

**You May Be Eligible for Benefits Under a Class Settlement  
Related to TouchTunes Digital Jukeboxes Terms of Use**

**For more information, visit [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com) or call, toll-free, **1-888-551-9701****

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

- A Settlement has been proposed in a lawsuit against TouchTunes Music Corporation (“TouchTunes”) relating to the Terms of Use applicable to TouchTunes’ mobile App. If you used TouchTunes’ mobile App to purchase credits to play a song on a TouchTunes digital jukebox, and that song was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox at any time between May 30, 2010 and October 28, 2013, and you did not receive a refund for that skipped song, you are a “Class Member.”

**If you used cash or a credit or debit card to purchase credits to play a song directly from a TouchTunes digital jukebox you are not entitled to a refund and not a Class Member.**

- As part of the Settlement, TouchTunes will provide Class Members with one TouchTunes mobile App credit:
  - (1) Automatic Credit Sub-Class Members: if you purchased credits to play a song through TouchTunes’ mobile App, and that song was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 and October 28, 2013, TouchTunes will provide you one TouchTunes mobile App credit to the email address associated with your TouchTunes mobile account. You do not need to file a claim.
  - (2) Claim Credit Sub-Class Members: if you purchased credits to play a song through TouchTunes’ mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you did not receive a refund for that skipped song, you can claim your credit by completing a claim form available at [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com). The deadline to file a claim form is June 21, 2018.

**You may only qualify as either an Automatic Credit Sub-Class Member or a Claim Credit Sub-Class Member, not both.**

- The Settlement also results in a clarification within TouchTunes’ Terms of Use. The Terms of Use now specifies that a user’s selected song may not play due to “the ability of venue staff to skip a song.”
- Your legal rights are affected whether or not you respond. *Please read this notice carefully.*

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>DO NOTHING</b>	<p>If you do nothing, you stay in this lawsuit. If you purchased credits to play a song using the TouchTunes mobile App and that song was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 and October 28, 2013, you will automatically receive one TouchTunes mobile App credit in your TouchTunes mobile account. If you purchased credits to play a song using the TouchTunes mobile App that was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you do not file a claim, you will not receive a TouchTunes mobile App credit. In either case, you will give up your rights to sue TouchTunes about the legal claims in this lawsuit. If you purchased credits to play a song using the TouchTunes mobile App that was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you wish to file a claim, visit <b>www.jukeboxsettlement.com</b>. (See Question 22.)</p>
<b>FILE A CLAIM</b>	<p>If you purchased credits to play a song using the TouchTunes mobile App that was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you wish to receive a TouchTunes mobile app credit, you must file a claim at <b>www.jukeboxsettlement.com</b>. The deadline to file claims is June 21, 2018. You do not need to file a claim if you purchased credits to play a song using the TouchTunes mobile App that was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 and October 28, 2013. (See Question 9.)</p>
<b>ASK TO BE EXCLUDED</b>	<p>If you exclude yourself from the Settlement, you will get no benefits. This is the only option that may allow you to sue TouchTunes with respect to the issues in this lawsuit. The postmark deadline to exclude yourself is April 6, 2018. (See Question 12.)</p>
<b>OBJECT OR COMMENT</b>	<p>You may remain part of the class and write to the Court about why you like or don't like the Settlement. The postmark deadline to send an objection or comment is April 6, 2018. (See Question 17.)</p>
<b>GO TO A HEARING</b>	<p>You may remain part of the class and ask to speak in Court about the fairness of the Settlement. (See Question 21.)</p>

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court still must decide whether to approve the Settlement. TouchTunes mobile App credits will not be provided until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

**QUESTIONS? READ ON AND VISIT [WWW.JUKEBOXSETTLEMENT.COM](http://WWW.JUKEBOXSETTLEMENT.COM) OR call, toll-free, 1-888-551-9701**

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## **BASIC INFORMATION**

### **1. WHY IS THERE A NOTICE?**

A Court authorized this notice because you have a right to know about a proposed Settlement in a lawsuit against TouchTunes and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations.

The lawsuit was brought on behalf of individuals who purchased credits to play a song using the TouchTunes mobile App and whose song was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 to October 28, 2013, and who did not receive a refund for that skipped song. Judge Lewis A. Kaplan of the United States District Court for the Southern District of New York is overseeing this lawsuit, which is known as *Cline, et al. v. TouchTunes Music Corporation*, No. 14-cv-4744 (LAK) (S.D.N.Y.). The people who sued are called the “Plaintiffs.” TouchTunes is the “Defendant.”

### **2. WHAT IS THIS LAWSUIT ABOUT?**

TouchTunes is a provider of digital jukebox services and also operates a mobile App which allows users to purchase credits to play songs on its digital jukeboxes. To use TouchTunes’ services, users agree to its Terms of Use. Plaintiffs claim that, before October 28, 2013, the Terms of Use did not adequately inform TouchTunes’ users that a song they purchased using credits from the mobile App might not play due to the ability of a person to skip a purchased song using a TouchTunes-branded remote control. TouchTunes denies that its Terms of Use were misleading, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated.

### **3. WHY IS THIS A CLASS ACTION?**

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. The Plaintiff (the class representative here), together with the people she represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who exclude themselves from the Settlement Class. In this case, the class representative is Michelle Cline.

### **4. WHY IS THERE A SETTLEMENT?**

The Court has not decided in favor of Plaintiff or TouchTunes. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to members of the Settlement Class. The class representative and the attorneys for the Settlement Class (“Class Counsel,” see Question 15) think the Settlement is in the best interests of the Settlement Class Members.

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

### **5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

You are a member of the Class, and therefore part of this Settlement, if you purchased credits to play a song using TouchTunes’ mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox at any time between May 30, 2010 and October 28, 2013.

## SETTLEMENT BENEFITS

### **6. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?**

**Automatic reimbursement of one TouchTunes mobile App credit if your purchased song was skipped from November 1, 2012 to October 28, 2013.** If, from November 1, 2012 to October 28, 2013, you purchased credits to play a song through the TouchTunes mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 to October 28, 2013, TouchTunes will automatically reimburse you one TouchTunes mobile App credit. The credit will be sent in the form of an electronic code to the email address associated with your TouchTunes mobile App account and you will not need to file a claim. This credit will expire one year from the date of your receipt of it.

**Ability to Claim Reimbursement of TouchTunes Mobile App Credit if Your Purchased Song Was Skipped from May 30, 2010 to October 31, 2012.** If you purchased credits to play a song through TouchTunes' mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you did not receive a refund for that skipped song, you are entitled to one TouchTunes mobile App credit reimbursement. To claim your reimbursement, you must submit a claim by June 21, 2018. You will only receive a credit if you make a valid claim. This credit will expire one year from the date of your receipt of it.

**Whether you purchased credits to play a song using the TouchTunes mobile App that was skipped by a TouchTunes-branded remote from November 1, 2012 to October 28, 2013 or from May 30, 2010 to October 31, 2012, if you qualify for the reimbursement of a TouchTunes mobile App credit, you are only entitled to the reimbursement of one credit. Even if you purchased credits to play a song using the TouchTunes mobile App that was skipped by remote before and after November 1, 2012, you are still only entitled to the reimbursement of one TouchTunes mobile App credit.**

### **7. WHO IS ELIGIBLE FOR THE AUTOMATIC REIMBURSEMENT OF A TOUCHTUNES MOBILE APP CREDIT?**

If you purchased credits to play a song through the TouchTunes mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 and October 28, 2013, you are entitled to the automatic reimbursement of one TouchTunes mobile App credit. The credit will be sent in the form of an electronic code to the email address associated with your TouchTunes mobile App account and you will not need to file a claim. This credit will expire one year from the date of your receipt of it.

### **8. WHO IS ELIGIBLE TO CLAIM THE REIMBURSEMENT OF A SONG CREDIT?**

If you purchased credits to play a song through TouchTunes' mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox, between May 30, 2010 to November 1, 2012, and you did not receive a refund, you are eligible to submit a claim for the reimbursement of a TouchTunes mobile App credit.

## HOW TO GET BENEFITS

### **9. How Do I File a Claim for the Reimbursement of a TouchTunes mobile App Credit?**

You can only file a claim online at [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com).

To make a claim, you must complete the online claim form. No additional documentation is required. You will be required to provide your name; TouchTunes mobile App username; the email address corresponding to your TouchTunes mobile App account; the approximate date on which a requested song was skipped; the name of the venue in which you requested the song; the manner in which the song you requested was skipped; and state whether or not you received a refund.

The Claims Administrator will review and confirm your eligibility for a TouchTunes mobile App credit reimbursement.

#### **10. WHEN WILL I RECEIVE MY TOUCHTUNES MOBILE APP SONG CREDIT?**

Reimbursements of TouchTunes mobile App credits will not be made until the Settlement is finally approved and all appeals and other reviews have been exhausted.

#### **11. WHAT AM I GIVING UP TO STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself from the Settlement, you cannot sue TouchTunes or be part of any other lawsuit against TouchTunes about the issues in this lawsuit. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Section 11 of the Settlement Agreement. You will be releasing your claims against TouchTunes and all related people as described in Section 11 of the Settlement Agreement. The Settlement Agreement is available on [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Class Counsel, or you can talk to your own lawyer **at your own expense**.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

To exclude yourself from the Settlement, you must mail or email the Claims Administrator an Exclusion Request Form. You can get the form online at [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com). You may also send a request by email or letter by U.S. Mail requesting that you be excluded from the Settlement. Your exclusion request must include: (1) the name of this lawsuit (*Cline, et al. v. TouchTunes Music Corporation*), or similar identifying words; (2) your full name and mailing address; (3) your TouchTunes mobile App username; (4) the words “Notification of Exclusion” or a statement that you wish to be excluded; and (5) your signature.

You must email or mail your Exclusion Request Form or exclusion letter, postmarked or electronically sent no later than April 6, 2018, to:

TouchTunes Jukebox Settlement  
c/o JND Legal Administration  
PO Box 7118  
Broomfield, CO 80021  
[JukeboxSettlement@jndla.com](mailto:JukeboxSettlement@jndla.com)

You cannot exclude yourself by telephone. You cannot exclude yourself by mailing or emailing a notification to any other location or address after the deadline of April 6, 2018. Your exclusion request must be signed by you, personally, and not your lawyer or anyone else acting on your behalf.

**13. IF I DO NOT EXCLUDE MYSELF, CAN I SUE TOUCHTUNES FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up the right to sue TouchTunes for the claims that this Settlement resolves.

**14. IF I EXCLUDE MYSELF, CAN I STILL GET A TOUCHTUNES MOBILE APP CREDIT?**

No. You will not get a TouchTunes Mobile App credit if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING YOU**

**15. DO I HAVE A LAWYER IN THE CASE?**

Yes. The Court appointed the law firm of Newman Ferrara LLP to represent you and other Class Members. This firm is called “Class Counsel.” You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one **at your own expense**.

**16. HOW WILL THE LAWYERS BE PAID?**

Class Counsel, who have not received payment for their services since the inception of this litigation, will ask the Court to award attorneys’ fees and reimbursement of costs and expenses in an amount not to exceed \$100,000.00 and will request a case contribution for the named plaintiff in the amount of \$2,000.00. The Court will decide the amount of attorneys’ fees, costs, and expenses to award as well as the appropriateness and amount of any case contribution award. Any attorneys’ fees, costs, and expenses, and case contribution amounts awarded will be paid by TouchTunes and will not reduce the benefits provided to you or the other Class Members under the proposed Settlement. Class Counsel will file their application for attorneys’ fees, costs, and expenses, and for case contribution award for the named plaintiff, on or before March 16, 2018. A copy of the application will be made available online by the Claims Administrator at **[www.jukeboxsettlement.com](http://www.jukeboxsettlement.com)**.

**OBJECTING TO OR COMMENTING ON THE SETTLEMENT**

**17. HOW DO I TELL THE COURT THAT I LIKE OR DON’T LIKE THE SETTLEMENT?**

If you are a Class Member, you can object to or comment on the Settlement, and/or Class Counsel’s request for attorneys’ fees, costs, and expenses. To object, you must send a written statement that states that you object and includes the following:

- a. The name of this lawsuit (*Cline, et al., v. TouchTunes Music Corporation*);
- b. Your full name, mailing address, email address, and telephone number;
- c. An explanation of why you think you are a Class Member;
- d. All grounds for your objection, accompanied by any legal support;
- e. Whether you are represented by counsel, including any former or current counsel who may be entitled to compensation for any reason related to your objection, and if so the identity of that counsel;
- f. Whether any counsel will appear on your behalf at the Final Approval Hearing, and if so the identity of that counsel;
- g. The identity of any persons who will be called to testify at the Final Approval Hearing in support of your objection;

- h. Whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- i. Your signature (an attorney’s signature is not sufficient).

To be considered by the Court, your objection must be mailed, postmarked no later than April 6, 2018, to each of the following three recipients at the following addresses:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court U.S. District Court Southern District of New York 500 Pearl Street New York, NY 10007-1312	Jeffrey M. Norton NEWMAN FERRARA LLP 1250 Broadway, 27th Floor New York, NY 10001	Jamie A. Levitt MORRISON & FOERSTER LLP 250 West 55th Street New York, NY 10019-9601

**18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?**

You object to the Settlement when you wish to remain a Class Member and be subject to the Settlement, but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Class means that you are no longer a Class Member and don’t want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

**FINAL APPROVAL HEARING**

**19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing on May 2, 2018, at 3:30 p.m., in the Courtroom of Judge Lewis A. Kaplan of the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, New York 10007-1312. This hearing date and time may be changed, so please check [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com), or call, toll-free, **1-888-551-9701**, for notice of any changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (see Question 21). The Court may also consider Class Counsel’s application for attorneys’ fees, costs, and expenses, as well as any case contribution award. After the hearing, the Court will decide whether to approve the Settlement.

**20. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, 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, you must mail the Claims Administrator and file with the Court at the following addresses a letter stating that it is your “Notice of Intention to Appear in *Cline, et al. v. TouchTunes Music Corporation.*” Send your notice to:

TouchTunes Jukebox Settlement  
c/o JND Legal Administration  
PO Box 7118  
Broomfield, CO 80021  
[JukeboxSettlement@jndla.com](mailto:JukeboxSettlement@jndla.com)

Clerk of the Court  
U.S. District Court  
Southern District of New York  
500 Pearl Street  
New York, NY 10007-1312

Be sure to include: (a) the name of this lawsuit (*Cline, et al. v. TouchTunes Music Corporation*); (b) your full name, mailing address, and telephone number; (c) a statement that you would like to speak at the Final Approval Hearing; and (d) your signature (an attorney’s signature is not sufficient).

Your Notice of Intention to Appear must be postmarked no later than April 6, 2018.

### **IF I DO NOTHING**

## 22. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you stay in this lawsuit. If you purchased credits to play a song using the TouchTunes mobile App, which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between November 1, 2012 and October 28, 2013, you will automatically receive one TouchTunes mobile App credit. If you purchased credits to play a song using the TouchTunes mobile App which was not played because it was skipped by a person using a TouchTunes-branded remote control in connection with a TouchTunes digital jukebox between May 30, 2010 and October 31, 2012, and you do not file a claim, you will not receive a TouchTunes mobile App credit. In either case, you will give up your rights to sue TouchTunes about the legal claims in this lawsuit.

### **GETTING MORE INFORMATION**

## 23. HOW DO I GET MORE INFORMATION?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get additional information or request a copy of the Settlement Agreement by visiting [www.jukeboxsettlement.com](http://www.jukeboxsettlement.com), calling **1-888-551-9701**, or writing to the Settlement Administrator at:

TouchTunes Jukebox Settlement  
c/o JND Legal Administration  
PO Box 7118  
Broomfield, CO 80021  
[JukeboxSettlement@jndla.com](mailto:JukeboxSettlement@jndla.com)

*Please do not contact the Court with questions about the Settlement.*