

Detailed Notice¹

THUNDER STUDIOS, INC., et al. v. BOBCO METALS, LLC, Case No. BC528359
Los Angeles Superior Court

IF YOU ARE A SUBSCRIBER – I.E., THE BILLING PARTIES ON RECORD WITH THE TELEPHONE COMPANY – OF FACSIMILE TELEPHONE NUMBERS AND THAT RECEIVED AN ADVERTISEMENT (AS DEFINED UNDER THE TELEPHONE CONSUMER PROTECTION ACT) AT THOSE FACSIMILE TELEPHONE NUMBERS DURING THE PERIOD OF NOVEMBER 21, 2009, TO NOVEMBER 21, 2013 (THE “CLASS PERIOD”), VIA FACSIMILE FROM OR ON BEHALF OF BOBCO METALS, LLC.

A court authorized this notice. This is not a solicitation from a lawyer.

- Plaintiff Thunder Studios, Inc. (“Plaintiff”) alleges against Defendant Bobco Metals, LLC (“Defendant”) in the above-mentioned class action (“Action”) that Defendant violated the Telephone Consumer Protection Act, as amended by the Junk Fax Prevention Act, 47 U.S.C. § 227, and regulations of the Federal Communications Commission promulgated thereunder (collectively, “TCPA”) and California’s parallel law, Cal. Bus. and Prof. Code § 17538.43, by sending, via facsimile transmission, unsolicited advertisements and advertisements that do not comply with the law’s requirements. Plaintiff also asserts an unfair business practices claim under California Business and Professions Code § 17200 (“UCL”), which mirrors its other claims, and a conversion claim.
- Defendant denies all material allegations and claims asserted in the Action and denies all allegations of wrongdoing and liability.
- The case has been litigated but there has not been a trial. The Court has not decided in favor of Plaintiff or Defendant, or whether the case should proceed as a class action.
- A Settlement has been reached in the Action that would avoid the further risk and cost associated with continuing the litigation, provide payment to Settlement Class Members and release Defendant from further liability. For settlement purposes, the “Class” is defined as follows: “All persons and entities that were subscribers – i.e., the billing parties on record with the telephone company – of facsimile telephone numbers and that received an advertisement (as defined under the Telephone Consumer Protection Act) at those facsimile telephone numbers during the period of November 21, 2009, to November 21, 2013 (the “Class Period”), via facsimile from or on behalf of BOBCO METALS, LLC.”
- Class Members may make only one claim per Fax Number for any advertisements they received from BOBCO METALS, LLC during the relevant Class Period.
- The Settlement, if approved, would provide not more than \$225,000 to pay claims from Class Members. Defendant has agreed to terms that provide up to a \$35 payment to each settlement class member who makes a timely claim; payment of fees and costs of Settlement Class Counsel, Nami Law Firm and Hersh & Hersh in the amount of \$89,000.00; payment of a service award bonus of \$1,000 to Settlement Class Representative Thunder Studios, Inc.; and payment of the costs of the Class Administrator.

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

¹ Capitalized terms not otherwise defined herein have the same definitions as set forth in the Class Action Settlement Agreement (“Settlement Agreement”), a copy of which can be found online at the Settlement Website www.bobcofaxsettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing	You receive no benefits under the settlement. You give up your right to sue on your own regarding any claims that are part of the settlement.
Exclude Yourself or “Opt Out” of the Settlement	You can opt out of the settlement. If you do so, you will not be eligible to receive a payment. But you will retain the right to sue on your own regarding any claims that are part of the settlement.
Object	You may remain a part of the settlement class and write to the Class Administrator and explain why you do not like the settlement. You may appear and speak at the Final Settlement Hearing on your own or through a lawyer hired by you at your own expense. You do not have to appear in court to have your objection considered by the judge.
Submit a Claim	You may be eligible to receive a settlement payment for up to \$35.00 if you qualify, but you must submit a claim form. If you submit a claim form, you will be bound by the terms of the Settlement Agreement and give up your right to sue on your own regarding any claims that are part of the settlement.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *THUNDER STUDIOS, INC., et al. v. BOBCO METALS, LLC, Case No. BC528359; Superior Court of California, Los Angeles*. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What is the class action lawsuit about?

In a class action lawsuit, one or more people, called “Named Plaintiffs” or “Class Representatives,” sue on behalf of people who the Class Representative believes has similar claims. The people together are called the “Class” or “Class Members.” In this case, the Class Representative and the company being sued, the Defendant, have reached a proposed settlement. A Court is considering whether to approve the settlement, so it has allowed, or “certified,” this case as a class action for settlement purposes only. All decisions that the Court makes concerning the settlement will affect all Class Members.

Here, the Class Representative claims that Defendant violated the Telephone Consumer Protection Act, as amended by the Junk Fax Prevention Act, 47 U.S.C. § 227, and regulations of the Federal Communications Commission promulgated thereunder (collectively, “TCPA”) and California’s parallel law, Cal. Bus. and Prof. Code § 17538.43, by sending, via facsimile transmission, unsolicited advertisements and advertisements that do not comply with the law’s requirements. The Class Representative further asserts an unfair business practices claim under California Business and Professions Code § 17200 (“UCL”), which mirrors its other claims, and a conversion claim.

The Court has provisionally certified the lawsuit as a class action for settlement purposes only (the “Settlement Class”). BOBCO METALS, LLC denies that it did anything wrong. Without admitting or conceding any fault, wrongdoing or liability, and solely to avoid the inconvenience and expense of further litigation, Defendant has agreed to settle all claims as described herein.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Both sides agreed to a Settlement to avoid the risk, expense and distraction of litigation. The Class Representatives and the lawyers representing the Settlement Class (“Class Counsel”) think the Settlement is fair and recommend it for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

You are in the Settlement Class if you are a person or entity that was the subscriber – i.e., the billing party on record with the telephone company – of the facsimile telephone number and that received an advertisement (as defined under the Telephone Consumer Protection Act) at that facsimile telephone numbers during the period of November 21, 2009, to November 21, 2013 (the “Class Period”), via facsimile from or on behalf of BOBCO METALS, LLC.

The Settlement Class does not include any person who excludes him, her, or itself from the Settlement by following the procedures described under Question 7. A potential class member who does not exclude him, her or itself is a “Settlement Class Member.”

THE SETTLEMENT BENEFITS THAT YOU WILL RECEIVE

5. What will I receive as part of the Settlement?

A \$35 payment check will be distributed to each Class Member submitting a valid Claim Form showing that such Class Member was a subscriber – i.e., the billing party on record with the telephone company – of a fax telephone number and that such Class Member received an advertisement at that fax number during the Class Period from Defendant. Each Class Member may only submit one Claim Form and may only receive one payment check of \$35. If the total value of claims made by Class Members exceeds \$225,000, payment to each Class Member shall be reduced on a pro rata basis such that the sum total value of all checks issued does not exceed \$225,000. Claim Forms will be made available on a settlement website maintained by the Claims Administrator and must either be submitted electronically through the settlement website to the Claims Administrator during the Claims Period or be printed from the settlement website and mailed to the Claims Administrator during the Claims Period.

Additionally, Defendant represents and warrants that it has discontinued sending the unsolicited fax advertisements that Plaintiff alleges violated the TCPA.

6. What am I giving up by staying in the Settlement Class and getting the Settlement payment?

Unless you exclude yourself, you will stay in the Settlement Class and be a Settlement Class Member. That means that you cannot sue or be part of any other lawsuit against Defendant on claims concerning the matters addressed in this settlement.

The Settlement Agreement describes the claims you are releasing in detail.

If you have any questions about the Released Claims, you can talk to Class Counsel, listed under Question 8, for free, or you can, at your own expense, talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to keep the right to sue or continue to sue Defendant on your own about the Released Claims under the Settlement, then you must take steps to exclude yourself from the Settlement.

7. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded. You must sign the letter and include your full name, address fax number and phone number. You must also include the following statement: "I request to be excluded from the settlement in the BOBCO METALS, LLC TCPA Matter" and mail your signed exclusion request postmarked no later than February 11, 2017 to:

BOBCO METALS FAX ADMINISTRATOR
Attn: Exclusions
1801 Market St., Ste. 660
Philadelphia PA 19103

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue Defendant in the future.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court appointed the following attorneys to represent you and the Settlement Class as Class Counsel:

Nima Nami
Nami Law Firm
20434 S. Santa Fe Avenue
Long Beach, CA 90810
Tele: 949-610-8535
Fax: 949-612-3839
nima@namilaw.com

Mark Burton
Hersh & Hersh
601 Van Ness Ave #2080
San Francisco, California 94102
Tele: 415-441-5544
Fax: 415-441-7586
mburton@hershlaw.com

You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will Class Counsel and the Class Representatives be paid?

Defendant has agreed to terms that provide up to a \$35 payment to each settlement class member who makes a timely claim (the total of which shall not exceed \$225,000); payment of fees and costs of Settlement Class Counsel, Nami Law Firm and Hersh & Hersh in the amount of \$89,000.00; payment of a service award bonus of \$1,000 to Settlement Class Representative Thunder Studios, Inc.; and payment of the costs of the Class Administrator.

OBJECTING TO THE SETTLEMENT

10. How do I tell the Court if I do not think the Settlement is fair?

Any Settlement Class Member who timely objects to the Agreement, the Motion for Fees, and/or Motion for Incentive Award may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any evidence or argument that may be proper and relevant provided they follow the procedures as set forth in paragraph 7.4(b) of the Settlement Agreement. Settlement Class Members who wish to object to the Agreement, the Motion for Fees, and/or Motion for Incentive Award must submit to the Claims Administrator via first class mail, at the street address provided in the Class Notice, or found on the settlement website, a written statement of objection no later than the Opt-Out and Objection Date. The written statement of objection must include (a) a Notice of Intention to Appear, if applicable; (b) the full name, address and telephone number of the person objecting; (c) a statement of membership in the Settlement Class – including his, her, or its facsimile number(s) during the Class Period and the name of the person or business subscribing to that fax number(s) with evidence of the same; (d) a statement of each objection. Settlement Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement. Written objections must be submitted to the following address on or before February 11, 2017:

BOBCO METALS FAX ADMINISTRATOR
Attn: Objection
1801 Market St., Ste. 660
Philadelphia PA 19103

THE FINAL APPROVAL HEARING

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

The Court will hold a hearing (“Final Approval Hearing”) to decide whether to approve the Settlement, including the amount of attorneys’ fees and costs to be paid to Class Counsel and the amount of service awards to be paid to the Class Representatives. This Final Approval Hearing will be held at 10:00 a.m. on March 28, 2017 at Department 311 of the Los Angeles Superior Court, Central Civic West Courthouse, located at 600 South Commonwealth Ave., Los Angeles, CA 90005. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether to award attorneys’ fees and costs and service awards as described above, and in what amounts. If there are objections, the Court will consider them. At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. The parties do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at the Final Approval Hearing, but you may attend at your own expense.

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a written notice of the Settlement Class Member’s intention to appear at the Final Settlement Hearing with the Court and mail it to the Class Administrator, at the address under Question 10. It must be filed, and postmarked no later than February 11, 2017.

IF YOU DO NOTHING

12. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will receive no benefits under the settlement. Unless you exclude yourself, you will not be able to start or be part of any other lawsuit against Defendant about the legal issues in this case, and all the decisions and judgments by the Court in this case will bind you, as will the releases in the Settlement Agreement.

GETTING MORE INFORMATION

13. How do I get more information?

This Notice summarizes the proposed Settlement Agreement. A copy of the Settlement Agreement is available at www.bobcofaxsettlement.com. You may request a mailed copy of the Settlement Agreement by writing to the Class Administrator at the address contained in Question 10 above or by email at bobcofax@AdministratorClassAction.com