

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

**You Are Receiving this Notice Because You May Have Been Incorrectly Sent a Text Message. You May Be Entitled to a Payment from a Class Action Settlement.**

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION.**

- This notice concerns the proposed Settlement to resolve claims in the lawsuit *Parker, et al. v. Universal Pictures, et al.*, M.D. Fla. Case No. 6:16-CV-01193-CEM-DCI.<sup>1</sup>
- Plaintiffs Ophelia Parker and Joseph Naso (“Plaintiffs”) allege that Defendants Legend Pictures, LLC, Legendary Pictures Funding, LLC, Legendary Analytics, LLC (now known as Applied Analytics Solutions, LLC (“AAS”)), Handstack, P.B.C. (“Handstack”) and Universal Pictures, a division of Universal City Studios LLC (collectively “Defendants”), violated the Telephone Consumer Protection Act 47 U.S.C. § 227, et seq. (the “TCPA”) by 1) sending text messages using an automatic telephone dialing system to the cellular telephones of persons who had not consented to receive such text messages; 2) sending text messages to numbers placed on the National Do-Not-Call registry; 3) sending text messages outside of permissible time-periods; and 4) sending text messages to recipients who requested not to be sent text messages.
- Defendants deny Plaintiffs’ allegations, deny any wrongdoing whatsoever, and have not conceded the truth or validity of any of the claims against them. By entering into the Settlement, the parties seek to avoid the risks and costs associated with further litigation. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, you remain in the Settlement Class, and you have submitted a valid Claim Form, then you will receive your payment by check.

<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Defendants about the Claims in this case.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

## BASIC INFORMATION

### 1. What is this notice about?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Parker, et al. v. Universal Pictures, et al.*, M.D. Fla. Case No. 6:16-CV-01193-CEM-DCI and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Carlos Mendoza of the United States District Court, Middle District of Florida, is overseeing this case.

### 2. What is this lawsuit about?

The lawsuit alleges that Defendants sent text messages to Plaintiffs' wireless telephone numbers without prior express written consent in violation of the Telephone Consumer Protection Act, 47 USC § 227 ("TCPA"), and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States. Specifically, the Complaint alleges that Defendants sent text messages to promote the release of the film *Warcraft* in the summer of 2016.

Defendants deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiffs and Defendants ("Parties") have determined that it is in their best interests to settle this case to avoid the expenses, uncertainties, and inconveniences associated with litigation. In addition, the Court has given preliminary approval of the Settlement and will make a final determination regarding the settlement after Class members are given this Notice and the

opportunity to object.

The Plaintiffs' Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.wctcpasettlement.com](http://www.wctcpasettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### **3. What is the Telephone Consumer Protection Act?**

The Telephone Consumer Protection Act (commonly referred to as the "TCPA") is a federal law that restricts telephone solicitations and the use of automated telephone equipment. The Plaintiffs here alleged that Defendants sent marketing text messages to individuals without the requisite prior written consent in violation of the TCPA.

### **4. Why is this a class action?**

In a class action, individuals called the "Class Representatives" (in this case, Plaintiffs Ophelia Parker and Joseph Naso) sue on behalf of themselves and other people with similar claims. All of the people who have claims similar to the Plaintiffs are members of the Settlement Class, except for those who exclude themselves from the class.

### **5. Why is there a settlement?**

The Court has not found in favor of either Plaintiffs or Defendants. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

## **WHO IS PART OF THE SETTLEMENT**

### **6. Who is included in the Settlement?**

The Settlement consists of four different classes (these are called the "Settlement Classes"):

1. The "ATDS Class" consists of all persons or entities within the United States who received one or more text messages as part of the *Warcraft* Text Messaging Campaign.
2. The "Internal-Do-Not-Call Class" consists of all persons within the United States who received more than one text message to a residential line as part of the *Warcraft* Text Messaging Campaign, one of which was received after the class member submitted a request to not receive additional texts.
3. The "National Do-Not-Call Class" class consists of all persons within the United States who received more than one text message to a residential line as part of the *Warcraft* Text Messaging Campaign (a) in a 12-month period; and (b) more than 30 days after the placement of their number on the National Do-Not-Call Registry.

4. The “Out of Time Class” class will consist of all persons within the United States who received more than one text message to a residential line as part of the *Warcraft* Text Messaging Campaign, at least one of which was before 8 A.M. or after 9 P.M. local time at the texted person’s location.

People included in one or more of the Settlement Classes are called “Settlement Class Members.”

Excluded from the Settlement Classes are (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate or control person of Defendants, and the officers, directors, agents, servants or employees of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

**7. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [wctcpasettlement.com](http://wctcpasettlement.com) or call the toll-free number, 1-833-402-1723. You also may send questions to the Settlement Administrator at *Parker v. Universal Settlement*, c/o JND Legal Administration, P.O. Box 91234, Seattle, WA 98111.

## THE SETTLEMENT BENEFITS

**8. What does the Settlement provide?**

Defendants have agreed to make \$19,225,515 available to pay individuals who submit valid claim forms, settlement administration costs, attorneys’ fees, a service award to the Class Representatives, and costs and expenses of the litigation. Each Settlement Class Member who timely submits a valid Claim Form will be entitled to receive a cash payment or “Settlement Award” for each Settlement Class of which he or she is a member. The Settlement Award for members of the ATDS Class will be \$35. The Settlement Award for members of the Internal-Do- Not-Call, National Do-Not-Call, and Out of Time classes will be \$50. There is a limit of one claim per Settlement Class. Depending on how many valid claim forms are submitted, it is possible that each Settlement Class Member’s payment will be reduced on a pro-rata basis to cover settlement administration costs, attorneys’ fees, a service award to the Class Representative, and the costs and expenses of the litigation.

As part of the Settlement, Legendary, AAS, and Universal have agreed not to send or direct any other person or entity to send any text messages to market, promote, publicize, or advertise the *Warcraft* film. Legendary has also agreed not to use the services of Handstack to send text messages to market, promote, publicize, or advertise any of Defendants’ products or services.

Handstack has agreed that it will not use, either for itself or for any client, the Cell Phone Number List or any part of it to send or direct any text message and will not provide the Cell Phone Number List to any other person or entity. Should Handstack, on behalf of itself or for any client, carry out any telemarketing using its web-based platform for sending and to groups and receiving return text messages (the “Handstack Platform”) as used for the *Warcraft* Text Message Campaign, to a cellular telephone service, Handstack shall be subject to the following terms: (1) Handstack shall maintain and create a database of individuals who have provided prior consent as required by the TCPA or the rules and regulations promulgated thereunder, to receive such calls/texts, including the date and manner in which such consent was obtained; (2) Handstack shall implement reasonable procedures to ensure that no phone number on the National Do Not Call Registry is called/texted

absent prior express consent from the person assigned the number; and (3) Handstack shall develop and implement a written TCPA compliance policy, which includes maintaining an internal opt-out list for any future telemarketing campaigns. However, these terms do not apply if such call/text is made to collect a debt owed to or guaranteed by the United States, made for emergency purposes, made with prior express consent of the called party, or otherwise made in compliance with the TCPA, the rules and regulations promulgated thereunder, and/or applicable case law, or made as an individual acting in the course of a business in which Handstack has no control over or authority to determine TCPA compliance or Handstack does not initiate the sending of text messages.

**9. How do I file a claim?**

If you qualify for a cash payment, you must complete and submit a Claim Form online at [www.wctcpasettlement.com](http://www.wctcpasettlement.com) or print the Claim Form and mail it to the Settlement Administrator at the address provided on the Claim Form. A Claim Form must be submitted online by **11:59 p.m. EST on July 10, 2019** or postmarked by **July 10, 2019**. You will need to provide your unique numerical identifier included on the Notice to access the Claim Form.

**10. When will I receive payment?**

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (see “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself-or it is sometimes referred to as “opting out” of the Settlement Class.

**11. How do I get out of the settlement?**

To exclude yourself from the Settlement, you must send a timely letter by mail to:

*Parker v. Universal Settlement*  
c/o JND Legal Administration  
P.O. Box 91234  
Seattle, WA 98111

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be “excluded from the Settlement Class” and that, absent of excluding yourself or “opting out,” you are “otherwise a member of the Settlement Classes in the proposed settlement of *Parker, et al., v. Universal Pictures, et al.*, no. 6:16-CV-01193-CEM-DCI (M.D. Fl.)” The request should also include your full name, address, and telephone number(s). If you timely request exclusion from the Settlement, you will be excluded and will not be bound by the judgment entered, and you will not be precluded from prosecuting any timely, individual claim against the Defendants.

Your exclusion request must be postmarked no later than **May 16, 2019**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

**12. If I do not exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

**13. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.wctcpasettlement.com](http://www.wctcpasettlement.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

**14. Will I receive a payment if I exclude myself from the Settlement?**

No. You will not get a payment if you exclude yourself from the Settlement.

## **THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in the case?**

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Edmund A. Normand NORMAND PLLC  
3165 McCrory Place, Suite 175  
Orlando, FL 32803  
Tel: 888.274.6434

William C. Gray GRAY LLC  
17 N. State Street Suite 1600  
Chicago, IL 60602  
Tel: 312.278.7900

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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

Class Counsel intends to request up to 23.41% of the Total Settlement Value for attorneys' fees plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation of up to \$200,000. The fees and expenses awarded by the Court will be deducted from the Total Settlement Value. The Motion for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$5,000 for each of the Plaintiffs to be deducted from the Total Settlement Value for their services as representative on behalf of all Settlement Class Members.

## **OBJECTING TO THE SETTLEMENT**

## **17. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name and case number: *Parker, et al. v. Universal Pictures, et al.*, Case No. 6:16-CV-01193-CEM-DCI.
- 2) Your name, address, telephone number, the cell phone number at which you received text messages related to the film *Warcraft* from May 1, 2016 through April 8, 2019, and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) A signed statement stating, under penalty of perjury, that you received one or more text messages sent by or on behalf of Defendants related to the *Warcraft* film from May 1, 2016 through April 8, 2019 and are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times in which you, your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you, your counsel, or your counsel's law firm has made such objection, and a copy of any orders related to or ruling upon you, your, counsel's, or your counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

8) Any and all agreements that relate to the objection or the process of objecting-whether written or verbal-between you or your counsel and any other person or entity.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

If you file and serve a written objection and statement of intent to appear, you may appear at the Final Approval Hearing, either in person or through your personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement.

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **May 16, 2019**.

Clerk of the Court	Class Counsel	Defendants’ Counsel
United States District Court for the Middle District of Florida 401 West Central Boulevard Orlando, Florida 32801	Edmund A. Normand NORMAND PLLC 3165 McCrory Place, Suite 175 Orlando, FL 32803  William C. Gray GRAY LLC 17 N. State Street, Suite 1600 Chicago, IL 60602	Steven A. Marenberg Michael D. Harbour Stephen M. Payne IRELL & MANELLA, LLP 1800 Avenue of the Stars, Suite 900 Los Angeles, CA 90067  Gregory W. Herbert GREENBERG TRAUIG LLP 450 S Orange Avenue, Suite 650 Orlando, FL 32801

**18. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

### 19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **July 17, 2019 at 2:00 P.M. EST** at the Orlando U.S. Courthouse, 401 West Central Boulevard Orlando, Florida 32801. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.wctcpasettlement.com](http://www.wctcpasettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### 20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (see Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

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

If you are a Settlement Class member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

## MORE INFORMATION

### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [wtcpasettlement.com](http://wtcpasettlement.com). You also may write with questions to the Settlement Administrator at: Parker v. Universal Settlement, c/o JND Legal Administration, P.O. Box 91234, Seattle, WA 98111, or call the toll-free number, 1-833-402-1723.

The above description of the case is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the case, you should visit the website of the Administrative Office of the U.S. Courts, Pacer Service Center, located at <http://pacer.psc.uscourts.gov/>. You may also visit or call the Clerk's office at 401 West Central Boulevard, Orlando, Florida 32801. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. You may also contact Ed Normand of Normand PLLC, Class Counsel, through [www.ednormand.com](http://www.ednormand.com), or calling (888) 274-6434.