

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

SHERHONDA GOLDEN, DENISE VALENCIA,)	
Individually and on behalf of similarly situated)	
persons,)	
)	
Plaintiffs,)	No. 17PH-CV01741
)	
v.)	Hon. William Earle Hickle
)	
CONTEXTLOGIC INC., d/b/a)	
WISH.COM)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into by and among Plaintiffs Sherhonda Golden and Denise Valencia (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class Members, and Defendant ContextLogic Inc. d/b/a Wish.com (“Wish.com,” “Wish,” or “Defendant”) (collectively, the “Parties”). Capitalized terms used herein are defined in Section II of this Settlement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 This Settlement is the product of research, litigation, negotiation, and mediation that commenced almost one year ago with research by Plaintiffs and their counsel, and a demand letter sent to Wish.com on June 6, 2017. During this time the Parties engaged in extensive negotiations, in person, by telephone, and before a mediator. In addition, Plaintiff engaged in informal discovery including the review of documents.

1.2 After discussions between the parties, which included the sharing of information, Plaintiffs filed this Action against Wish.com on behalf of themselves and a class of Persons who purchased products from Wish.com during the Class Period. Prior to entering into this Agreement, Plaintiffs filed their Petition in which they allege that Wish engages in a practice known as “false former pricing” by falsely inflating the “original” prices of goods in order to make “discounts” appear greater than they really are. Plaintiffs contend that Wish’s practices give rise to violations of the Missouri Merchandising Practices Act, California’s Consumers Legal Remedies Act, California’s Unfair Competition Law, California’s False Advertising Law, and a claim for unjust enrichment.

1.3 Wish.com, to avoid the costs, disruption, and distraction of further litigation, and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Settlement.

1.4 The undersigned Parties agree, subject to approval by the Court, that the Action between Plaintiff, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.5 Plaintiffs’ counsel has analyzed and evaluated the merits of all Parties’ contentions and this Settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation is the possibility that Plaintiff will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a class wide or individual basis.

1.6 Plaintiffs and Plaintiffs’ counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt

provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.7 Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, considers it desirable to resolve the Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations and to dispose of burdensome litigation. Therefore, Defendant has determined that the settlement of this Action on the terms set forth herein is in its best interests.

1.8 Defendant hereby consents, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' counsel as counsel for the Settlement Class and Plaintiffs as a representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Section XV of this Agreement, then Defendant retains all rights it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the Action will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, litigation, lawsuit, or proceeding of any kind whatsoever.

1.9 This Agreement is contingent upon the issuance by the Court of both preliminary approval and final approval. Should the Court not issue preliminary approval and final approval, Defendant does not waive, and instead expressly reserves, all rights to defend this Action.

1.10 This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof,

of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Action, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

II. DEFINITIONS

As used in this Settlement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Action” means the class action lawsuit styled as *Golden v. ContextLogic Inc.*, Case No. 17PH-CV01741, Phelps County Circuit Court, Missouri.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.3 “Agreement” means this Class Action Settlement Agreement containing all terms, conditions, and exhibits which constitute the entire agreement between the Parties.

2.4 “Application” means any application to be filed by Class Counsel in this Action by which they will seek an award of attorneys’ fees, Class Representative Service Awards, and/or reimbursement of costs they incurred prosecuting this Action.

2.5 “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court,

as described more particularly in Section VII of this Settlement.

2.6 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.7 “Benefit Checks” are the form of payment issued for a Valid Claim as determined by the Settlement Administrator and in accordance with this Agreement. The form of payment may be a physical check or an electronic transfer, at a Claimant’s election.

2.8 “Claim” means a request for relief pursuant to this Settlement submitted by the Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.9 “Claim Form” means the proposed Claim Form in substantially the same form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement, which form is to be approved by the Court and to be posted online in accordance with Section VI of this Settlement.

2.10 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary Benefit as part of the Settlement, which shall end at the Claims Deadline.

2.11 “Claimant” means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.

2.12 “Claims Deadline” means the date by which a Claim Form must be postmarked and mailed to the Settlement Administrator, or electronically submitted by 11:59 p.m. Central Time, to be considered timely, and shall be a date no later than 30 days after entry of the Final Approval Order or a date certain as may be reflected in the Court’s Preliminary Approval Order. The Claims

Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form.

2.13 “Class Counsel” means David L. Steelman and Steven F. Gaunt of STEELMAN, GAUNT & HORSEFIELD and Scott A. Kamber and Michael Aschenbrener of KAMBERLAW LLC.

2.14 “Class Notice” means the Direct Email Notice and Settlement Notice all in substantially the same form as set forth in Exhibit B attached hereto.

2.15 “Class Period” means the period beginning on June 6, 2013, through and including the date of entry of the Preliminary Approval Order.

2.16 “Class Representatives” means each of Plaintiffs Sherhonda Golden and Denise Valencia.

2.17 “Class Representative Settlement Award” or “Class Representative Service Award” means any award sought by application to and approved by the Court that is payable to Class Representatives up to a maximum total amount of three thousand and No/100 Dollars (\$3,000) for each of the Class Representatives, to compensate each of the Class Representatives for their efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.

2.18 “Court” means the Phelps County Missouri Circuit Court.

2.19 “Defendant” or “Wish.com” means ContextLogic Inc. d/b/a Wish.com.

2.20 “Direct Email Notice” means the proposed short form notice, in substantially the same form attached as part of Exhibit B hereto as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section VI of this Settlement Agreement.

2.21 “Effective Date” means the tenth business day after the last of the following dates: a) all Parties and their counsel, Wish.com’s Counsel and Class Counsel, have executed this Settlement; b) the Court has entered the Final Approval Order; and c) the date on which time to appeal or to seek permission to appeal from the Court’s approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

2.22 “Fairness Hearing” and/or “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel’s Application for a fee award and reimbursement of costs; and (f) consider whether to enter the Final Approval Order.

2.23 “Fee and Expense Award” means the attorneys’ fees, Class Representative Service Award, and reimbursement of costs, to be paid separate and apart from the payment of Valid Claims, awarded by the Court to Class Counsel for all the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements incurred by them and their experts,

staff, and consultants in connection with the Action.

2.24 “Final Approval Order” means an order, to be entered by the Court, providing, among other things, certification of the class, final approval of the Settlement and approval of the Agreement, dismissal of the Action with prejudice as to the Class Representatives’ and Settlement Class Members’ claims against Defendant, and entry of final judgment with respect thereto.

2.25 “Household” means all Persons residing at the same physical address.

2.26 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiffs, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.27 “Notice Date” means the date on which the Settlement Administrator disseminates the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.

2.28 “Notice Plan” means the notice plan, in substantially the same form attached hereto as part of Exhibit B, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Settlement Class Members’ attention to their rights under the Settlement.

2.29 “Objection” means an objection properly filed with the Court in conformance with the terms of the Preliminary Approval Order by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.30 “Objection Deadline” means sixty (60) days after the Notice Date.

2.31 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.32 “Opt-Out Deadline” means sixty (60) days after the Notice Date.

2.33 “Parties” (or “Party” individually) means Plaintiffs and Defendant.

2.34 “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.35 “Plaintiffs” means Sherhonda Golden and Denise Valencia.

2.36 “Preliminary Approval Order” means an order, in substantially the same form of the Proposed Preliminary Approval Order attached hereto as Exhibit C, to be entered by the Court granting, among other things, preliminary approval of the Settlement.

2.37 “Product” and/or “Products” means any items purchased from Wish.com that were advertised as being sold at a discount from a reference price (either in the form of a percentage off a reference price or by showing a reference price and a discounted price).

2.38 “Proof of Claim” means a receipt or other documentation from a Wish.com or another source reasonably establishing the fact, amount of, and date of purchase of a Product during the Class Period in the United States, along with documentation—as specified in the Claim Form—of the Product having been advertised by another online or physical retailer with a lower reference price.

2.39 “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit C.

2.40 “Releases” means all releases identified in Section XII of this Agreement.

2.41 “Released Claims” are those claims defined in paragraph 12.2 of this Agreement.

2.42 “Released Parties” means Wish.com and its direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and

production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. For the avoidance of doubt, Released Parties shall include all retailers, distributors, sellers and resellers of Products.

2.43 “Releasing Parties” means Plaintiffs, the Class Representatives, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, legal representative, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind, shareholder, partner, director, employee or affiliate, and their heirs, executors, administrators, and assigns.

2.44 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.45 “Settlement Administrator” means Kurtzman Carson Consultants (“KCC”), the independent entity selected by the Parties to administer the Settlement and approved by the Court.

2.46 “Settlement Class” means: all Persons who purchased Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Wish.com and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Opt-Out request; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judge(s) to whom this Action is assigned and any members of his, her, or their immediate families.

2.47 “Settlement Class Members” means all Persons who are members of the Settlement

Class and who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

2.48 “Settlement Notice” means a long form notice substantially in the same form attached as part of Exhibit B hereto and attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be disseminated in accordance with Section VI of this Agreement.

2.49 “Settlement Website” means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form that can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be www.WishPricingSettlement.com.

2.50 “Tier” means the category a Settlement Class Member elects and is qualified under which to receive payment of a Benefit from Wish.com.

2.51 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and post-marked by the Claims Deadline or, if submitted online, is received by 11:59 p.m., Central Time, on the Claims Deadline and (e) determined to be valid by the Settlement Administrator.

Capitalized terms in this Agreement not defined in Section II shall have the meanings ascribed to them elsewhere in this Agreement.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation by Plaintiffs or of any defense asserted by Wish.com in the Action; or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

3.2 For the purpose of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the nationwide Settlement Class in this Action as set forth in the Proposed Preliminary Approval Order. If for any reason this Agreement should fail to become effective, Defendant's agreement to certification of the Settlement Class provided for in this Section III, or to any other class or subclass, shall be null and void, and the Parties shall return to their respective positions in this Action before this Agreement was executed.

IV. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, Plaintiffs shall file in the Action this Agreement and a motion seeking entry of the Preliminary Approval Order, which order shall by its terms accomplish all the following:

4.1 Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;

4.2 Conditionally certify the Settlement Class for the purpose of effecting the Settlement;

4.3 Designate Plaintiffs as the Class Representatives of the Settlement Class;

4.4 Designate Class Counsel as counsel for the Settlement Class;

4.5 Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- a. Process Opt-Out requests in accordance with Section IX of this Agreement;
- b. Process Objections to the Settlement in accordance with Section IX of this Agreement;
- c. Process Claim Forms in accordance with Section VI of this Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of Claim Forms; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

4.6 Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VI of this Agreement, and direct Wish.com to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VI of this Agreement.

V. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

5.1 Injunctive Relief

No later than January 31, 2018, regardless of whether or not the Final Approval Order has been entered by that date, Wish.com shall make clear and conspicuous disclosures to consumers advising them of the identity of the seller of an item and the nature of any strikethrough price displayed. Wish.com also will provide clear and conspicuous instructions to sellers regarding the circumstances under which they may offer an item on the Wish marketplace with a strikethrough price. Prior to making these changes, Wish.com shall provide copies of the changes to Plaintiff's counsel and give Plaintiff's counsel a reasonable opportunity to comment or object to them.

5.2 Benefit Available to Settlement Class Members

Subject to the rights, terms, and conditions of this Agreement, Wish.com will pay or cause to be paid Valid Claims based on which of the following three Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies:

- a) Tier 1. A Settlement Class Member who elects to fill out the Claim Form section for Tier 1 and who cannot or does not wish to file Proof of Claim documentation recover up to a maximum of \$3.00 per Household. A Tier 1 benefit therefore must include nothing more than an attestation from the Settlement Class Member that s/he bought an item from Wish.com that was advertised with a reference price that Settlement Class Member believes to have been incorrect, and that the reference price was material to the Settlement Class Member's purchase decision.
- b) Tier 2. A Settlement Class Member who elects to fill out the Claim Form for Tier 2, and who provides Proof of Claim documentation that a *single* product he or she purchased was advertised for sale by another retailer within 90 days of the date on which he or she purchased that item, using a lower reference price than that advertised on Wish.com, may recover 25% of the difference between the advertised reference price on Wish.com and the other retailer's lower reference price, up to a maximum recovery of \$10.00 per Household. A Tier 2 benefit claim, therefore, must include—in addition to the information required for Tier 1 claimants, proof of (1) the reference price at which Wish.com advertised the item when the Settlement Class Member purchased it, and (2) the reference price at which another retailer advertised the identical item within 90 days of the date on which the Settlement Class Member purchased the item from Wish.com. If neither 1 nor 2 is provided, a tier 2 claimant may provide an attestation, under penalty of perjury, detailing why the required documentation was not available. Determination of whether such an attestation adequately explains the reason the required documentation was not available shall be made by the Claims Administrator alone. In determining whether an attestation suffices, the Claims Administrator may, among other considerations, take into account whether or not the attestation is notarized. The Claim's Administrator may seek input from the Parties in determining whether to accept an attestation.
- c) Tier 3. A Settlement Class Member who elects to fill out the Claim Form for Tier 3, and who provides Proof of Claim documentation that *multiple* products he or she purchased were advertised for sale by other retailers within 90 days of the dates on which he or she purchased each item, using lower reference prices than those advertised on Wish.com, may recover 25% of the total difference between the advertised reference

prices on Wish.com and the other retailer's lower reference prices, up to a maximum recovery of \$20.00 per Household. A Tier 3 benefit claim, therefore, must include the same information as a Tier 2 benefit claim for each purchased item that is the subject of the claim. No alternative attestation shall substitute for the required documentation for a Tier 3 Claimant.

For the avoidance of doubt, a Settlement Class Member may file a single Claim electing either Tier 1, Tier 2 or Tier 3 and is eligible for one benefit per Household, regardless of the total number of purchases made by the Household or the total dollars spent by the Household.

5.3 No Unclaimed Property Rights

Wish.com guarantees to pay the Benefit as determined by the Settlement Administrator pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary, Wish.com shall pay Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not file Valid Claims.

VI. PROCEDURES FOR PROVIDING BENEFIT TO SETTLEMENT CLASS MEMBERS

6.1 The Parties shall jointly ask the Court to approve KCC as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Wish.com's Counsel, the Parties, and their representatives promptly upon request.

6.2 At the election of the Settlement Class Member, the Settlement Administrator shall accept Claim Forms submitted in paper via first class mail or online at the Settlement Website.

Claim Forms mailed must be postmarked by the Claims Deadline, or submitted online must be filed no later than 11:59 p.m. Central Time of the Claims Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Settlement Administrator will track Claim Forms with unique security identifiers or control numbers issued to Persons who seek to file a Claim. For Claim Forms that are submitted online, the Settlement Class Member shall have the opportunity to upload a Proof of Purchase image files (e.g. jpg, tif, png, pdf), to preview and confirm information entered in the Claim Form prior to submitting the Claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image file(s) uploaded, and the date and time the Claim Form was received.

6.3 On the Claim Form, the Settlement Administrator shall validate that the Settlement Class Member provided and certified the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator:

- a) The Settlement Class Member's name and mailing address;
- b) Complete all sections of the Claim Form completely, truthfully and accurately;
- c) The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- d) A security code or control number provided by the Settlement Administrator.

6.4 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms, and administering the Settlement Website, Opt-Out process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member

correspondence regarding requests for Opt-Out from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants including by cross examination. The Settlement Administrator will approve Valid Claims and issue payment based upon the terms and conditions of the Agreement or may reject Claims which are invalid or evidence waste, fraud, or abuse. The determination of validity of Claims shall occur within sixty (60) days of the end of the Claim Period. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final, binding, and non-appealable by either Party or by Settlement Class Members. Neither Plaintiffs nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

6.5 The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly provide Class Counsel and Wish.com's Counsel with information concerning notice, administration, and implementation of the Agreement. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

- a) promptly forward upon request to Wish.com's Counsel and Class Counsel, copies of all documents and other materials relating to the administration of the Settlement;
- b) receive requests from Settlement Class Members to Opt-Out from the Settlement Class and promptly provide to Class Counsel and Wish.com's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any Opt-Out requests from Settlement Class Members after the

Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Wish.com's Counsel;

- c) provide reports and summaries, as requested, to Class Counsel and Wish.com's Counsel, including without limitation, reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;
- d) employ reasonable procedures to screen Claim Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a Claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of waste, fraud, or abuse. The Settlement Administrator will review each Claim Form based upon the initial submission by Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate Benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay legitimate and Valid Claims only.
- e) prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all Opt-Outs and/or objectors. Such declaration shall be provided to Wish.com's Counsel and Class Counsel for filing with the Court no later than fourteen (14) days prior to the Final Approval Hearing.
- f) issue checks for payment of Valid Claims ("Benefit Checks"). Wish.com is obligated to pay Valid Claims only. All Benefit Checks issued pursuant to the Settlement shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. To the extent that a Benefit Check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issue, the check will be void.

VII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARD

7.1 Class Counsel will submit to the Court an Application seeking a Fee and Expense. The Fee and Expense Award shall be paid separate and apart from the Settlement, and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class. Court approval of the Fee and Expense Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee and Expense Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such

amounts at any time. Neither Class Counsel nor Plaintiffs will request nor will they accept any award inconsistent with these terms.

7.2 Class Counsel shall also submit to the Court an Application seeking the Class Representative Service Award. If approved by the Court, this award shall be payable to Class Representatives up to a maximum total amount of three thousand dollars (\$3,000) for each of the Class Representatives, to compensate each of the Class Representatives for their efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.

7.3 The Fee and Expense Award, as awarded by the Court, shall be payable within twenty (20) calendar days after entry of the Final Approval Order, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Class Counsel providing a promissory note or other agreed security for the recovery of all fees and expenses paid thereto in the event that the final judgment or Attorneys' Fees and Expenses award is reversed or reduced. Wish.com shall make the payment of the Fee and Expense Award to Class Counsel by depositing through a wire exchange into an account to be identified by Class Counsel, the sum so awarded and approved by the Court. Class Counsel shall provide to Wish.com, prior to the Final Approval Order, all wiring and account information necessary to enable Wish.com to make the payment required by this section. Wish.com agrees that it will pay the amounts approved by the Court within the time required by this section.

7.4 Class Counsel shall provide Wish.com with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice, and in no instance later than the Effective Date, to allow Wish.com to make the Fee and Expense Award payment as set forth above.

VIII. NOTICE AND DISSEMINATION TO THE SETTLEMENT CLASS, AND CLAIMS DEADLINES.

Subject to Court approval, the Parties agree that Wish.com shall cause notice of the proposed Settlement to be provided to the Settlement Class by the following methods:

8.1 Settlement Notice

The Parties agree that the Settlement Notice shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court. Collectively, the Settlement Notice shall in general terms set forth and sufficiently inform the Settlement Class Members of: (1) a short, plain statement of the background of the Action, the Class certification, and the essential terms of the Settlement; (2) appropriate means for obtaining additional information regarding the Settlement and the Action; (3) appropriate information concerning the procedure for objecting or opting-out from the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

8.2 Direct Email Notice

The Settlement Administrator shall cause the Direct Email Notice to be sent to all Settlement Class Members for whom Defendant has an email address in accordance with the Notice Plan attached as part of Exhibit B. The Parties agree that the Direct Email Notice provides to the Settlement Class and Settlement Class Members information sufficient to inform them of: the essential terms of the Settlement; appropriate means for obtaining additional information regarding the Settlement and the Action; and, appropriate information about the procedure for objecting or opting-out from the Settlement, if they should wish to do so.

8.3 Settlement Website

The Settlement Administrator will establish a Settlement Website at

www.WishPricingSettlement.com that will contain the complaint in the Action, the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Agreement, Settlement Notice, and Claim Forms. The Settlement Website will also identify key deadlines (e.g., the Claims Deadline, the Opt-Out Deadline, Objection Deadline, the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a “Frequently Asked Questions” section.

8.4 Toll-Free Telephone Support Line

The Settlement Administrator will establish a toll-free telephone support line that will provide Settlement Class Members with general information about the Action and will respond to frequently asked questions about the Action and claim procedure available exclusively through an interactive voice response (IVR).

8.5 Methods for Dissemination of Notice

As soon as practicable, but no later than twenty-five (25) days after the Court’s entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice consistent with the Preliminary Approval Order by setting up the Settlement Website on the Internet .

Within twenty-five (25) days after the entry of the Preliminary Approval Order, Wish.com shall publish, cause to be published, or ensure that the Settlement Administrator has caused to be published, the Direct Email Notice pursuant to the Notice Plan.

8.6 Declaration of Compliance

The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements set forth above and a statement of the number of Persons the Notice Plan reached. Such declaration shall be provided to Defendant’s Counsel and Class Counsel

and filed with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

8.7 Report on Requests for Exclusion and Objections

Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's counsel, a report stating the total number of Persons who have submitted timely and valid Opt-Out requests from the Settlement Class and Objections to the Settlement, and the names of such Persons.

IX. OBJECTIONS AND REQUESTS FOR EXCLUSION

9.1 Objections

Any Settlement Class Member who intends to object to the Settlement must do so no later than sixty (60) days after the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must file with the Clerk of the Court, and provide a copy to the Settlement Administrator, Class Counsel, and Defendant's counsel, a document that includes:

- a) The case name and number, *Golden, et al. v. ContextLogic Inc.*, Case No. 17PH-CV01741 (Phelps Circuit Court, MO.)
- b) The name, address, telephone number, and, if available, the email address of the Person objecting;
- c) The name and address of the lawyer(s), if any, who is representing the Person objecting in making the Objection or who may be entitled to compensation in connection with the Objection;
- d) A detailed statement of Objection(s), including the grounds for those Objection(s);
- e) Copies of any papers, briefs, or other documents upon which the Objection is based;
- f) A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g) The identity of all counsel (if any) who will appear on behalf of the Person

objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;

- h) A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- i) The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j) A detailed list of any other objection by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. This information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their efforts. Failing to provide this information will not affect the validity of the Objection, but may result in the Court presuming that the Objection is made by a professional objector.

9.2 Compliance with Objection Requirements

Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in the items (a) through (j) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel prior to the Final Approval Hearing.

The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

9.3 Requests for Exclusion

Any Settlement Class Member may Opt-Out or request to be excluded from the Settlement

Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so no later than sixty (60) calendar days after the Notice Date (the “Opt-Out Deadline”). In order to Opt-Out, a Settlement Class Member must mail to the Settlement Administrator a Request for Exclusion, as identified in Exhibit D, that is postmarked no later than the Opt-Out Deadline. The Opt-Out request must contain the requestor’s name, address, the words “I wish to be excluded from the *Golden v. ContextLogic* Class Action,” and signature.

Opt-Out Requests that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits an Opt-Out Request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order. Except for those Persons who have properly and timely submitted Opt-Out Requests, all Settlement Class Members will be bound by this Agreement and the Final Approval Order, including the Releases contained herein, regardless of whether they file a Claim or receive any monetary relief.

Any Person who timely and properly submits an Opt-Out request shall not (a) be bound by any orders or the Final Approval Order nor by the Releases contained herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

Each Person requesting to Opt-Out from the Settlement Class must personally sign his/her own individual Opt-Out request. No Person may Opt-Out of the Settlement Class by any other Person, and no Person shall be deemed Opted-Out of the Settlement Class through any purported “mass” or “class” Opt-Outs.

The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a final list of timely Opt-Out requests by the Settlement Administrator within five (5) business

days after the Opt-Out Deadline.

In the event that a Person submits an Opt-Out and an Objection, or presents a submission that is otherwise unclear on its face, as determined by the Settlement Administrator, the submission shall be interpreted to be an Opt-Out.

X. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the benefits described in Section V above, Wish.com will pay all actual fees and expenses for: (a) the costs of preparing and disseminating the notices provided for in Section VI above; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party expenses. Notwithstanding anything to the contrary herein, Wish.com shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiffs or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Action; (b) defending the Agreement or the Settlement against any challenge to either or both of them; or (c) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

XI. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 Preliminary Approval

Within seven (7) days following the date of the execution of this Agreement by the Parties, the Plaintiffs shall move the Court for entry of the Preliminary Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

11.2 Final Approval

No fewer than seven (7) days prior to the date set by the Court for the Fairness Hearing, the Plaintiffs shall apply to the Court for entry of the Final Approval Order, subject to changes

agreed to by the Parties for accuracy, formatting, or clarity.

At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: (a) grants final approval of the certification of the Settlement Class; (b) designates the Class Representatives; (c) designates Class Counsel conditionally approved in the Preliminary Approval Order; (d) grants final approval to the Settlement and establishes this Agreement as fair, reasonable, and adequate to the Settlement Class; (e) provides for the Releases of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; (f) orders the entry of judgment for Defendant on all claims, causes of action, and counts alleged in the Action, and incorporates the Releases stated in this Agreement, with each of the Parties to bear its or his own costs and attorneys' fees, except as provided in Section VII above; (g) authorizes the payment by Wish.com of Class Counsel's Fee and Expense Award in accordance with Section VII above and the terms of the Agreement; and (h) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.

XII. RELEASES

12.1 By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, the Action shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and effect the full and final release, by the Releasing Parties of all Released Claims, consistent with the terms of this Agreement. The relief provided for in this Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against the Released Parties related to the Released Claims.

12.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, existing now or arising in the future, whether direct, individual, representative, or class, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Settlement and that: a) is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause, or event; b) involves legal claims that have been asserted in the Action or could have been asserted in the Action; or c) involves legal claims about the Products or the advertising, marketing, promotion, labeling, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, packaging, or Labeling of the Products during the Class Period. The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Class Representatives in this Action and that personal injury claims are not included within the Released Claims.

12.3 Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which

provides:

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

12.4 The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

12.5 Each of the Releasing Parties shall forever refrain from instituting, filing, maintaining, prosecuting, or continuing any suit, action, claim, or proceeding against any of the Released Parties in connection with any of the Released Claims (a "Precluded Action"). If any of the Releasing Parties does institute, file, maintain, prosecute, or continue any such Precluded Action, Plaintiffs and Class Counsel shall cooperate with the efforts of any of the Released Persons to obtain dismissal with prejudice. The Releases shall be a complete defense to, and will preclude, any Released Claim in any suit, action, claim, or proceeding.

12.6 The Final Approval Order shall further provide for and effect the release of all known actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity,

contingent or absolute, that Wish.com now has against Plaintiffs, Class Representatives, or Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action, except with respect to any breach of the terms of this Agreement by any of Plaintiffs, Class Representatives, or Class Counsel.

12.7 The Court shall retain jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

XIII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. Court approval of Class Counsel's Fee and Expense Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee and Expense Award, the remainder of the terms of this Agreement shall remain in effect.

XIV. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Wish.com represents and warrants that: (a) it has the requisite corporate power and

authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Wish.com; and (c) the Agreement has been duly and validly executed and delivered by Wish.com and constitutes its legal, valid, and binding obligation.

14.3 Each Class Representative represents and warrants that she is entering into the Agreement on behalf of herself individually and as a proposed representative of the Settlement Class Members, of his own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that she will not file an Opt-Out request from the Settlement Class or object to the Agreement.

14.4 Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Action or pertaining to their purchases and/or use of the Products and/or the design, manufacture, testing, marketing, labeling, packaging or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person other than Plaintiffs have any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.

14.5 Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for

herein, except as expressly stated in this Agreement or any other validly executed written agreement.

XV. NO ADMISSIONS OF FAULT

The Agreement and every Agreement and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiffs, Wish.com, any Settlement Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

XVI. MISCELLANEOUS PROVISIONS

16.1 Conditional Nature of Settlement and Termination

Defendant and Plaintiffs shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in substantially the form attached hereto; (b) the Court's refusal to approve this Agreement or any part of it; (c) the Court's declining to enter the Final Approval Order in substantially the form attached hereto; (d) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (e) in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and neither of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (f) more than 1,000 members of

the Settlement Class Opt-Out from the Settlement pursuant to Section IX above.

16.2 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim 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.

16.3 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro*

tunc. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

16.4 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns All Released Parties other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Agreement.

16.5 Public Statements

None of the Parties will release any public statements regarding this Agreement or its terms, other than publication of the Class Notice. Notwithstanding the foregoing, the Parties may make such public disclosures about the Action or the Settlement that fairly and accurately describe the Settlement as any applicable law or regulation may require. Plaintiffs, Class Counsel, and the Settlement Administrator shall not make any public statements nor disclose to anyone unless requested or authorized by the Court: the total number of claims made; the total number of Units claimed; or, the total payout of Claims in dollars or any other measure.

16.6 Cooperation in Implementation

Defendant, Plaintiffs, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

16.7 Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Missouri, without regard to Missouri's conflict-of-laws principles.

16.8 Stay Pending Court Approval

Class Counsel and Wish.com's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section III of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise

asserts or involves, directly or indirectly, a Released Claim.

16.9 Signatures

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. Each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

16.10 Notices

Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and email to:

If to Plaintiffs or Class Counsel:

David Steelman
STEELMAN, GAUNT & HORSEFIELD
901 Pine, #110
P.O. Box 1257
Rolla, MO 65401-1257
dstelman@steelmanandgaunt.com

If to Wish.com or Wish.com's counsel:

Jeffrey S. Jacobson
KELLEY DRYE & WARREN LLP
101 Park Avenue
New York, NY 10178
jjacobson@kelleydrye.com

16.11 Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.12 Protective Orders

All orders, settlement agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

16.13 Binding on Successors

The Agreement shall be binding upon, and inure to the benefit of, the heirs, and Released Parties.

16.14 Arms-Length Negotiations

The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

16.15 Waiver

The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

16.16 Exhibits

All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

16.17 Taxes

No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Wish.com, Wish.com's counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

16.18 Retain Jurisdiction

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

16.19 No Attorneys' Fees

Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this Agreement, each party shall be responsible for its attorneys' fees and costs.

16.20 Support From The Parties


After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Settlement Class; (b) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file Objections to the Settlement or this Agreement.

16.21 Variance

In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as indicated by their signatures below.

Date: 12/4/2017

DocuSigned by:

Sherhonda Golden

Date: _____

Denise Valencia

Date: _____

David L. Steelman, attorney for Plaintiffs and the Class

Date: _____

ContextLogic Inc. d/b/a Wish.com

By: _____

Name: _____

Title: _____

Date: _____

Jeffrey S. Jacobson, attorney for ContextLogic Inc. d/b/a Wish.com

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as indicated by their signatures below.

Date: _____

Sherhonda Golden

Date: 12/1/2017

DocuSigned by:
Denise Valencia

Denise Valencia

Date: _____

David L. Steelman, attorney for Plaintiffs and the Class

Date: _____

ContextLogic Inc. d/b/a Wish.com

By: _____

Name: _____

Title: _____

Date: _____

Jeffrey S. Jacobson, attorney for ContextLogic Inc. d/b/a Wish.com

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as indicated by their signatures below.

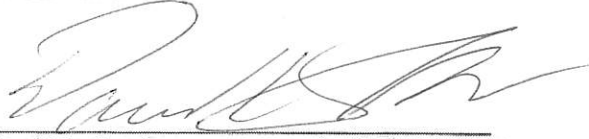
Date: _____

Sherhonda Golden

Date: _____

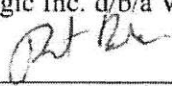
Denise Valencia

Date: 12-11-2017



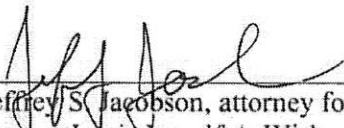
David L. Steelman, attorney for Plaintiffs and the Class

Date: Dec. 1, 2017

ContextLogic Inc. d/b/a Wish.com
By: 

Name: Rajat Bahri
Title: CEO

Date: Dec. 2, 2017



Jeffrey S. Jacobson, attorney for ContextLogic Inc. d/b/a Wish.com