

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAMONA CLARK and DYLAN
SCHLOSSBERG, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

GANNETT CO., INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 06603

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement (the “Agreement” or “Settlement”) is entered into by and among Plaintiffs Ramona Clark (“Clark”) and Dylan Schlossberg (“Schlossberg”) (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Gannett Co., Inc. (“Gannett” or “Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. On January 2, 2014, Plaintiff Schlossberg and Richard Casagrand filed a putative class action complaint against Gannett in the United States District Court for the District of New Jersey, Case No. 14-cv-00022 (D.N.J.) (the “New Jersey Action”) alleging a claim for damages, an injunction, and declaratory relief under the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), related to the making of automated telephone calls to generate sales of Gannett’s newspaper subscriptions.

B. On November 17, 2014, Plaintiff Schlossberg and Richard Casagrand amended their complaint in the New Jersey Action.

C. On December 8, 2014 Gannett filed an answer to the amended complaint.

D. Following the Pretrial Conference, the Parties began formal discovery in the case, serving their respective first sets of written discovery requests.

E. Shortly thereafter, the Parties also began to discuss the potential to resolve the New Jersey Action without the need for protracted litigation. As part of those discussions, the Parties agreed to informally exchange certain additional information related to the telephone calls at issue—e.g. when the telephone calls were placed, how the numbers called were collected and stored, how many telephone calls were placed, what publications were promoted during the calls, and how many individuals received calls.

F. While that informational exchange was underway, the Parties continued to discuss their perspectives on a potential resolution and ultimately determined to mediate the claims at issue.

G. The Parties first scheduled a mediation to occur in October of 2015, but subsequently postponed that mediation after Gannett determined additional information would be necessary in order to engage in productive discussions.

H. The Parties rescheduled mediation for February 3, 2016. In advance of the mediation, the Parties exchanged comprehensive mediation statements setting forth their respective views on the relevant facts, the applicable law, class certification, and the merits of the claims and defenses.

I. On February 3, 2016, the Parties participated in a full-day formal mediation session with the Honorable Wayne R. Andersen (Ret.) of JAMS in Miami. Although a resolution

was not reached that day, the Parties continued their settlement discussions and agreed to engage Judge Andersen to facilitate further negotiations.

J. On April 6, 2016, the Parties participated in a second full-day mediation session with Judge Andersen in Chicago. At the end of the second mediation, Judge Anderson determined that making a mediator's proposal was the most appropriate way forward in the settlement process. Although the mediator's proposal was ultimately not accepted, Plaintiffs' counsel provided a counter-proposal shortly thereafter. Although the Parties did not reach a resolution that day, they made progress towards settlement and agreed to continue negotiations.

K. Additionally, during the second mediation session with Judge Andersen, and during subsequent settlement negotiations, the Parties discussed the potential implication of the Supreme Court's then-anticipated ruling in *Spokeo, Inc. v. Thomas Robins*, No. 13-1339, the outcome of which might have divested the federal court of subject matter jurisdiction over the New Jersey Action before the settlement approval process could be completed.

L. As a result of extensive arm's-length settlement discussions and with Judge Andersen's assistance and input, the Parties ultimately reached an agreement in principle, subject to finalization of a mutually-agreeable settlement agreement that would resolve the claims of the Settlement Class. As part of that agreement, the Parties agreed that they would dismiss the New Jersey Action and refile the matter in the Circuit Court of Cook County, Illinois. Accordingly, the New Jersey Action was dismissed pursuant to stipulation of dismissal without prejudice filed on April 25, 2016, and so ordered by the Court on April 26, 2016.

M. On May 12, 2016, Plaintiffs Schlossberg and Clark filed their putative class action complaint in the matter captioned *Ramona Clark and Dylan Schlossberg v. Gannett Co. Inc.*, Case No. 16 CH 06603 (Cir. Ct. Cook Cnty.) (the "Action").

N. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding their TCPA claims and Gannett's potential defenses.

O. Plaintiffs believe that their TCPA claims have merit, and that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and in prevailing on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and Class Counsel recognize that Gannett has raised factual and legal defenses that present a risk that Plaintiffs may not prevail and/or that a Class might not be certified for trial. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

P. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class, and that it is in the best interests of the Settlement Class members to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement.

Q. At all times Gannett has denied and continues to deny each and every allegation of wrongdoing and liability, and that Plaintiffs or the Settlement Class are entitled to any recovery based on their claims. Had Gannett been required to answer the complaint in the Action, Gannett anticipates that, similar to its answer in the New Jersey Action, it would have denied all material allegations in the complaint and asserted numerous affirmative defenses. Gannett further maintains that it ultimately would have succeeded in defeating adversarial

certification of the proposed Settlement Class, and it would have prevailed on the merits at summary judgment or at trial. Nevertheless, Gannett has concluded that this Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, as well as the disruption of its business operations, and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

R. The Parties agree that all Persons shall have an individual right to exclude themselves from the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Gannett, that, subject to final approval of the Court after a hearing (or hearings) as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement Agreement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Ramona Clark and Dylan Schlossberg v. Gannett Co. Inc.*, Case No. 16 CH 06603 (Cir. Ct. Cook Cnty.).

1.2 “**Agreement**” or “**Settlement**” means this Stipulation of Class Action Settlement (including all exhibits and attachments hereto).

1.3 “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is physically signed or electronically verified by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in Sections 2 and 5.

1.4 “**Claim Form**” means the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed and physically signed or verified electronically by Settlement Class Members who wish to file a claim for a settlement payment, and shall be available for submission on or download from the Settlement Website and from the Settlement Administrator in hardcopy form. The Claim Form will require the Settlement Class Member to provide the following information: (i) full name, current mailing address, current contact telephone number, current email address, and other information as reasonably required by the Administrator, and (ii) a statement that he or she received one or more calls from or on behalf of Gannett on their cellular telephone, during the relevant period of time, including the cellular telephone number to which such call(s) were received, without their prior express consent. The Claim Form will not require notarization, but will require the information supplied to be true and correct.

1.5 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website established pursuant to Paragraph 5.3(d) to be considered timely and shall be set as a date no later than sixty (60) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

1.6 “**Class Counsel**” means attorneys Rafey S. Balabanian, Benjamin H. Richman, and Eve-Lynn Rapp of Edelson PC.

1.7 “**Class Representatives**” means the named-Plaintiffs in the Action, Ramona Clark and Dylan Schlossberg.

1.8 “**Court**” means the Circuit Court of Cook County, Illinois, the Honorable Kathleen G. Kennedy presiding, or any judge who shall succeed her as the Judge assigned to the Action.

1.9 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.10 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Gannett at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and

certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.11 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel as awarded by the Court.

1.12 “**Final Approval Hearing**” means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Class Representatives.

1.13 “**Final Judgment**” means the final judgment to be entered by the Court approving the class settlement of the Action in accordance with this Agreement after the Final Approval Hearing.

1.14 “**Gannett**” or “**Defendant**” means Defendant Gannett Co., Inc., a Delaware corporation.

1.15 “**Gannett’s Counsel**” means attorneys Matthew Fedor and Seamus Duffy of Drinker Biddle & Reath LLP.

1.16 “**Notice**” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801, and is substantially in the form of Exhibits B-D attached hereto.

1.17 “**Notice Date**” means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than thirty (30) days after entry of Preliminary Approval.

1.18 “**Objection/Exclusion Deadline**” means the period for the Settlement Class Members to submit a request for exclusion or file an objection, which shall expire forty-five (45) days following the Notice Date, subject to Court approval. The Objection/Exclusion Deadline will be set forth in the Settlement Class Notice and on the Settlement Website.

1.19 “**Person**” means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General Office.

1.20 “**Plaintiffs**” means, collectively, Clark and Schlossberg.

1.21 “**Preliminary Approval**” means the Court’s Order preliminarily approving the class action settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.22 “**Released Claims**” means any and all claims or causes of action of every kind and description (including but not limited to any causes of action in law, claims in equity, complaints, suits or petitions) and any allegations of wrongdoing (including but not limited to any assertions of liability, debts, legal duties, torts, unfair or deceptive practices, statutory violations, contracts, agreements, obligations, promises, promissory estoppel, detrimental reliance, or unjust enrichment) and any demands for legal, equitable or administrative relief (including but not limited to any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest, or expenses) that the Releasing Parties had or have (including assigned claims and “Unknown Claims” as defined herein) that have been or could have been asserted in the Action, the New Jersey Action, or in

any other action or proceeding before any court, arbitrator, tribunal, administrative body (including any state, local or federal regulatory body), or commercial standards organization, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way to any and all calls made by or on behalf of Gannett to the cellular telephone numbers of the Settlement Class Members at any time prior to the Effective Date, including but not limited to all claims under the TCPA and claims or causes of action of every kind and description that were or could have been brought, alleged, argued, raised, or asserted in any pleading or court filing in the Action related to such calls.

1.23 “**Released Parties**” means (i) Gannett, (ii) Marketing Plus, Inc. (“MPI”), a New Jersey Corporation, (iii) any and all of Gannett’s and MPI’s present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, and present and former companies, firms, trusts, corporations, or entities in which Gannett and/or MPI has a controlling interest or which is affiliated with any of them; and (iv) for all of the foregoing, their employees, agents, representatives, consultants, independent contractors, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers, underwriters, insurance brokers, shareholders, lenders, auditors, investment advisors, and any other representatives of any of these Persons and entities.

1.24 “**Releasing Parties**” means Plaintiffs, the Settlement Class Members, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors,

assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities.

1.25 “**Settlement Administration Expenses**” means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Approved Claims, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.26 “**Settlement Administrator**” means, subject to approval of the Court, Kurtzman Carson Consultants (“KCC”), which will provide the Notice and the processing and payment of Settlement Class Members’ Claim Forms.

1.27 “**Settlement Class**” means all Persons in the United States or its territories or possessions to whom Gannett or anyone acting on Gannett’s behalf placed or caused to be placed a call to such Person’s telephone number when it was assigned to a cellular telephone service using any automatic telephone dialing system or an artificial or prerecorded voice without prior express consent of the called party between January 2, 2010 and the date of Preliminary Approval. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over the Action or the New Jersey Action and members of their families; (2) Plaintiff’s Counsel and members of their families; (3) Gannett, Gannett’s subsidiaries, parent companies, successors, predecessors, any entity in which Gannett has a controlling interest, and their current officers, directors, agents, attorneys and employees, and former officers, directors, agents, attorneys and employees between January 2, 2010 and the date of Preliminary Approval; (4) MPI, MPI’s subsidiaries, parent companies, successors, predecessors, any entity in which MPI has a

controlling interest and their current officers, directors, agents, attorneys and employees, and former officers, directors, agents, attorneys and employees between January 2, 2010 and the date of Preliminary Approval; (5) Persons who properly execute and file a timely request for exclusion from the class; and (6) the legal representatives, successors or assigns of any such excluded Persons.

1.28 “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class and who does not timely submit a valid request for exclusion from the Settlement pursuant to Section 4.4.

1.29 “**Settlement Fund**” means a non-reversionary cash settlement fund to be established by Gannett in the amount of thirteen million eight hundred thousand dollars (\$13,800,000.00), which shall be deposited into the Escrow Account in two stages: an initial amount as reasonably required by the Settlement Administrator to pay Settlement Administration Expenses, and the remainder within twenty-one (21) days after the Effective Date. From the Settlement Fund, the Settlement Administrator shall pay all Settlement Administration Expenses, all Approved Claims made by Settlement Class Members, any incentive awards to the Class Representatives, and any Fee Award to Class Counsel. The Settlement Fund represents the total extent of Gannett’s monetary obligations under this Agreement.

1.36 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including the Notice, information about the submission of Claim Forms and other relevant documents, including downloadable Claim Forms.

1.37 “**Unknown Claims**” means claims that could have been raised in the Action or the New Jersey Action, and that Plaintiffs, any Settlement Class Member, or any of the Releasing Parties, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties each shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF

2.1 Monetary Payments to Settlement Class Members.

a. Gannett shall establish the Settlement Fund in accordance with Section 1.29 above.

b. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a payment of a *pro rata* share of the amount remaining in the Settlement Fund after payment of all Settlement Administration Expenses, any incentive award to the Class Representatives, and any Fee Award.

c. Within sixty (60) days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Claims by check and send said checks via first-class U.S. mail to the Settlement Class Members who submitted all such Approved Claims.

d. All cash payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

e. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall be distributed to the remaining Settlement Class Members with Approved Claims *pro rata* if practicable, or in a manner as otherwise directed by the Court upon application made by Class Counsel.

2.2 Prospective Relief. Within one (1) year of the Effective Date, Gannett will provide training concerning TCPA compliance to key managers who oversee telemarketing calls

to consumers. Additionally, within one (1) year of the Effective Date, Gannett will conduct a review of its internal TCPA compliance procedures and the TCPA compliance procedures of any vendor that conducts telemarketing on Gannett's behalf during that year.

3. RELEASE

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 **The Release.** Upon the Effective Date, and in consideration of the Settlement relief described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released Claims up through and including the Effective Date against each and every one of the Released Parties.

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Gannett has provided to Class Counsel, and will provide to the Settlement Administrator, a list of all cellular telephone numbers from Gannett's database that may have received the telephone calls at issue, which includes all available contact information associated with each such telephone number (e.g., name, mailing address, and email address) (the "Class List"). Class Counsel and the Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity, telephone numbers, U.S. mailing address, and email address strictly confidential. The Class List may not be used by Class Counsel or the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights and otherwise effectuating the terms of the Agreement or the duties arising thereunder, including the provision of notice of the Settlement. Class Counsel agrees to destroy the Class List and any copies in its possession within ninety (90) days

after the Effective Date. After the Effective Date, the Settlement Administrator will destroy the Class List and any copies in its possession consistent with its document retention policies and standard industry practices.

b. *Direct Notice.* No later than thirty (30) days after the entry of Preliminary Approval, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Persons in the Settlement Class for whom an email address is available in the Class List. If no email address is available for a Person in the Settlement Class, or in the event that the transmission of any email notice results in a “bounce-back,” the Settlement Administrator shall, no later than thirty (30) days after the entry of Preliminary Approval, send Notice via First Class U.S. Mail through a postcard notice in the form attached as Exhibit C, and which will direct Class Members to the Settlement Website where they can obtain a Claim Form, to each physical address in the Class List.

c. *Internet Notice.* Within twenty-one (21) days after the entry of Preliminary Approval, the Settlement Administrator will develop, host, administer and maintain the Settlement Website, substantially in the form of Exhibit D attached hereto.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval

Hearing with the Clerk of the Court, and (b) send copies of such papers via mail, hand, or overnight delivery service to Class Counsel and Gannett's Counsel.

4.3 Right to Object or Comment. Any Settlement Class Member who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (i) the Settlement Class Member's full name and current address, (ii) the cellular telephone number the Settlement Class Member believes received the call(s) at issue, (iii) a statement that he or she believes himself or herself to be a Settlement Class Member, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed and postmarked, emailed or submitted to the Settlement Website no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.4 **Right to Request Exclusion.** Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing; (ii) identify the case name “*Clark and Schlossberg v. Gannett Co. Inc.*, Case No. 16 CH 06603 (Cir. Ct. Cook Cnty.)”, (iii) state the name, address and telephone number of the Person in the Settlement Class seeking exclusion; (iv) be physically signed by the Person(s) seeking exclusion; and (v) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Clark and Schlossberg v. Gannett Co. Inc.*, Case No. 16 CH 06603 (Cir. Ct. Cook Cnty.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked, emailed or submitted to the Settlement Website within the time specified, shall be invalid and the Persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. CLAIMS PROCESS AND SETTLEMENT ADMINISTRATION

5.1 Submission of Claims.

a. *Submission of Electronic and Hard Copy Claims.* Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator

through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received.

b. *Requests for Claim Forms.* Any Settlement Class Member unable or unwilling to complete an online Claim Form or download a Claim Form from the Settlement Website may call a toll-free number to be established by the Settlement Administrator, or write to the Settlement Administrator, to request a hardcopy Claim Form. In order to be sent a hardcopy Claim Form, the Settlement Class Member must provide his, her or its name and mailing address.

5.2 **Review of Claim Forms.** The Settlement Administrator shall be responsible for reviewing the claims and the Claim Forms to determine their validity. The Settlement Administrator may reject a Claim Form, or any part of a claim for a payment reflected therein, that is invalid. In addition, the Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to comply with the instructions thereon or the terms of this Agreement, after giving the claimant a reasonable opportunity to provide any requested missing information. In no event shall any Settlement Class Member have more than fourteen (14) days after being noticed by the Settlement Administrator of any question or deficiency in the submitted Claim Form to answer such question or cure such deficiency.

5.3 Settlement Administrator's Duties.

- a. Cost-Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective and timely manner.
- b. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided in Section 4 of this Agreement.
- c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Gannett's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Gannett's Counsel with information concerning Notice, administration and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:
 - i. Receive requests for exclusion from Persons in the Settlement Class and provide to Class Counsel and Gannett's Counsel a copy thereof within five (5) days of the deadline for submission of the same. If the Settlement Administrator receives any requests for exclusion or other requests from Persons in the Settlement Class after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Gannett's Counsel.
 - ii. Provide weekly or other periodic reports to Class Counsel and Gannett's Counsel that include, without limitation, reports regarding the number of Claim Forms

received, the number of Claim Forms approved by the Settlement Administrator, the categorization and description of Claim Forms rejected by the Settlement Administrator, and the requests for exclusion from Persons in the Settlement Class (“Opt-Out List”), and the objections received (“Objector List”). The Settlement Administrator shall provide the final Opt-Out List and final Objector List to the Parties no later than seven (7) days after the Objection/Exclusion Deadline.

iii. Make available for inspection by Class Counsel and Gannett’s Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

iv. Cooperate with any audit by Class Counsel or Gannett’s Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness and compliance with the terms and conditions of this Agreement.

d. Creation of Settlement Website. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

e. Requests for Additional Information. The Settlement Administrator shall have the right to request reasonable additional information from the Parties or any Settlement Class Member as necessary to exercise its duties outlined in this Agreement.

f. Timing of Settlement Payments. The Settlement Administrator shall make all settlement payments contemplated in Section 2 of this Agreement by check and mail them to Settlement Class Members within sixty (60) days after the Effective Date.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

6.1 **Preliminary Approval Order.** Promptly after execution of this Agreement, Class Counsel shall submit this Agreement to the Court and shall move the Court to enter an order preliminarily approving the Settlement, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiffs Clark and Schlossberg as Class Representatives of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under 735 ILCS 5/2-801, *et seq.* for settlement purposes only, and without prejudice to Gannett's right to contest class certification if this Agreement is not approved;
- d. Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to the Settlement Class; and
- f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Agreement, granting Class Counsel's application for the Fee Award and the incentive awards to the Class Representatives, and dismissing the Action with prejudice.

g. Specify that any Person in the Settlement Class who does not file a timely written objection to the Settlement or who fails to otherwise comply with all applicable requirements shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

h. Preliminarily enjoin all Persons in the Settlement Class, unless and until they have timely submitted a valid request for exclusion from the Settlement pursuant to Section 4.4 from (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit, administrative, regulatory, arbitration or other action or proceeding in any jurisdiction against any of the Released Parties based on, relating to or arising out of the Released Claims; (ii) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Person in the Settlement Class who has not timely excluded himself, herself, or itself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against any of the Released Parties based on, relating to or arising out of the Released Claims; and (iii) attempting to effect opt-outs of a class of individuals in any lawsuit, administrative, regulatory, arbitration or other action or proceeding based on, relating to or arising out of the Released Claims. This paragraph is not intended to prevent any Person in the Settlement Class from participating in any action or investigation initiated by any government agency.

6.2 **Final Approval Order.** After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. certifies the Settlement Class solely for purposes of this Settlement;
- c. approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties;
- d. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;
- e. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;
- f. dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;
- g. incorporate the Release set forth above, make the Release effective as of the date of the Final Judgment, and forever discharge the Released Parties as set forth herein;

h. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class and all Releasing Parties from (i) filing, commencing, prosecuting, intervening in, or participating (as plaintiffs, class members, claimants or otherwise) in, any lawsuit, administrative, regulatory, arbitration or other action or proceeding in any jurisdiction against any of the Released Parties based on the Released Claims; and (ii) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit, administrative, regulatory, arbitration or other action or proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against any of the Released Parties based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by any government agency;

i. approve the final Opt-Out List and determine that the final Opt-Out List is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment;

j. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

k. without affecting the finality of the Final Judgment for purposes of appeal,

retain jurisdiction over the Settlement Administrator, Plaintiffs, Gannett, the Settlement Class Members, and the Releasing Parties as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

1. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

6.3 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Agreement.

7. **TERMINATION OF THE AGREEMENT**

7.1. The Class Representatives, on behalf of the Settlement Class Members, and Gannett, shall have the right to terminate this Agreement by providing written notice of his, her or its election to do so (“Termination Notice”) to all other Parties hereto pursuant to Section 11 of this Agreement or within forty-five (45) days of: (i) the Court’s refusal to grant Preliminary Approval of the Agreement in any material respect, (ii) the Court’s refusal to enter the Final Judgment in any material respect, and (iii) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate or other court.

7.2 If the number of requests for exclusion from the Settlement Class exceeds three thousand (3,000), Defendant, in its sole discretion, may elect to terminate this Settlement Agreement by providing written notice of its election to do so to Class Counsel within fourteen (14) days after the final Opt-Out List has been served on the Parties by the Settlement Administrator.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1. **Incentive Award.** In addition to any settlement payments under the Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, Gannett agrees that the Class Representatives shall be entitled to reasonable incentive awards in an amount to be determined by the Court and paid from the Settlement Fund. The Settlement Administrator shall disburse (by wire) from the Settlement Fund to Class Counsel, the Incentive Award approved by the Court within fourteen (14) days after the Effective Date. Payment of the Incentive Award shall be made via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

8.2. **The Fee Award.** Gannett agrees to pay to Class Counsel reasonable attorneys' fees and unreimbursed expenses in an amount to be determined by the Court and paid solely from the Settlement Fund. Class Counsel will petition the Court for an award of reasonable attorneys' fees and unreimbursed expenses incurred in the New Jersey Action and the Action as the Fee Award, and the amount of the Fee Award will be determined by the Court based on the petition of Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to no more than 39% of the Settlement Fund. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund to be distributed to Settlement Class Members with Approved Claims. The Fee Award shall be paid within fourteen (14) days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

9. REPRESENTATIONS AND WARRANTIES

9.1. Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

10.1 The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

- a. This Agreement has been signed by the Parties, Class Counsel and Gannett's Counsel;
- b. The Court has entered an order granting Preliminary Approval of the Agreement;
- c. The Court has entered an order finally approving the Settlement Agreement, following notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and
- d. In the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") to which the Parties have consented, that Alternative Judgment has become Final.

10.2 If some or all of the conditions specified in Paragraph 10.1 are not met, or in the

event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 10.3, unless Class Counsel and Gannett's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the decision of the Court as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representatives, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

10.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 7.1, 7.2, 10.1, or 10.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, the certification of the Settlement Class and any Final Judgment or other order entered by the Court in the Action in accordance with the terms of this Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendant's right to contest class certification, the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into, the Action shall be dismissed without prejudice, and, pursuant to Paragraph 11.4 below, this Agreement shall not be used for any purpose whatsoever against any of the Parties.

11. MISCELLANEOUS PROVISIONS.

11.1 The Parties: (1) acknowledge that it is their intent to consummate this Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Gannett's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement. The Parties further stipulate to stay all proceedings in the Action until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

11.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class Members, and the Releasing Parties, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Gannett, or each or any of them, in bad faith or without a reasonable basis.

11.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

11.4 Whether the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action or the New Jersey Action, the violation of any law, statute, regulation or standard of care, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Gannett as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action or the New Jersey Action, the truth or falsity of any fact alleged by Gannett, or the availability or lack of availability of meritorious defenses to the claims raised in the Action or the New Jersey Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Moreover, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Settlement

Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, accord and satisfaction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims or the claims of the Settlement Class are with or without merit or that damages recoverable in the Action or the New Jersey Action would have exceeded or would have been less than any particular amount.

11.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

11.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

11.7 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

11.8 This Agreement and its Exhibits set forth the entire agreement and understanding

of the Parties with respect to the matters set forth herein, and supersedes all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

11.9 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action or the New Jersey Action.

11.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other Person or party and that they are fully entitled to release the same.

11.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

11.12 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

11.13 The Court shall retain jurisdiction with respect to implementation and

enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

11.14 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

11.15 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

11.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

If to Plaintiffs' Counsel:

Eve-Lynn J. Rapp
EDELSON PC
350 North LaSalle Street, 13th Floor
Chicago, Illinois 60654

If to Gannett's Counsel:


Matthew J. Fedor
DRINKER BIDDLE & REATH LLP
600 Campus Drive
Florham Park, New Jersey 07932

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: 7/12/2016

Dylan Schlossberg

By (signature): 

Name (printed): Dylan Schlossberg

Dated: _____


Ramona Clark

By (signature): _____

Name (printed): _____

Dated: 07/12/2016

EDELSON PC

By (signature): 

Name (printed): Eve-Lynn J. Rapp

Title: One of Plaintiff's Attorneys

Dated: 07 / 12 / 2016

LAW OFFICES OF STEFAN L. COLEMAN,
P.A.

By (signature): 

Name (printed): Stefan L. Coleman

Title: One of Plaintiff's Attorneys

Dated: _____

GANNETT CO., INC.

By (signature): _____

Name: Barbara W. Wall

Title: Chief Legal Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dylan Schlossberg

Dated: _____

By (signature): _____

Name (printed): _____

Ramona Clark

Dated: 07-11-16

By (signature): Ramona Clark

Name (printed): Ramona Clark

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): Eve-Lynn J. Rapp

Title: One of Plaintiff's Attorneys

LAW OFFICES OF STEFAN L. COLEMAN, LLC

Dated: _____

By (signature): _____

Name (printed): Stefan L. Coleman

Title: One of Plaintiff's Attorneys

GANNETT CO., INC.

Dated: _____

By (signature): _____

Name: Barbara W. Wall

Title: Chief Legal Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dylan Schlossberg

Dated: _____

By (signature): _____

Name (printed): _____

Ramona Clark

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): Eve-Lynn J. Rapp

Title: One of Plaintiff's Attorneys

**LAW OFFICES OF STEFAN L. COLEMAN,
LLC**

Dated: _____

By (signature): _____

Name (printed): Stefan L. Coleman

Title: One of Plaintiff's Attorneys

GANNETT CO., INC.

Dated: July 13, 2016

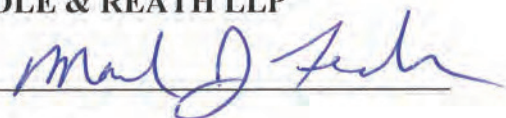
By (signature): 

Name: Barbara W. Wall

Title: Chief Legal Officer

Dated: 7/14/2016

DRINKER BIDDLE & REATH LLP

By (signature): 

Name: Matthew J. Fedor

Title: Attorneys for Defendant

EXHIBIT A

P.O. Box xxxx
City, ST xxxxx-xxxx

Case No. 16-CH-06603 (Cir. Ct. Cook Cnty. Ill.)

**Must Be Postmarked
No Later Than
Month XX, 2016**



Postal Service: Please do not mark barcode

Claim#: GCD-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

CHANGE OF ADDRESS ONLY

Primary Address

[illegible]

Primary Address Continued

[illegible]

City

[illegible]

State

--	--

Zip Code

--	--	--	--	--

Current Contact Telephone number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

☐ The above-listed number is my cellular telephone number

☐ The above-listed number is my landline telephone number

Current Email Address

[illegible]

Cellular Telephone Number on Which you Received the Calls

--	--	--	--

$\quad - \quad$

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$\quad - \quad$

--	--	--	--

Class Member Affirmation: By submitting this Claim Form and filling in the circle below, I declare that I am a member of the Settlement Class and that the following statement is true (circle must be filled to receive payment):

☐ I received at least one call to the cellular telephone number written above regarding at least one of Gannett's publications between January 2, 2010 and [date of Preliminary Approval]. At the time I received such telephone call(s), I never provided prior express consent to receive the telephone call(s). I am the owner or primary user of the phone number(s) written above.

I state under penalty of perjury under the laws of the State in which this Affirmation is executed and the United States of America that the information provided above is true and correct.

Signature: _____ Dated (mm/dd/yyyy): _____

Print Name: _____



FOR CLAIMS PROCESSING ONLY	OB	<div style="border: 1px solid black; width: 60px; height: 40px; display: flex; align-items: center; justify-content: center;"> </div>	CB	<div style="border: 1px solid black; width: 60px; height: 40px; display: flex; align-items: center; justify-content: center;"> </div>	<input type="radio"/> DOC	<input type="radio"/> RED
					<input type="radio"/> LC	<input type="radio"/> A
					<input type="radio"/> REV	<input type="radio"/> B

EXHIBIT B

From: Settlement Administrator
To: «First1» «Last1»
Subject: Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Clark and Schlossberg v. Gannett Co. Inc., Case No. 16-CH-06603 (Cir. Ct. Cook Cnty. Ill.)

IF YOU RECEIVED CALLS TO YOUR CELLULAR TELEPHONE REGARDING ONE OF GANNETT'S PUBLICATIONS, AND YOU DID NOT PROVIDE PRIOR EXPRESS CONSENT, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

For complete information, visit www.GannettTCPASettlement.com or call [toll-free number].

An Illinois State Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A Settlement has been reached in a class action lawsuit against Gannett Co. Inc. ("Gannett" and "Defendant"). The suit concerns whether the Defendant violated a federal law called the Telephone Consumer Protection Act (the "TCPA") when it placed or caused to be placed calls to cellular telephone numbers using an automatic telephone dialing system or an artificial or prerecorded voice regarding one of Gannett's publications without prior express consent. Defendant denies any wrongdoing and maintains that its calls do not violate the TCPA. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.

- **Why am I Being Contacted?** Our records show you may be a "Settlement Class Member." Settlement Class Members are all persons in the United States or its territories or possessions to whom Gannett or anyone acting on Gannett's behalf placed or caused to be placed a call to such person's telephone number when it was assigned to a cellular telephone service using any automatic telephone dialing system or an artificial or prerecorded voice without prior express consent of the called party between January 2, 2010 and the *[date of Preliminary Approval]*.
- **What Can I Get Out of the Settlement?** If you're eligible and the Court approves the Settlement, you could receive a *pro rata* share of a \$13,800,000.00 Settlement Fund that Gannett has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive awards, and attorneys' fees have been paid.
- **How Do I Get My Payment?** Just complete and verify the short and simple Claim Form available at www.GannettTCPASettlement.com. You can also call [toll-free number] to request a paper copy of the Claim Form. ***All Claim Forms must be received by [claims deadline].***
- **What are My Options?** You can do nothing, submit a Claim Form, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing or submit a Claim Form, you won't be able to sue Defendant in a future lawsuit about the claims resolved in the Settlement. If you exclude yourself, you won't get a payment but you'll keep your right to sue Defendant on the issues the settlement resolves. You must contact the Settlement Administrator by mail to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. ***All Requests for Exclusion and Objections must be received by [exclusion/objection deadline].***
- **Do I Have a Lawyer?** Yes. The Court has appointed lawyers from the law firm Edelson PC as "Class Counsel." They represent you and other Settlement Class members. The lawyers will request to be paid from the Settlement Fund. You can hire your own lawyer, but you'll need to pay your own legal fees. The Court has also chosen Ramona Clark and Dylan Schlossberg—Class Members like you—to represent the Class.
- **When Will the Court Approve the Settlement?** The Court will hold a final fairness hearing at [time] on [date] before the Honorable Kathleen G. Kennedy in Courtroom 2502 of the Richard J. Daley Center, 50 West Washington Street, Chicago, 60602. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.**

Visit www.GannettTCPASettlement.com for complete information.

EXHIBIT C

LEGAL NOTICE

*Clark and Schlossberg v. Gannett Co. Inc.,
Case No. 16-CH-06603 (Cir. Ct. Cook Cnty. Ill.)*

**If you received calls to
your cellular telephone
regarding one of Gannett's
publications, and you
did not provide prior
express consent, a class
action settlement may
affect your rights.**

An Illinois State Court authorized this notice.

You are not being sued.

This is not a solicitation from a lawyer.

See reverse for details.

*For complete information, visit
www.GannettTCPASettlement.com
or call [toll-free number].*

GCD

***Clark and Schlossberg v. Gannett
Settlement Administrator***

P.O. Box xxxxx

City, ST xxxxx-xxxx

«Barcode»

Postal Service: Please do not mark barcode

Claim#: GCD-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

A Settlement has been reached in a class action lawsuit against Gannett Co. Inc. (“Gannett” and “Defendant”). The suit concerns whether the Defendant violated a federal law called the Telephone Consumer Protection Act (the “TCPA”) when it placed or caused to be placed calls to cellular telephone numbers using an automatic telephone dialing system or an artificial or prerecorded voice regarding one of Gannett’s publications without prior express consent. Defendant denies any wrongdoing and maintains that its calls do not violate the TCPA. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.

Why am I being contacted? Our records show you may be a “Settlement Class Member.” Settlement Class Members are all persons in the United States or its territories or possessions to whom Gannett or anyone acting on Gannett’s behalf placed or caused to be placed a call to such person’s telephone number when it was assigned to a cellular telephone service using any automatic telephone dialing system or an artificial or prerecorded voice without prior express consent of the called party between January 2, 2010 and the [date of Preliminary Approval].

What can I get out of the settlement? If you’re eligible and the Court approves the Settlement, you could receive a *pro rata* share of a \$13,800,000.00 Settlement Fund that Gannett has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive award, and attorneys’ fees have been paid.

How do I get my payment? Just complete and verify a short and simple Claim Form available at www.GannettTCPASettlement.com. You can also call [toll-free number] for a paper copy of the Claim Form. ***All Claim Forms must be received by [claims deadline].***

What are my options? You can do nothing, submit a Claim Form, comment on or object to any of the settlement terms, or exclude yourself from the Settlement. If you do nothing or submit a Claim Form, you won’t be able to sue Defendant in a future lawsuit about the claims resolved in the Settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue Defendant on the issues the Settlement resolves. You must contact the Settlement Administrator by mail to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. ***All Requests for Exclusion and Objections must be received by [exclusion/objection deadline].***

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firm Edelson PC as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the Settlement Fund. You can hire your own lawyer, but you’ll need to pay your own legal fees. The Court has also chosen Ramona Clark and Dylan Schlossberg—Class Members like you—to represent the Class.

When will the Court approve the settlement? The Court will hold a final fairness hearing on [date] and [time] before the Honorable Kathleen G. Kennedy in Courtroom 2502 of the Richard J. Daley Center, 50 West Washington Street, Chicago, 60602. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for fees and expenses (up to 39% of the Settlement Fund) and an incentive award, which will be posted on the settlement website.

Visit www.GannettTCPASettlement.com for complete information.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Clark and Schlossberg v. Gannett Co. Inc., Case No. 16-CH-06603 (Cir. Ct. Cook Cnty. Ill.)

If you received calls to your cellular telephone regarding one of *Gannett's* publications, and you did not provide prior express consent, a class action settlement may affect your rights.

An Illinois State Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Gannett Co., Inc. (“Gannett” and “Defendant”). The suit concerns whether the Defendant violated a federal law called the Telephone Consumer Protection Act (the “TCPA”) when it placed or caused to be placed calls to cellular telephone numbers using an automatic telephone dialing system or an artificial or prerecorded voice regarding one of *Gannett's* publications without prior express consent. Defendant denies any wrongdoing and maintains that its calls do not violate the TCPA. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Our records show you may be a “Settlement Class Member.” Settlement Class Members are all persons in the United States or its territories or possessions to whom Gannett or anyone acting on Gannett’s behalf placed or caused to be placed a call to such Person’s telephone number when it was assigned to a cellular telephone service using any automatic telephone dialing system or an artificial or prerecorded voice without prior express consent between January 2, 2010 and the [*date of Preliminary Approval*].
- Those who submit valid claims will be eligible to receive a *pro rata* share of a \$13,800,000.00 Settlement Fund that Gannett has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive award, and attorneys’ fees have been paid.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue the Defendant about the issues the Settlement covers in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue the Defendant about the issues covered by the Settlement 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. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with Gannett. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Kathleen G. Kennedy of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called *Ramona Clark and Dylan Schlossberg v. Gannett Co., Inc.*, Case No. 16-CH-06603. The people who filed the lawsuit, Ramona Clark and Dylan Schlossberg, are the Plaintiffs. The company they sued, *Gannett Co., Inc.*, is the Defendant. You need not live in Illinois to get a payment under the Settlement.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Ramona Clark and Dylan Schlossberg—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit alleges that Defendant placed calls to the cellular telephone numbers of certain individuals using an automatic telephone dialing system or an artificial or prerecorded voice regarding Gannett’s various publications without obtaining prior express consent of the called party. The lawsuit alleges Defendant violated a federal law called the Telephone Consumer Protection Act.

Defendant denies these allegations and denies that the telephone calls violated the law. No court has decided who is right. Plaintiffs and Gannett are entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by Defendant. More information about the complaint in the lawsuit and the Defendant’s answers can be found in the “Court Documents” section of the settlement website at www.GannettTCPASettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, Plaintiffs and Gannett have agreed to a Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Class Members will get compensation now rather than years later—if ever. The Class Representative and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Class Members.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that this Settlement includes a Class of “all persons in the United States or its territories or possessions to whom Gannett or anyone acting on Gannett’s behalf placed or caused to be placed a call to such Person’s telephone number when it was assigned to a cellular telephone service using any automatic telephone dialing system or an artificial or prerecorded voice between January 2, 2010 and the date of Preliminary Approval [_____, 2016].”

If you meet the above definition, you are a Class Member. Most Class Members will receive either an email or a postcard summary of this notice.

6. What were the allegedly unconsented calls about?

The calls covered by this Settlement related to at least one of *Gannett's* publications.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Cash Payments to Class Members: Gannett has agreed to create a \$13,800,000.00 Settlement Fund, from which Class Members who submit valid claims will receive cash payments after payment of all Settlement Administration Expenses, any incentive award to the Class Representatives, and any Fee Award. To get a payment, Class Members must submit a valid claim before the deadline of **[claims deadline]**. The amount Class Members will receive will depend on the total number of valid claims received.

All un-cashed checks issued to Class Members and any unclaimed money in the Settlement Fund will be redistributed *pro rata* to the other Class Members with valid claims, or in a manner as otherwise directed by the Court upon application made by Class Counsel.

Prospective Relief: As part of the Settlement, Gannett has also agreed to provide training concerning TCPA compliance to key managers who oversee telemarketing calls to consumers and to conduct a review of its internal TCPA compliance procedures and the TCPA compliance procedures of any vendor that conducts telemarketing on Gannett's behalf.

HOW TO GET BENEFITS

8. How do I make a claim?

If you want to get settlement benefits, you must fill out and submit a valid Claim Form. An online Claim Form is available on this website and can be filled out and submitted online. If you received an email or postcard summary notice about the Settlement, such notices will tell you how to submit a Claim Form. You can also get a paper Claim Form by calling **[toll-free number]**. We encourage you to submit a claim online. It's faster and it's free.

The Claim Form requires you to provide the following information: (1) full name, (2) current mailing address, (3) current contact telephone number, (4) current email address, and (5) the cellular telephone number on which you received the calls, and (6) a statement that you received one or more calls from or on behalf of Gannett on your cellular telephone during the relevant period of time and did not provide prior express consent to receive the telephone call(s), and (7) any other information as reasonably required by the Settlement Administrator.

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **[Final Approval Hearing Date]**. If the Court approves the Settlement, eligible Class Members whose claims were approved by the Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Rafey S. Balabanian, Benjamin H. Richman and Eve-Lynn J. Rapp of Edelson PC as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiffs Ramona Clark and Dylan Schlossberg to serve as the Class Representatives. They are Class Members like you. Class Counsel can be reached by calling 1-866-354-3015.

11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay for that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses of up to 39% of the Settlement Fund and will also request an award of \$5,000.00 for the Class Representative Schlossberg and \$1,000.00 for Class Representative Clark. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested. Any money not awarded will stay in the Settlement Fund to pay Class Members.

YOUR RIGHTS AND OPTIONS

13. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement, you will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims or legal issues being resolved by this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement. However, you will not be in the Class. You will keep your right to start your own lawsuit against Defendant for the same legal claims made in this lawsuit. You will not be legally bound by the Court’s judgments related to the Class and the Defendant in this class action.

15. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter stating that you want to be excluded from the Settlement in *Clark and Schlossberg v. Gannett Co., Inc.*, Case No. 16-CH-06603. Your letter must also include (1) your name and address, (2) the telephone number at which you received the telephone calls at issue, (3) a statement that you wish to be excluded from the Class, (4) the caption for this case, and (5) your signature. You must mail your exclusion request no later than **[objection / exclusion deadline]** to:

Clark and Schlossberg v. Gannett Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

You can’t exclude yourself on the phone or by email.

16. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

18. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Clark and Schlossberg v. Gannett Co., Inc.*, Case No. 16-CH-06603 no later than **[objection / exclusion deadline]**. Your objection should be sent to the Circuit Court of Cook County at the following address:

Clerk of the Circuit Court of Cook County-Chancery Division
Richard J. Daley Center, 8th Floor
50 West Washington Street
Chicago, Illinois 60602

If you are represented by a lawyer, the lawyer must file your objection with the Clerk of the Court. Include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *Clark and Schlossberg v. Gannett Co., Inc.*, Case No. 16-CH-06603. Your objection must be personally signed and include the following information: (1) your name and current address, (2) the specific grounds for your objection, (3) all arguments, citations, and evidence supporting your objection, including copies of any documents you intend to rely on, (4) a statement that you are a Class Member, (5) the telephone number at which you received the telemarketing call(s) at issue, (6) the name and contact information of any and all attorneys representing you, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (7) a statement indicating whether you (or your counsel) intend to appear at the Final Fairness Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting documents to both Class Counsel and Gannett's lawyers at the addresses listed below:

Class Counsel	Defense Counsel
Benjamin H. Richman Eve-Lynn J. Rapp EDELSON PC 350 North LaSalle Street Suite 1300 Chicago, Illinois 60654	Matthew J. Fedor Drinker Biddle & Reath LLP 600 Campus Drive Florham Park, New Jersey 07932

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on **[date 2 weeks before objection deadline]**.

19. What's the difference between objecting and excluding myself 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 Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the final fairness hearing at [time] on [date] before the Honorable Kathleen G. Kennedy in Courtroom 2502 of the Richard J. Daley Center, 50 West Washington Street, Chicago, 60602 in Courtroom 2502. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Class. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.**

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.GannettTCPASettlement.com or through the Court's online docket search at www.cookcountyclerkofcourt.org.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

23. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.GannettTCPASettlement.com, contact Class Counsel at 1-866-354-3015, through the Court's online electronic full case docket search at www.cookcountyclerkofcourt.org, or visit the office of the Clerk of the Circuit Court of Cook County – Chancery, Richard J. Daley Center, 8th Floor, 50 West Washington Street, Chicago, IL 60602, between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT
WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**