtcpasettlement.com. 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.

| | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|---------------------------------------------------|----------------------|---|----------------------|
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | | |
| FIRST NAME | | | M.I. | LAST NAME | | |
| <input type="text"/> | | | | | | |
| STREET ADDRESS (If you choose to receive a check payment, your check will be mailed to the address you provide above.) | | | | | | |
| <input type="text"/> | | | | | | |
| STREET ADDRESS CONTINUED | | | | | | |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | | |
| CITY | | | STATE | ZIP CODE | | |
| <input type="text"/> | | | - | <input type="text"/> | - | <input type="text"/> |
| CURRENT TELEPHONE NUMBER | | | MOBILE NUMBER WHERE YOU RECEIVED WISH.COM TEXT(S) | | | |
| <input type="text"/> | | | | | | |
| E-MAIL 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.) | | | | | | |
| <input type="text"/> | | | | | | |
| 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.") | | | | | | |



| | | | | |
|----------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| FOR CLAIMS PROCESSING ONLY | OB <input type="text"/> | CB <input type="text"/> | <input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV | <input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B |
|----------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

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

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.

If you selected Wish Cash above, please select **one** of the five options below and provide your email address.

Wish Cash

Geek Cash

Home Cash

Mama Cash

Cute Cash

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 of Claimant: _____ Date of Signature (mm/dd/yyyy): _____

Please complete all of the form fields above, then mail your printed Claim Form to:

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

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 www.wishtcpsettlement.com. 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 F

Exclusion List

| ClaimID | Class Member Name |
|--------------|-----------------------|
| 104421483701 | ARCHIE ADAMS |
| 108999929901 | CHARLES ALLEN |
| 102613840901 | JULIE BARNETT |
| 109445423101 | JOSEPHINE ALLEN |
| 100299784001 | JESUS BENITEZ |
| 108353081501 | TREY BENNETT |
| 104655048201 | SHARON BLUNT |
| 102219432801 | BRYAN BORDELON |
| 110568885001 | TANISHIA BOYD |
| 112565528601 | TOUKIE BOYD |
| 100673403801 | MARLENE BRAVO |
| 114532515001 | KAREN BROWN |
| 109059331601 | WANDA D BROWN |
| 107378144401 | AARON BUCKELS |
| 104515454801 | FRANCESCO CASTIGLIOLA |
| 101330707001 | SHALANDA CLEMONS |
| 112099284601 | ETHEL COLLINS |
| 113491593401 | KADIJAH COOPER |
| 105272770201 | PAULETTE CORBETT |
| 111055634901 | CARRIR CORBIN |
| 100401371601 | ANTHONY CRANK |
| 102187540001 | JESUSITA BARCELON |
| 108869756701 | SIERRA KORDELL |
| 108946691201 | ALEX LEFKOWITZ |
| 109213597901 | GINA KADID |
| 112116205001 | GLORIA MARTHA VINLUAN |
| 101211610201 | REBECAH ZALUMSKIS |
| 109694772801 | MARCUS JOLLY |
| 102580821101 | JAMES E DAVIS JR |
| 108131563001 | ROBERT DAVIS |
| 104503594601 | EMILY DELANEY |
| 107745565701 | AMY EARNEST |
| 114547600901 | HELEANER ECTOR |
| 103740404901 | JASON EPPERSON |
| 101107331001 | SHELDON ESPINOZA |
| 106123538901 | WANDA M EVANS |
| 115501192001 | KIMBERLY FAULKNER |
| 107399210001 | BREANNA FERGUSON |
| 111817524701 | MIKE FERRIS |

Exclusion List

| | |
|--------------|-------------------------|
| 109153441401 | SARAJANE FISHER |
| 111178880501 | NATHAN FREEMAN |
| 103665393301 | TYLER WESLEY FRYE |
| 101339718601 | ANGELA FOSTER |
| 106634927201 | ROBIN GRAVES |
| 112357986801 | MONIKA GREEN |
| 107424860101 | NATHANIEL HALL |
| 106572175301 | MARY HAMMER |
| 106369601001 | LUCILLE HARDEMAN |
| 110076098301 | BOBBY HARRIS |
| 108175560001 | LANA HEADMAN |
| 109249582801 | THERESA HENLEY |
| 100678125301 | DEBRA HERBOTE |
| 109002868301 | JOHN HILL |
| 104544470801 | MABEL JAQUEZ |
| 109760596701 | CATHY JEUDY |
| 106452183901 | RICHARD JOHN |
| 104439584401 | WAYNE JONES |
| 105884431201 | SAMMY KAYWOOD |
| 102573878301 | DENISE KUJAVA |
| 102246663201 | OLGA KUNCO |
| 103436710601 | SHAN'TA MARTIN |
| 105962719301 | JOSHUA MARTINEZ |
| 103881912001 | COLLEEN MATTHEWS |
| 115137860501 | LAQUITTA WOOD |
| 110970990801 | LATANGERLA MCKENZIE |
| 102488311001 | THERESA BART MCWILLIAMS |
| 110788847501 | LEROY MEEKINS |
| 111363821301 | ALAN MORROW |
| 107753925801 | EMANUEL C NICHOLS |
| 111726374601 | HELEN ONEAL |
| 110648960101 | LISA ORTIZ |
| 115360318901 | OLIVIA ORTIZ |
| 102444007201 | DANIELLE PABONE |
| 102708250301 | PEGGY A PALMER |
| 114890389701 | CASSANDRA PARTEE |
| 114824289701 | ERIN PICKELL |
| 102321108001 | ANTHONY POOLE |
| 112646733901 | SARA RAY |
| 112938327901 | BRANDI HOOPER |

Exclusion List

| | |
|--------------|--------------------|
| 110227253901 | KAREN REID |
| 104128325401 | MATTHEW F REYNOLDS |
| 112332502101 | WAYNE RICHARDSON |
| 104321596901 | NIKKI ROBY |
| 113579038001 | SANDRA ROMANOSKI |
| 104393134401 | EMILY RYBICKI |
| 107429889101 | STEVIE SAULKA |
| 106213454701 | SANDRA SCOTT |
| 103273001201 | KASEY SHELTON |
| 106125079001 | TANEEN SHERMAN |
| 109904659301 | AMANDA SPEARS |
| 110657218101 | BETTY STEELE |
| 106566231501 | BEATRICE STEWART |
| 109323184301 | KRISTA TRAHAN |
| 113040338401 | SYLVIA J VEASEY |
| 104599011801 | LANAI WALKER |
| 109351156601 | REGINA WASSON |
| 106991660801 | CARRIE J WEST |
| 103069156501 | JASMIN WILKINS |
| 113850487301 | TRACY WILLIAMS |