

IF YOU RECEIVED A TEXT MESSAGE ON YOUR CELL PHONE FROM OR ON BEHALF OF SIMPLY FASHION STORES FROM JULY 23, 2009, THROUGH SEPTEMBER 30, 2013, YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT.

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. This notice is to inform you of a class action settlement.
Para ver este aviso en español, visite www.SimmsTCPAsettlement.com

- A Settlement has been reached in a class action lawsuit that seeks to hold ExactTarget, LLC (hereinafter “Defendant”) liable under the Telephone Consumer Protection Act for allegedly unauthorized text messages sent by or on behalf of Simply Fashion to consumers’ cellular telephones via an ExactTarget text messaging platform.
- The Settlement includes all persons in the United States who received a text message via an ExactTarget texting platform from or on behalf of Simply Fashion from July 23, 2009, through September 30, 2013.
- Defendant has agreed to pay \$6,250,000 (the “Settlement Fund”) to settle the lawsuit. After deducting costs of notice and claims administration, attorneys’ fees and litigation costs, and an incentive payment to the class representative, the remaining amount will be divided on a *pro rata* basis (equally) among everyone who files a valid claim.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim Form	This is the only way to receive a cash payment from the Settlement Fund.
Exclude Yourself from the Settlement	This is the only option that allows you to be part of any other lawsuit against the Defendant, ExactTarget, for the legal claims made in this lawsuit and released by the Settlement Agreement.
Object to the Settlement	Write to the Court with reasons why you do not like the Settlement.
Participate in the Hearing	Ask the Court for permission for you or your attorney to appear and be heard at the final fairness hearing.
Do Nothing	If you do nothing, you will not receive a cash payment from the Settlement Fund and you will give up your rights to be part of any other lawsuit against the Defendant for the legal claims made in this lawsuit and released by the Settlement Agreement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.SimmsTCPAsettlement.com, or call 1-844-245-3777.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed if the Court approves the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. Why Is This Notice Being Provided?

The Court directed that this Notice be sent because you have a right to know about the proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, the Claims Administrator appointed by the Court will make the payments that the Settlement provides to those who have submitted valid and approved claims. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Southern District of Indiana. The case is known as *Simms v. ExactTarget, LLC*, Case No. 1:14-cv-00737-WTL-DLP (the “Action”). The person who filed the lawsuit, Latonya Simms, is called the Plaintiff. The company she sued, ExactTarget, LLC, is called the Defendant.

2. What Is This Lawsuit About?

Plaintiff seeks to hold Defendant liable under the Telephone Consumer Protection Act (“TCPA”) for text messages sent to consumers’ cellular telephones by or on behalf of Simply Fashion and using an automatic telephone dialing system or with an artificial or prerecorded voice message, without consent either because the consumers never asked to receive the Simply Fashion text messages or because they continued receiving the Simply Fashion text messages after asking for them to stop. Defendant denies any wrongdoing.

3. What Is A Class Action?

In a class action, one or more people called a Class Representative(s), in this case Latonya Simms, sue on behalf of people who have similar claims. Together, the Class Representative and group of individuals are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who request to be excluded from the Settlement.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, the Plaintiff and Defendant agreed to settle the Action to avoid the risks and cost of a trial. The Settlement also allows Class Members to be compensated without further delay. The Class Representative and her attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

5. Am I Included?

If you received an email or postcard providing notice of the Settlement, you have been identified as a user of a cell phone number that Defendant’s records show as having been sent a text message by or on behalf of Simply Fashion during the relevant time period. Specifically, the Settlement includes all persons in the United States who received a text message via an ExactTarget texting platform from or on behalf of Simply Fashion from July 23, 2009, through September 30, 2013 (the “Class Period”). The Parties estimate that there are approximately 528,451 persons in the Settlement Class.

THE SETTLEMENT BENEFITS

6. What Does The Settlement Provide?

The Settlement provides \$6,250,000 (the “Settlement Fund”). After deducting the notice and claims administration costs, payment of attorneys’ fees and costs of litigation, and any incentive payment to the Class Representative, the net Settlement Fund will be divided equally among all Settlement Class Members who file approved claims.

7. How Much Will My Payment Be?

Payment amounts depend on the number of valid claims submitted. Each Settlement Class Member who files an approved claim will be entitled to a one time *pro rata* (i.e., equal or proportional) share of the net Settlement Fund, up to \$1,500 per person. The Claims Administrator will issue payments by way of check. Any unclaimed or un-cashed funds or checks will be divided among the Settlement Class Members who cashed their settlement checks if the remaining amount will provide for more than \$10 per person, otherwise it will become part of the Settlement Fund for *cy pres* distribution to the Privacy Rights Clearinghouse, or a similar organization approved by the Court.

HOW TO GET SETTLEMENT BENEFITS

8. How Do I File A Claim For A Payment?

You may make a claim for a cash payment in one of two ways:

- (1) Submitting a claim online at the Claims Administrator’s Settlement website: www.SimmsTCPAsettlement.com, or
- (2) Submitting a claim by mail by either downloading a Claim Form from the Settlement website or requesting by telephone that the Claims Administrator mail you a copy of the Claim Form, completing such paper Claim Form, and mailing the completed Claim Form to the Claims Administrator.

Claim Forms must be submitted online by 11:59 p.m. Central Time on **June 12, 2018** or postmarked by **June 12, 2018**. You may make only one claim for each cellular phone number that received a text message from Defendant’s text messaging platforms.

9. When Will I Get My Payment?

The Court has scheduled a Final Approval Hearing before Judge William T. Lawrence at 1:30 p.m. on July 20, 2018 in Courtroom 202 of the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204. You or your attorney (at your expense) may attend this hearing if you desire and request to address the Court regarding any matters relating to this Settlement.

THE LAWYERS REPRESENTING YOU

10. Do I Have A Lawyer In This Case?

Yes, the Court has appointed Ronald A. Marron, Alexis M. Wood and Kas L. Gallucci of The Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92103 to represent you and other Class Members as “Class Counsel.” Their contact information is below.

Questions? Call 1-844-245-3777 or go to www.SimmsTCPAsettlement.com

Ronald A. Marron
Alexis M. Wood
Kas L. Gallucci
The Law Offices of Ronald A. Marron
651 Arroyo Drive
San Diego, California 92108
Admin@ConsumersAdvocates.com

You may hire your own lawyer at your own expense, but you don't have to.

11. How Will The Lawyers, Class Representative And Claims Administrator Be Paid?

Class Counsel will apply to the Court for their attorneys' fees and expenses (no more than one-third of the Settlement Fund, or \$2,083,333.33), as well as all reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement (estimated to be approximately \$225,000), and an Incentive Award in the amount of no more than \$5,000 for the Class Representative for her efforts in bringing the action and assisting throughout the litigation. If approved by the Court, all of these amounts will be deducted and paid from the Settlement Fund before making payments to Class Members who submit valid claims.

YOUR RIGHTS AND OPTIONS

12. What Happens If I Do Nothing At All?

If you're a member of the Settlement Class and you do nothing at all, you will remain in the Settlement, but you will not get a payment. If the Court approves the Settlement, you'll give up your right to sue ExactTarget on the issues the Settlement concerns through an individual or class action.

If you're a member of the Settlement Class but want to retain your rights to sue ExactTarget on the issues the Settlement concerns, you have the option to exclude yourself, which is discussed below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting out" of the Class.

13. What Happens If I Ask To Be Excluded?

If you're a Settlement Class Member and you ask to be excluded from the Settlement, you'll keep the right to sue ExactTarget on the issues the Settlement concerns, but ExactTarget can raise all of its defenses. You will not be legally bound by the Court's orders or any judgment related to the Class and the Defendant in this class action and you will not be entitled to any relief the Settlement provides.

14. How Do I Ask To Be Excluded?

You may request to be excluded from the Settlement Class by sending a letter to the Claims Administrator. For your request to be valid, you must send a written request (1) stating that you want to be excluded from the Settlement in *Simms v. ExactTarget, LLC*, No. 14-cv-00737, (2) including your name, address, and the telephone number at which you allegedly received a text message from or on behalf of Simply Fashion, (3) that is physically signed by you, and (4) postmarked on or before **June 5, 2018** You must mail your exclusion request to:

Questions? Call 1-844-245-3777 or go to www.SimmsTCPAsettlement.com

Simms v. Exact Target, LLC Claims Administrator
PO Box 11730
Philadelphia, PA 19101-1730

You cannot exclude yourself on the phone or by email.

15. If I Do Not Exclude Myself, Can I Sue The Defendant For The Same Thing Later?

If you are a member of the Settlement Class and you do not submit a request for exclusion, you'll give up your right to sue ExactTarget on the issues the settlement concerns through an individual or class action.

16. If I Exclude Myself From The Settlement Class, Can I Get Anything From The Settlement?

No. If you exclude yourself from the Settlement Class, do not submit a Claim Form. You will no longer be able to receive a benefit from the Settlement.

17. How Do I Tell The Court That I Do Not Like The Settlement?

If you are a Class Member, you can object to the Settlement or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To object, you must mail a letter or other document saying that you object to the Settlement of *Simms v. ExactTarget, LLC*, United States District Court for the Southern District of Indiana, Case No. 14-cv-00737. Your objection must also include your name, address, current telephone number, the telephone number at which you allegedly received a text message from or on behalf of Simply Fashion, your signature, the reason you object to the Settlement and any documents that support your objection. Mail the objection to the Clerk of the Court at the address below, postmarked no later than **June 5, 2018**. If you are represented by a lawyer, your lawyer must file your objection or comment with the Court. Include your lawyer's contact information in the objection or comment.

Clerk of the Court
Room 105
U.S. District Court
Southern District of Indiana
46 E. Ohio Street
Indianapolis, IN 46204

18. May I Speak To The Court About My Objection?

Yes, you may also ask the Court for permission to speak at the fairness hearing. To do so, you must either include in your objection a statement designating it as your "Objection and Notice of Intention to Appear at Final Fairness Hearing," or you must send a letter stating such intent to the Clerk of the Court. If submitted separately from an objection, your Notice of Intention to Appear at Final Fairness Hearing must include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **June 5, 2018**.

You cannot object or speak at the hearing if you "excluded yourself" from the Class.

19. What Is The Difference Between Objecting To And Asking To Be Excluded From The Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means telling the Court that you don't want to be part of the Settlement

Questions? Call 1-844-245-3777 or go to www.SimmsTCPAsettlement.com

Class. If you exclude yourself from the Settlement Class, you're excluding yourself from the entire Settlement, and you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When And Where Is The Fairness Hearing?

The Court will hold a final fairness hearing at **1:30 p.m. on July 20, 2018** at the United States District Court for Southern District of Indiana, in Courtroom 202 of the Birch Bay Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204 before the honorable William T. Lawrence. If anyone has asked to speak at the hearing (see Question 18), Judge Lawrence will listen to him or her at that time. The Court will decide after the hearing whether to approve: (1) the Settlement as fair and reasonable; (2) the amount of attorneys' fees and costs of litigation; (3) the costs of notice and claims administration; and (4) the incentive payment to be provided to the Plaintiff as Class Representative. The Motion for Attorney's fees and costs will be posted on the website after it is filed.

We do not know how long these decisions will take.

21. Do I Have To Come To The Hearing?

No. Class Counsel will answer questions Judge Lawrence may have that are directed to the Class. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

22. Are There More Details About The Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be viewed or downloaded http://www.simmstcpasettlement.com/DocumentHandler.ashx?DocPath=/Documents/Simms_v_ExactTarget_Settlement_Agreement.pdf and is part of the Court's file, a public record. Many of the Court papers, including this Notice, the Settlement Agreement and the Order for Preliminary Approval are also posted on the Settlement website www.SimmsTCPAsettlement.com. You can obtain a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Simms v. ExactTarget, LLC*, Case No. 1:14-cv-00737-WTL-DLP at the Clerk's office at the U.S. District Court for the Southern District of Indiana, 46 East Ohio Street, Indianapolis, IN 46204. The clerk's office has the ability to make copies of any such public documents for you for a fee. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court's PACER document review system (www.pacer.gov). Any questions that you may have concerning this Notice should not be directed to the Court, but should be directed to the Claims Administrator.

**CONTACT THE CLAIMS ADMINISTRATOR WITH ANY QUESTIONS
1-844-245-3777 OR GO TO WWW.SIMMSTCPASETLEMENT.COM.**

23. What Am I Giving Up In Exchange For The Settlement?

Unless you exclude yourself, you will release ExactTarget, LLC and its past, present and future parents (including salesforce.com, inc.), subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,

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shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives (collectively “Released Parties”) from any and all claims related to unauthorized text messages sent by or on behalf of Simply Fashion from an ExactTarget platform during the Class Period. You will no longer be able to sue, continue to sue, or be part of any other lawsuit against Defendant and related parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court’s orders, as well as the “Released Claims” (see next question).

24. What Are The Released Claims?

The “Released Claims” are any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the sending of allegedly unauthorized text messages from the ExactTarget platform by or on behalf of Simply Fashion during the Class Period, including alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, and similar state laws relating to sending of text messages without consent. The Parties acknowledge and agree that the Settlement does not release any claims held by the States or other governmental entities.

The release also covers known and unknown claims, and waives rights under California Civil Code Section 1542 and similar statutes. This means that all of the Court’s orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this lawsuit. The full terms of this Release are contained in the Settlement Agreement, Section 15.01 available at www.SimmsTCPAsettlement.com, or at the public court records on file in this lawsuit.