

NOTICE OF SCHOOL CALLS TCPA SETTLEMENT

Valladares v. Blackboard Connect Inc. and Blackboard Inc., No. 2016 CH 06482 (Ill. Cir. Ct. Cook Cnty.)
(Circuit Court of Cook County, Illinois, County Department, Chancery Division)

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED, AND YOU MAY BE ENTITLED TO A PAYMENT OF UP TO \$60 OUT OF A SETTLEMENT FUND IF YOU ARE AN INDIVIDUAL OR ENTITY WHO RECEIVED NON-EMERGENCY CALLS OR TEXT MESSAGES SENT USING BLACKBOARD EQUIPMENT BETWEEN DECEMBER 22, 2010 AND SEPTEMBER 1, 2016 TO WHICH YOU HAD NOT CONSENTED OR FOR WHICH YOU HAD PREVIOUSLY WITHDRAWN CONSENT. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

This is a court-authorized Notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized Notice of a proposed settlement in a class action lawsuit pending in the Circuit Court of Cook County, Illinois before the Honorable Franklin U. Valderrama. If approved, the settlement will resolve a lawsuit brought on behalf of persons who allege that Blackboard Inc. and Blackboard Connect, Inc. (collectively “Blackboard”) unlawfully sent automated phone calls and text messages to persons who did not consent to receive such automated phone calls or text messages. If you received this Notice, you have been identified as someone who may have received one of these automated phone calls or text messages. The Court has granted preliminary approval of the settlement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Blackboard violated the federal Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by sending automated telephone calls and text messages - related to schools and others - to persons who did not consent to receive such calls or messages. Blackboard contests the claims in the complaint and denies that it violated the TCPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called “Class Representatives” sue on behalf of people who have similar claims. All of these people together are a “Settlement Class” or “Settlement Class Members.” The settlement, if granted final approval by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement that, if approved, will resolve all claims against Blackboard, its affiliated entities, and its customers. The settlement requires Blackboard to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and an incentive payment to the Class Representative, if approved by the Court. As part of the settlement, Blackboard has agreed to implement certain service improvements. The settlement is not an admission of wrongdoing by Blackboard and does not imply that there has been, or would be, any finding that Blackboard violated the law. In fact, Blackboard strenuously denies that it violated the TCPA or any similar laws.

The Court has already preliminarily approved the settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the settlement before it can take effect. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to the final approval of the settlement, and to submit a Proof of Claim Form to receive the monetary relief offered by the settlement. If the Court does not give final approval to the settlement, or if it is terminated by the Parties, the settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

**QUESTIONS? VISIT www.SchoolCallsTCPASettlement.com
OR CALL TOLL-FREE 888-849-1312.**

WHO IS IN THE SETTLEMENT CLASS?

You're a member of the Settlement Class if you are an individual or entity who received non-emergency calls or text messages sent using Blackboard Equipment between December 22, 2010 and September 1, 2016 to which you had not consented or for which you had previously withdrawn consent.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the settlement, you may submit an electronic Proof of Claim Form at www.SchoolCallsTCPASettlement.com by **November 21, 2016**, or send a completed paper Proof of Claim Form to School Calls TCPA Settlement, Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838, postmarked by **November 21, 2016**.

Submitting a valid and timely Proof of Claim Form is the only way to receive a payment from this settlement, and is the only thing you need to do to receive a payment.

(2) Exclude Yourself.

You may exclude yourself from the settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Blackboard and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. You may contact the Claims Administrator at 888-849-1312 and select option 6 on the Main Menu to find out whether a particular entity, school, or school district is a Released Party under the Settlement Agreement. To exclude yourself from the settlement, you must mail a signed letter to School Calls TCPA Settlement, Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838, postmarked by **November 21, 2016**. You may also exclude yourself online at www.SchoolCallsTCPASettlement.com. The exclusion letter must state that you exclude yourself from this settlement and must include the name and case number of this litigation, as well as your full name, address, and the telephone numbers at which you received an automated call or text message from Blackboard or sent using Blackboard Equipment.

(3) Object to the Settlement.

If you wish to object to the settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Room 802, Chicago, Illinois 60602. The objection must be received by the Court no later than **November 21, 2016**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing Plaintiff and the Settlement Class (Myles McGuire, Evan M. Meyers, and Paul T. Geske; MCGUIRE LAW, P.C.; 55 West Wacker Drive, 9th Floor, Chicago, Illinois 60601), as well as the attorneys representing Defendants (Martin W. Jaszczuk and Keith Gibson; LOCKE LORD, LLP; 111 South Wacker Drive, Chicago, IL 60606), postmarked no later than **November 21, 2016**. Any objection to the proposed settlement must include your full name; address; the telephone number(s) at which you received an automated call or text message from Blackboard or sent using Blackboard equipment; the telephone carrier associated with each such identified telephone number; whether each identified telephone number is a cellular phone or a residential landline; and all grounds for the objection with factual and legal support for the stated objection. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by no later than the objection deadline of **November 21, 2016**. If you do hire your own attorney, you will be solely responsible for the payment of any fees and expenses the attorney incurs on your behalf.

You may appear at the Final Approval Hearing, to be held on **January 4, 2017 at 2:30 p.m.**, in Courtroom 2305 of the Circuit Court of Cook County, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the settlement, and/or the request for attorneys' fees and expenses, and/or the request for compensation awards to the Class Representatives are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as to identify any exhibits they intend to introduce at the Final Approval Hearing.

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(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any Released Claims. ***Submitting a valid and timely Proof of Claim Form is the only way to receive a payment from this settlement.***

WHAT DOES THE SETTLEMENT PROVIDE?

A. Service Improvements and Assurances. Blackboard has agreed to change certain practices going forward, by making it easier for those who receive automated phone calls or text messages to opt out of receiving such phone calls or text messages if, for example, they are the unintended recipient of those calls or messages.

B. Cash Payments. In addition to the prospective relief described above, Blackboard has agreed to create a \$7,500,000 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Proof of Claim Form in order to receive a payment out of the Settlement Fund. If the settlement is approved, each Settlement Class Member who submits a valid, timely Proof of Claim Form will be entitled to a payment of up to \$60 per valid phone number to be paid out of the Settlement Fund. The exact amount of each Class Member's payment is unknown at this time; it may be as much as \$60, per valid phone number, but it may be less depending on several factors, including how many Settlement Class Members return valid Proof of Claim Forms and the costs of the other expenses to be paid from the Settlement Fund. The Settlement Administrator will issue a check to each Class Member who submits a valid Proof of Claim Form following the final approval of the settlement. All checks issued to Settlement Class Members will expire and become void 180 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to one-third of the Settlement Fund plus reimbursement of their costs for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the settlement. The Class Representative will also apply to the Court for a payment of up to \$10,000 for his time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Blackboard and its related agents, related entities, and customers, including schools and school-related customers, relating to the making of automated calls or sending of text messages from December 22, 2010 through September 1, 2016. Giving up your legal claims is called a release. The precise terms of the release are set forth in the Settlement Agreement, which is available on the settlement website listed below. Unless you formally exclude yourself from this Settlement, you will release your claims against all of the Released Parties whether or not you submit a Proof of Claim Form and receive payment. You may contact the Claims Administrator at 888-849-1312 and select option 6 on the Main Menu for further information regarding whether a particular entity, school, or school district is a Released Party under the Settlement Agreement. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot accurately predict when (or whether) the Court will give final approval to the settlement. Please be patient. However, if the Court grants final approval of the settlement, you will be paid as soon as possible after the Court order becomes final, which should occur within approximately 90 days after final approval of the settlement. If there is an appeal of the settlement, payment may be delayed. Updated information about the case is available at www.SchoolCallsTCPASettlement.com, or you can call the Settlement Administrator at 888-849-1312 or contact Class Counsel (contact information provided below).

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the settlement. A final hearing on the settlement, called a final approval or fairness hearing, will be held to determine the fairness of the settlement. At the Final Approval Hearing, the Court will consider whether to make final the certification of the class for settlement purposes, hear any proper objections and arguments to the settlement, as well as any requests for an award of attorneys' fees and expenses and Class Representative incentive awards that may be sought by Class Counsel. The Court will hold the fairness hearing on January 4, 2017 at 2:30 p.m. at the Richard J. Daley Center, 50 West Washington Street, Courtroom 2305, Chicago, Illinois 60602.

If the settlement is given final approval, the Court will not make any determination as to the merits of the claims

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against Blackboard or its defenses to those claims. Instead, the settlement's terms will take effect, and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the settlement, if it approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will not be paid at this time, and Class Members will receive no benefits from the settlement. Plaintiff, Blackboard, and all of the Class Members will be in the same position as they were prior to the execution of the settlement, and the settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Blackboard will continue to litigate the lawsuit. There can be no assurance that, if the settlement is not approved, the Settlement Class will recover more than what is provided in the settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Myles McGuire
Evan M. Meyers
Paul T. Geske
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
mmcguire@mcgpc.com
emeyers@mcgpc.com
pgeske@mcgpc.com
Tel: 312-893-7002

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement, which, along with other documents, can be obtained at www.SchoolCallsTCPASettlement.com. If you have any questions, you can also call the Settlement Administrator at 888-849-1312 or Class Counsel at the phone number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. To find out whether a particular entity, school, or school district is a Released Party, you may contact the Claims Administrator at 888-849-1312 and select option 6 on the Main Menu. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.