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2016-CH-06603

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

CLARK RAMONA vs. GANNETT CO INC
2016-CH-06603

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**MISC.MOTION(SET FOR MOTION HEARING) (Plaintiffs' Unopposed Motion for Leave to File
Memorandum of Law in Excess of Fifteen (15) Pages, Instanter)**

**EXHIBITS (Exhibit A - Plaintiffs' Memorandum In Support of Award of Attorneys' Fees, Expenses,
and Incentive Award)**

EXHIBITS (Exhibit 1 - Class Action Settlement Agreement)

EXHIBITS (Exhibit 2 - Declaration of Eve-Lynn J. Rapp)

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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

The Honorable Kathleen G. Kennedy

**PLAINTIFFS' UNOPPOSED MOTION FOR LEAVE TO FILE
MEMORANDUM OF LAW IN EXCESS OF FIFTEEN (15) PAGES, *INSTANTER***

Plaintiffs Ramona Clark and Dylan Schlossberg (together, "Plaintiffs"), by and through their undersigned counsel, hereby respectfully request that the Court enter an order granting them leave to file a Memorandum in Support of their Motion for Award of Attorneys' Fees, Expenses, and Incentive Award ("Memorandum") in excess of the Court's fifteen (15) page limit, *instante*.

In support of the instant Motion, Plaintiffs state as follows:

1. Concurrent with this Motion, Plaintiffs have filed their Memorandum in Support of their Motion for Preliminary Approval of Class Action Settlement.

2. However, in order to adequately address (i) the factual and procedural posture of the case, (ii) the benefit conferred on the Settlement Class by the Settlement, (iii) the risks and difficulties faced by Plaintiffs' counsel, and (iv) the fairness and reasonableness of the proposed incentive award, Plaintiffs' Memorandum is in excess of the Court's fifteen (15) page limit.

3. Specifically, Plaintiffs' Memorandum includes a total of nineteen (19) pages of substance.

4. Prior to filing the instant motion, Plaintiffs' counsel conferred with counsel for Defendant Gannett Co., Inc. and is authorized to state that it has no objection to the relief requested herein.

5. Good cause exists to grant the instant motion and the relief requested herein is not sought for any improper purpose.

6. Attached hereto as Exhibit A is a true and accurate copy of Plaintiffs' Memorandum in Support of their Motion for Award of Attorneys' Fees, Expenses, and Incentive Award.

WHEREFORE, Plaintiffs Clark and Schlossberg respectfully request that the Court enter an Order (i) granting them leave to file their Memorandum, the substance of which shall not exceed nineteen (19) pages, *instante*, and (ii) providing such other and further relief as the Court deems reasonable and just.

Respectfully submitted,

RAMONA CLARK and DYLAN SCHLOSSBERG, individually and on behalf of a class of similarly situated individuals,

Dated: October 7, 2016

By: /s/ Eve-Lynn J. Rapp
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CERTIFICATE OF SERVICE

I, Eve-Lynn J. Rapp, an attorney, hereby certify that on October 7, 2016, I served the above and foregoing ***Unopposed Motion for Leave to File Memorandum of Law in Excess of Fifteen (15) Pages, Instantly***, by causing a true and accurate copy of such paper to be transmitted to the persons shown below via electronic mail, on this the 7th day of October 2016.

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EXHIBIT A

**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

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF AWARD OF
ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD**

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I. INTRODUCTION

Plaintiffs Ramona Clark and Dylan Schlossberg (together “Plaintiffs”) brought this case as a result of Defendant Gannett Co., Inc.’s decision to promote its newspapers—including its flagship paper *USA Today*—through allegedly unlawful telemarketing. Plaintiffs each received telemarketing calls on their cellular telephones that they claim were made with an “autodialer” and/or prerecorded voice and without their consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). After over two and a half years of litigation in federal and state courts and months of hard-fought negotiations, including multiple mediation sessions with former Cook County and then federal judge Wayne R. Andersen (ret.) of JAMS, Class Counsel secured a Settlement¹ that rises above the crowd in a space not lacking in comparables. It’s that Settlement that forms the basis for the instant request for an award of reasonable attorneys’ fees, expenses, and an incentive award to Plaintiffs for serving as class representatives.

Specifically, Gannett has agreed to establish a non-reversionary Settlement Fund of \$13,800,000, which based on the current rate of claims is expected to yield cash payments to claiming class members exceeding \$175 each. Such relief matches that achieved in the best of TCPA settlements and easily surpasses the relief secured in other similar settlements that have received the approval of courts in Cook County, the Northern District of Illinois, and throughout the country. In the overwhelming majority of those cases, the recovery is typically limited to a single flat rate ranging from less than \$25 in cash or coupons to at most a \$105 payment. Thus, the \$175 per claiming class member achieved here is truly a significant result. And, the relief afforded does not stop with monetary payments, as the Settlement also includes an important

¹ For the Court’s convenience, a copy of the Class Action Settlement is attached hereto as Exhibit 1.

injunctive component, requiring Gannett to provide much-needed training concerning TCPA compliance to key managers who oversee telemarketing calls to consumers, and to conduct a review to make sure their telemarketers remain compliant.

In light of their efforts to secure the valuable relief for the Settlement Class, Plaintiffs now ask this Court to award (1) reasonable fees to Class Counsel in the amount of 39% of the Settlement Fund (\$5,382,000),² and (2) incentive awards of \$5,000 for Plaintiff Schlossberg and \$1,000 for Plaintiff Clark. Each of these requests are in line with awards consistently approved by Illinois Courts in similar cases—i.e. approved attorneys’ fee awards in common fund class action settlements typically range from 33.3% to 40%, and \$5,000 incentive awards are common³—and, as explained more fully below, are entirely warranted here.

II. BACKGROUND

A brief summary of the underlying facts and law will lend context to the instant Motion, and demonstrates the reasonableness of the requested fees, costs, and incentive award.

A. The Underlying Claims and the TCPA.

Gannett is the largest newspaper publisher in the United States with its portfolio of newspapers including *USA Today*, the *Detroit Free Press*, the *Milwaukee Journal Sentinel*, and the *Indianapolis IndyStar*. (See Compl. ¶¶ 1, 11.)⁴ But the newspaper business isn’t what it used

² The attorney fees’ amount requested is inclusive of any costs incurred. That is, Plaintiffs’ counsel does not intend to request any additional amount to recoup costs incurred as a result of litigating this case over the last two and half years.

³ By way of example, and as discussed in greater detail below, The Honorable David B. Atkins, recently approved a fee request for 40% of an \$8.5 million common fund in a TCPA class action settlement almost identical to this one. *See Wallis v. iHeartMedia, Inc.*, No. 2016 CH 02455 (Cir. Ct. Cook Cnty., Ill. June 24 and Aug. 11, 2016) (Atkins, J.). Notably, the main difference between the Settlement in that case and the one in the instant matter is that this Settlement yields a larger payout to the Class.

⁴ “Compl.” refers to Plaintiffs’ Class Action Complaint and Demand for Jury Trial filed in this Court on May 12, 2016.

to be and so in order to counteract declining subscribership Plaintiffs allege that Gannett hired telemarketers to attempt to convince former customers to re-subscribe or new customers to sign up. (*Id.* ¶¶ 13-14.) Gannett’s telemarketers called approximately 2.6 million consumers. (*See* Compl. ¶ 11.) These calls were made on a near-daily basis, and Gannett’s primary telemarketer—Marketing Plus, Inc.—boasted on-line about the “predictive dialer” it used to call multiple phone numbers simultaneously. (*Id.* ¶¶ 14-17.) Gannett ended up calling Plaintiff Schlossberg repeatedly for over a year, often multiple times per week, trying to get him to subscribe or re-subscribe to Gannett publications. (*Id.* ¶¶ 20, 21.) Fed up with the constant unwanted telemarketing calls, Schlossberg (along with Richard Casagrand, who since decided to proceed individually) filed a putative class action suit against Gannett (along with Marketing Plus, Inc. who has since been dismissed) in the United States District Court for the District of New Jersey claiming these telemarketing calls violated the TCPA. (*See* Declaration of Eve-Lynn J. Rapp at ¶ 3, a copy of which is attached hereto as Exhibit 2); *see also Casagrand v. Gannett Co., Inc.*, No. 14-cv-00022, Dkt. 1 (D.N.J.).⁵

The TCPA makes it unlawful “to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system . . . to any telephone number assigned to a . . . cellular telephone service[.]” 47 U.S.C. § 227(b)(1)(A)(iii). As the Illinois Supreme Court has explained, “Congress enacted the TCPA to address telemarketing abuses attributable to the use of automated telephone calls to devices including . . . cellular telephones.” *Standard Mut. Ins. Co. v. Lay*, 2013 IL 114617, ¶ 27; *see also Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012) (“‘Unrestricted telemarketing,’ Congress determined, ‘can be an intrusive invasion of privacy.’”)

⁵ A copy of the Docket from the New Jersey federal case is attached to Plaintiffs’ preliminary approval motion as Exhibit 3-B.

(quoting TCPA Congressional Findings). And because consumers did not and do not have easy access to technologies that can screen out such calls, Congress further determined that the only way to preserve consumers’ privacy interests was to ban automated calls, except in emergencies or where the consumer had given consent to be called. 105 Stat. 2394-95.⁶ The TCPA provides for statutory damages of \$500 per violation, and for injunctive relief to ensure that no future violations occur. 47 U.S.C. § 227(b)(3). Nevertheless, despite the passage of the TCPA, unsolicited robocalling continues and tops the list of consumer complaints to the FCC. *See In re Regulations Implementing the Telephone Consumer Protection Act of 1991*, 30 FCC Rcd. 7961, 7964 ¶ 1 (July 10, 2015).

B. The Litigation History and Work Performed for the Settlement Class’s Benefit.

As noted above, this litigation began in federal court in New Jersey, where prior defendant Marketing Plus is headquartered. Following defendants’ answers, the magistrate judge assigned to the case suggested—and the parties agreed—that the case proceed on two parallel tracks simultaneously: the parties would continue to litigate the case, while at the same time engaging in an ongoing dialogue to determine whether a negotiated resolution of the matter was a real possibility. (Ex. 2, Rapp Decl. ¶ 4.)

With respect to the first track, the parties engaged in discovery relating to both class certification and the merits, including on such matters as the number of calls made by Gannett, the manner in which Plaintiffs’ telephone numbers were obtained, contracts between Gannett and its telemarketers, and the equipment used to make the calls. (*Id.* ¶ 5.) With respect to the second

⁶ The exception for emergency calls is inapplicable here. The exception for “prior express consent” creates an affirmative defense that a defendant must plead and prove. *See, e.g., Charvat v. Allstate Corp.*, 29 F. Supp. 3d 1147, 1149 (N.D. Ill. 2014); *Thrasher-Lyon v. Ill. Farmers Ins. Co.*, No. 11-cv-04473, 2012 WL 3835089, at *1 (N.D. Ill. Sept. 4, 2012).

track, both sides endeavored in good faith to seek a settlement of the action. (*Id.*) Despite their efforts, however, progress on any settlement was slow due to significant disagreement about the value of the case. (*Id.* ¶ 6.) Ultimately, the parties agreed to mediate before Judge Layn Phillips (ret.) in June 2015, at Gannett's counsel's office in New York. (*Id.* ¶ 7.) But before that mediation was scheduled to take place, the parties decided the mediation should be postponed so that they could exchange additional information relevant to their settlement efforts. (*Id.*) However, given Judge Phillips's limited availability and travel schedule, the parties decided to consider alternative mediators. (*Id.*)

The parties subsequently agreed to mediate before Judge Andersen (ret.), and exchanged additional information to allow for more productive negotiations. (*Id.* ¶ 8.) In advance of that mediation, Plaintiffs provided Defendants and Judge Andersen with comprehensive briefing on the merits and a proposed resolution. (*Id.*) In response, Gannett informed Plaintiffs that it needed additional time to review Plaintiffs' positions and obtain even more information it believed relevant to the settlement efforts. (*Id.*) Following these detailed settlement demand letters and the informal exchange of relevant information, the parties finally sat down to mediate before Judge Andersen in February 2016. (*Id.* ¶ 9.)

Despite their efforts, the initial, day-long mediation session failed to produce any agreement and the parties returned to litigation. (*Id.*) Nevertheless, they resolved to revisit settlement after they had an opportunity to better assess their respective positions. (*Id.*) Plaintiffs' counsel then turned their attention to insurance coverage, serving a 15-page policy demand letter on Gannett's primary and two umbrella insurers. (*Id.* ¶ 10.) The detailed demand set forth the applicable facts and law, and requested that the insurers tender the policy limits to fund a class-wide settlement. (*Id.*) The insurers rejected the demand. (*Id.*)

Notwithstanding, the parties agreed to participate in a second mediation session, again with Judge Andersen, in April 2016. (*Id.* ¶ 11.) And although the second round of talks was productive, even after yet another day-long session and a mediator's proposal from Judge Andersen, a settlement still could not be reached. (*Id.*) Indeed, it was not until Plaintiffs' counsel provided a counter-proposal followed by continued discussions after the mediation that the parties were able to agree on the principal terms of a class-wide deal. (*Id.*)

Despite their agreement in principle, reducing those terms to a written settlement agreement took significant effort by the parties as well. Part of the problem was uncertainty arising out of a case then pending before the United States Supreme Court. (*Id.* ¶ 12.) The Supreme Court had heard oral argument in *Spokeo, Inc. v. Robins*, No. 13-1339, in the fall of 2015, and a decision was expected to be handed down sometime before the end of the term in June 2016. (*Id.*) *Spokeo* involved Article III standing to pursue claims for statutory damages under federal statutes, and had the potential of divesting the New Jersey federal court's jurisdiction over Plaintiffs' TCPA claims. (*Id.*) In light of that uncertainty, the parties agreed to dismiss the action in the New Jersey federal court and re-file in this Court. (*Id.*) After re-filing the case in this Court, the parties were able to work through the final details of their agreement and prepare and finalize the settlement and notice papers—which included drafting the postcard and email notices and creating content for the settlement website—in order to seek approval from the Court. (*Id.* ¶ 13.)

C. The Extraordinary Relief Secured for the Settlement Class

Plaintiffs' and Class Counsel's efforts paid off. The settlement provides exceptional monetary and prospective relief to members of the Settlement Class. First, Plaintiffs and Class Counsel were able to secure Gannett's creation of a \$13,800,000 Settlement Fund, which, after

payment of administrative costs, incentive awards, and attorneys' fees, will be evenly distributed among all Settlement Class Members submitting an Approved Claim. (Ex. 1, Agreement ¶¶ 1.29, 2.1.) Based on claims filed to date, Settlement Class Members should receive \$175 or more each. (Ex. 2, Rapp Decl. ¶ 18.) Importantly, the Settlement Fund is non-reversionary, meaning that none of the \$13.8 million fund will ever be returned to Gannett; the entire fund will, after payment of fees and costs, be distributed to the Settlement Class. (Ex. 1, Agreement ¶¶ 1.29, 2.1.)

Second, Plaintiffs and Class Counsel were able to extract significant promises from Gannett to take various steps designed to ensure that it will not make unwanted telemarketing robocalls to consumers in the future. Specifically, Gannett has agreed 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) and to provide training regarding TCPA compliance to key managers who oversee telemarketing calls to consumers. (Ex. 1, Agreement ¶ 2.2.) These actions will help protect Settlement Class Members (and all consumers) from future unwanted telemarketing calls.

III. THE REQUESTED ATTORNEYS' FEES AND INCENTIVE AWARDS ARE REASONABLE AND SHOULD BE APPROVED

In light of the otherwise uncompensated work Class Counsel did to secure the nearly \$14 million Settlement Fund and prospective relief for the Settlement Class, Plaintiffs respectfully request that this Court award reasonable attorneys' fees in the amount of \$5,382,000. The requested amount—which represents 39% of the Settlement Fund—is well within the range of typical fee awards in Illinois Courts for these types of cases, and should be awarded here.

Illinois has adopted the “common fund doctrine” in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011). “The doctrine provides that a litigant or a lawyer who

recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* (internal quotations omitted). The basis of the doctrine is the equitable principle that "successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit." *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). Consequently, "[b]y awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

Generally, in determining the amount of a reasonable fee award in a common fund case, this Court has discretion to apply one of two methods: percentage-of-the-recovery or lodestar. *Id.* at 243-44. Under the percentage-of-the-recovery approach, as the name suggests, a reasonable attorneys' fee is awarded "based upon a percentage of the amount recovered on behalf of the plaintiff class." *Id.* at 238. Under the lodestar approach, counsel's fee is calculated by adding of all the hours counsel expended on the class's behalf at a reasonable hourly rate, and then multiplying that sum by a "risk multiplier" to account for the contingent nature of the litigation. *See Fiorito v. Jones*, 72 Ill. 2d 73, 90 (1978). While the court retains discretion to choose the methodology on a case-by-case basis, attorneys' fees in TCPA class actions have been awarded nearly exclusively using the percentage of the fund method. *See Hashw v. Dep't Stores Nat'l Bank*, No. 13-cv-727, 2016 WL 1729525, at *8 (D. Minn. Apr. 26, 2016) (noting the percentage method "has been employed by courts across the country in TCPA class actions.").

The use of the percentage of the fund method in the TCPA context likely flows from the fact that the lodestar method has been roundly criticized as "increas[ing] the workload of an already overtaxed judicial system, . . . creat[ing] a sense of mathematical precision that is

unwarranted in terms of the realities of the practice of law, . . . le[ading] to abuses such as lawyers billing excessive hours, . . . not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, . . . [and being] confusing and unpredictable in its administration.” *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (summarizing findings of the Third Circuit task force appointed to compare the respective merits of the percentage-of-the-recovery and lodestar methods); *see also Brundidge*, 168 Ill. 2d at 242-43 (criticizing lodestar method because “[e]valuating the hours actually expended is a laborious, burdensome, and time-consuming task that may be biased in hindsight,” and “[t]he risk multiplier is little short of a wild card in the already uncertain game of assessing fees under the lodestar calculation”).

Applying the percentage-of-the-recovery approach thus makes the most sense for this case and is why that method has been used to calculate a reasonable fee for class counsel in virtually every TCPA settlement. *See generally In re Capital One Tel. Consumer Prot. Act. Litig.*, 80 F. Supp. 3d 781 (N.D. Ill. 2015). The Court should thus follow this well-worn path.

A. 39% is a Reasonable Fee Award Here.

The 39% fee request falls comfortably within the range of typical fee awards in Illinois. *See Retsky Family Ltd. P’ship v. Price Waterhouse LLP*, No. 97 C 7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (“Courts try to approximate the market in determining reasonable attorney’s fees . . . A customary contingency fee would range from 33 1/3% to 40% of the amount recovered.”); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 599 (N.D. Ill. 2011) (“The Court is independently aware that 33 1/3% to 40% (plus the cost of litigation) is the standard contingent fee percentages [sic] in this legal marketplace[.]”) (internal quotations omitted); *see also* Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 15.83 (William

B. Rubenstein ed., 5th ed.) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”). Indeed, another court in this circuit recently approved a fee request for 40% of an \$8.5 million common fund in a TCPA class action settlement much like this one. *Wallis v. iHeartMedia, Inc.*, No. 2016 CH 02455 (Cir. Ct. Cook Cnty., Ill. June 24 and Aug. 11, 2016) (Atkins, J.).

In addition to falling within the range of typical fee awards, the 39% requested here is further justified—as explained below—in light of both (1) the risk Class Counsel undertook in pursuing this difficult litigation on a contingency basis, and (2) the extraordinary relief it ultimately obtained for the Settlement Class. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court’s attorney fee award due to the “extreme contingency risk” of pursuing the litigation, and the multi-million dollar “hard cash benefit [obtained] from a tenacious adversary”); *see also Kolinek v. Walgreen Co.*, 2014 WL 3056813, at *3-*4 (N.D. Ill. July 7, 2014) (awarding 36% of class benefits secured under \$11 million common fund and noting that the risks class counsel faced, coupled with the results achieved—approximately \$27.70 per claiming class member—warranted such a percentage award); *Grant v. Commonwealth Edison Company*, No. 13-cv-08310, Dkt. 68 (N.D. Ill. September 11, 2015) (awarding 36% of class benefits); *Sterk v. Path, Inc.*, No. 2015 CH 08609 (Cir. Ct. Cook Cnty. Ill. September 21, 2015) (same).

Additionally, the non-monetary benefits created by a class action settlement are properly considered for purposes of determining fees. *See Hall v. Cole*, 412 U.S. 1, 5 n.7 (1973) (noting that the common fund doctrine “must logically extend, not only to litigation that confers a monetary benefit on others, but also litigation which corrects or prevents an abuse which would be prejudicial to the rights and interests of those others”). The prospective relief here—which requires Gannett to implement new procedures to prevent it from making unsolicited automated

telemarketing calls to cell phones—benefits the Settlement Class by ensuring their congressionally recognized privacy interests will be recognized going forward. Thus, awarding Class Counsel a 39% share of the common fund “equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge*, 168 Ill.2d at 244.

1. This Case Presented Numerous Risks, and Class Counsel Litigated it Despite the Possibility that They May Ultimately Recover Nothing.

Class Counsel agreed to litigate this matter on a contingent fee basis, and therefore to front costs and expenses, forego other work, and accept the risk that if the case were ultimately unsuccessful, they would receive absolutely no compensation for their efforts. And while an attorney’s tying her compensation only to victory for her client is risky in any litigation, “the average TCPA case carries [just] a 43% chance of success.” *Capital One*, 80 F. Supp. 3d at 806. Simply put, Class Counsel invested significant time and money into litigation that—all else being equal—had a less than a coin flip of a chance of ever providing them with compensation for their efforts.

Furthermore, while Class Counsel remains confident that Plaintiffs would have prevailed had litigation continued, there were not-insignificant obstacles to ultimate recovery for the Settlement Class. First, putting aside the merits for a moment, there was a risk that no class would even be certified. Gannett indicated it would have vigorously contested class certification, especially given that many of the people who Gannett called were former Gannett customers and had provided their phone numbers to Gannett at some point in the past. And, there was a definite risk that Gannett would have been able to defeat class certification by arguing in an adversarial proceeding that whether consumers had consented to receive the calls was an individualized issue. *See Jamison v. First Credit Servs., Inc.*, 290 F.R.D. 92, 106 (N.D. Ill. 2013) (“There is a split of opinion in TCPA cases on whether issues of individualized consent predominate over

common questions of law or fact so as to prevent class certification.”).

Second, there was a risk that even if a class had been certified, Gannett may have prevailed on any of several defenses to the merits. For example, in addition to providing potential ammunition to Gannett for a class certification fight, the consent issue was also raised by Gannett as an affirmative defense to the merits of Plaintiffs’ TCPA claim. (D.N.J. Dkt. 17 [Affirmative Defenses 3-6].) In a 1992 order, the FCC stated with respect to the TCPA’s consent exception that “persons who knowingly release their phone numbers have in effect given their invitation or permission to be called at the number which they have given, absent instructions to the contrary.” *In re Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 7 FCC Rcd. 8752 ¶ 31 (1992). Numerous courts have relied on this ruling to hold that plaintiffs who voluntarily provided their number to a business at some point in time consented to receive subsequent calls, and were thus unable to pursue TCPA claims for those calls. *See, e.g., Baird v. Sabre Inc.*, 995 F. Supp. 2d 1100, 1102-03 (C.D. Cal. 2014) (collecting cases), *aff’d*, 636 F. App’x 715 (9th Cir. 2016).⁷

Another potential merits defense faced by Plaintiffs here was vicarious liability. From the start of the litigation, Gannett took the position that it was not liable for the calls because they had been placed not by Gannett, but by telemarketers like Marketing Plus with whom Gannett had contracted. (D.N.J. Dkt. 17 (Affirmative Defenses 13-15).) While common law principles of agency—including vicarious liability—apply to the TCPA, *see Campbell-Ewald Co. v. Gomez*,

⁷ Notwithstanding, given the more recent decisions and further clarification from the FCC, Plaintiffs believe they would have prevailed against any of Gannett’s consent defenses. *See, e.g., Kolinek*, 2014 WL 3056813, at *3-*4 (explaining that “[t]he FCC has established no general rule that if a consumer gives his cellular phone number to a business, she has in effect given permission to be called at that number for any reason at all, absent instructions to the contrary. Rather, to the extent the FCC’s orders establish a rule, it is that the scope of a consumer’s consent depends on its context and the purpose for which it is given. Consent for one purpose does not equate to consent for all purposes.”).

136 S. Ct. 663, 674 (2016) (citing *In re Joint Petition Filed by Dish Network, LLC*, 28 FCC Rcd. 6574 (2013)), defendants in TCPA cases have had some success defeating vicarious liability theories at all stages of litigation. *See, e.g., Smith v. State Farm Mut. Auto. Ins. Co.*, No. 13 C 2018, 2013 WL 5346430, at *3-6 (N.D. Ill. Sept. 23, 2013) (dismissing TCPA complaint because plaintiff failed to sufficiently allege that defendant was vicariously liable for calls made by someone else on its behalf); *Thomas v. Taco Bell Corp.*, 879 F. Supp. 2d 1079 (C.D. Cal. 2012) *aff'd*, 582 F. App'x 678 (9th Cir. 2014) (finding, on summary judgment, that defendant was not vicariously liable under TCPA for text messages sent on its behalf and as part of marketing campaign it paid for); *Bridgeview Health Care Ctr., Ltd. v. Clark*, 816 F.3d 935, 937-39 (7th Cir. 2016) (affirming lower court's finding after bench trial that defendant was not vicariously liable under TCPA for certain faxes sent on its behalf).

In light of these hurdles—on top of the already less-than-even odds of prevailing in any TCPA case—Class Counsel faced the very real possibility of spending years litigating this action without receiving any compensation at all. This very real contingency risk supports the reasonableness of the fees requested here. *See Ryan*, 274 Ill. App. 3d at 924.

2. Class Counsel Achieved an Outstanding Result for the Settlement Class.

The nearly \$14 million dollar “hard cash benefit” obtained for the Settlement Class despite Gannett’s strong potential defenses also supports the fee request here. *Ryan*, 274 Ill. App. 3d at 924. As noted above and on preliminary approval, Class Counsel estimates that distribution of the Settlement Fund will result in payments to Settlement Class Members submitting Approved Claims of over \$175 each. This is significantly more than the individual payment amounts in recently approved TCPA class action settlements, and specifically those approved by this Court. *See, e.g., Lockett v. MoGreet, Inc.*, No. 2013 CH 21352 (Cir. Ct. Cook Cnty., Ill. Apr.

3, 2014) (\$105 per claiming class member); *Woodman v. ADP Dealer Servs.*, No. 2013 CH 10169 (Cir. Ct. Cook Cnty., Ill. Nov. 4, 2013) (\$100 or \$15 per claiming class member, depending on documentation submitted); *Sterk v. Path*, No. 2015 CH 08609 (Cir. Ct. Cook Cnty., Ill. Sept. 11 and 21, 2015) (\$70 per claiming class member); *De Los Santos v. Millward Brown, Inc.*, No. 13-cv-80670, Dkts. 82, 84 (S.D. Fla. Aug. 17 and Sept. 11, 2015) (\$50 per claiming class member); *Desai v. ADT Sec. Servs., Inc.*, No. 11-cv-01925, Dkt. 240, 243 (N.D. Ill. June 7 and 21, 2013) (\$47.27 per claiming class member); *Capital One*, 80 F. Supp. 3d at 789 (\$34.60 per claiming class member); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill. 2015) (\$30 per claiming class member); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1040 (S.D. Cal. 2015) (\$13.75 per claiming class member).

This result is outstanding in its own right, but even more so when compared against other so-called “direct relationship” TCPA cases, where class members had provided their cellular telephone number to the defendant. Such cases are often viewed as somewhat weaker because of the potential consent issues discussed above. Consequently, such cases often settle for very low payments to class members, or even for coupons or vouchers that can only be redeemed for products and services from defendant. *See, e.g., Kazemi v. Payless Shoesource, Inc.*, No. 09-cv-5142, Dkt. 85 (N.D. Cal. Feb. 21, 2012) (providing a \$25 “Merchandise Certificate” to each class member); *In re Jiffy Lube Int’l Text Spam Litig.*, No. 11-md-2261, Dkt. 90-1 (S.D. Cal. Dec. 30, 2012) (providing a \$20 voucher, which could be redeemed for \$15 cash after nine-month waiting period); *Wojcik v. Buffalo Bills, Inc.*, No. 12-cv-2414, Dkt. 77 (M.D. Fla. Aug. 5, 2014) (claiming class members received gift cards redeemable only at defendant’s stores in amounts ranging from \$57 to \$75). Here, where Class Counsel was able to obtain results for the Settlement Class that are far superior to results in other difficult “direct relationship” TCPA

cases, the 39% fee request is eminently reasonable.

Furthermore, it is equally significant and should be reiterated that the Settlement Fund is non-reversionary, meaning that none of it will be returned to Gannett under *any* condition. That is, Gannett will pay the whole \$13,800,000, all of which (after fees and costs) will be distributed to the Settlement Class. The non-reversionary nature of the Settlement Fund, coupled with its sheer size, acts as a strong deterrent to Gannett and other companies to refrain from engaging in future unlawful and intrusive telemarketing, which protects both Settlement Class members and the public at large. *See* Richard A. Posner, *Economic Analysis of Law* 626-27 (5th ed. 1998) (“[T]he most important point from an economic standpoint is that the violator be confronted with the costs of his violation—this achieves the allocative purpose of the suit—not that he pays them to his victims.”). In contrast, reversionary settlements, in which amounts per claimant are capped and any unclaimed funds are returned to the defendant, are often criticized for failing either to adequately compensate injured victims or to sufficiently deter future wrongful conduct. *See* Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 12.29 (William B. Rubenstein ed., 5th ed.) (“[C]ritics are concerned that a reversionary fund undermines the deterrent function of the class suit.”). Yet even so, attorneys are frequently awarded fees in reversionary cases amounting to 30% or more of the reversionary common fund. *See, e.g., Ching v. Siemens Indus., Inc.*, No. 11-cv-04838, 2014 WL 2926210, at *5, 7-8 (N.D. Cal. June 27, 2014) (awarding 30% of reversionary common fund as reasonable attorneys’ fee); *In re Nigeria Charter Flights Litig.*, No. 04-cv-304, 2011 WL 7945548, at *4, 9 (E.D.N.Y. Aug. 25, 2011) (recommending awarding class counsel requested fee of 34% of reversionary common fund, plus class counsel’s expenses), *report and recommendation adopted*, 2012 WL 1886352 (E.D.N.Y. May 23, 2012). The fact that Class Counsel here was able to secure a *non*-reversionary fund—and a substantial one at that—

thus further supports the reasonableness of the requested fee award.⁸

Finally, the non-monetary prospective relief afforded by the settlement must not be overlooked. As noted above, Gannett has agreed to conduct a review of both its internal TCPA compliance procedures and the TCPA compliance procedures of any vendor that conducts telemarketing on its behalf, and to provide training regarding TCPA compliance to key managers who oversee telemarketing calls to consumers. These actions—along with the deterrent effect of the nearly \$14 million settlement—will help ensure that Gannett (and its telemarketing vendors) do not make unlawful calls to Settlement Class Members in the future. Along with the monetary component of the settlement, this provides significant relief to the Settlement Class.

* * *

Given the potential obstacles to recovery that Plaintiffs faced (and Class Counsel’s concomitant risk of not being compensated for its years of effort in this case), along with the outstanding results ultimately achieved for the Settlement Class (most notably, the creation of a \$13,800,000 non-reversionary Settlement Fund), Class Counsel’s request for attorneys’ fees is well-supported and entirely reasonable. The requested award of 39% of the Settlement Fund

⁸ The Settlement Class also benefitted from Class Counsel’s decision to finalize the settlement in this Court rather than the federal district court in New Jersey. As noted above, the United States Supreme Court’s consideration of *Spokeo, Inc. v. Robins* created some uncertainty as to the jurisdiction of federal courts over statutory damages cases like this one. To date, federal district courts have divided over whether TCPA plaintiffs have standing in federal court. Compare *Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, --- F. Supp. 3d ---, 2016 WL 4439935 (N.D. Ill. Aug. 23, 2016) (finding Article III standing after *Spokeo*) with *Romero v. Dep’t Stores Nat’l Bank*, No. 15-CV-193-CAB-MDD, ---F. Supp. 3d --- 2016 WL 4184099, at *1 (S.D. Cal. Aug. 5, 2016) (finding no Article III standing after *Spokeo*). Had the New Jersey federal court granted preliminary approval to the settlement and a jurisdictional challenge was subsequently raised, Plaintiffs would have had to oppose the challenge and/or re-file in state court. Either way, significant time, judicial resources, and expense (including notice and administrative costs) would have been incurred in doing so. By pre-emptively re-filing in this Court rather than seeking preliminary settlement approval in the District of New Jersey, Class Counsel saved such costs, allowing them to be distributed to Settlement Class Members instead.

(\$5,382,000) should be approved.

B. The Requested Incentive Awards are Reasonable and Should Be Approved.

Additionally, in recognition of their efforts in litigating this case and securing relief for the benefit of others, Plaintiffs respectfully request that this Court authorize the payment of incentive awards from the Settlement Fund in the amount of \$5,000 for Plaintiff Schlossberg and \$1,000 for Plaintiff Clark.

Incentive awards to named plaintiffs for representing a class are common and serve to encourage the filing of class action suits. *See GMAC Mortg. Corp. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). In determining how much an incentive award should be, “courts are instructed to consider actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.” *Kolinek*, 311 F.R.D. at 503 (internal quotations omitted).

Here, Plaintiff Schlossberg provided invaluable assistance to Class Counsel by helping with the pre-suit investigation into Gannett’s conduct, carefully reviewing pleadings, and participating in discovery. (Ex. 2, Rapp Decl. ¶ 21.) And while Plaintiff Clark did not become a named plaintiff until the case was re-filed in this Court, she reviewed the amended pleadings, like Plaintiff Schlossberg, approved the settlement negotiated with Gannett and stood ready to play an active role in the litigation should the case have continued rather than settled. (*Id.*) These efforts by Plaintiffs, which resulted in the creation of the nearly \$14 million Settlement Fund for the benefit of Settlement Class Members, justifies the payment of incentive awards here. *See Kolinek*, 311 F.R.D. at 503 (ordering incentive award to named plaintiff who “attached his name to this litigation and participated in pre-filing investigation and informal and formal discovery”

based on his “role working with class counsel, approving the settlement agreement and fee application, and volunteering to play an active role if the parties continued litigating through trial.”).

Furthermore, the amounts requested are entirely reasonable. \$5,000—the amount sought by Plaintiff Schlossberg—is typical of incentive awards in similar cases. *See Kolinek*, 311 F.R.D. at 503 (“[C]ourts regularly approve \$5,000 incentive awards in common fund cases like this one [an \$11 million non-reversionary TCPA settlement].”); *Capital One*, 80 F. Supp. 3d at 809 (“[A] \$5,000 award is consistent with the awards granted by other courts in this district in similar litigation.”). And Plaintiff Clark, acknowledging the more modest—but nevertheless important—role she played, seeks only \$1,000.

And not only are both of the requested incentive awards reasonable in absolute terms, they are even more so when compared to the size of the Settlement Fund. The average incentive award approved in a common fund case is .16% of the fund. Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1308 (2006). Applied to the \$13,800,000 Settlement Fund here, that average would yield a total incentive award of \$22,080. In contrast, the \$6,000 in incentive awards actually requested by Plaintiffs represents less than a third of that amount. Consequently, in light of Plaintiffs’ efforts in litigating this case and securing the extremely valuable benefit for the rest of the Settlement Class, this Court should grant their reasonable request for incentive awards.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enter an order (1) awarding Class Counsel attorneys’ fees in the amount of \$5,382,000, (2) granting Plaintiffs’ request for incentive awards in the amount of \$5,000 to Plaintiff Schlossberg and \$1,000 to

Plaintiff Clark, and (3) providing such other relief as this Court deems just and proper.

Respectfully submitted,

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

Dated: October 7, 2016

By: /s/ Eve-Lynn J. Rapp
One of Plaintiffs' Attorneys

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CERTIFICATE OF SERVICE

I, Eve-Lynn J. Rapp, an attorney, hereby certify that on October 7, 2016, I served the above and foregoing ***Plaintiffs' Memorandum in Support of Award of Attorneys' Fees, Expenses, and Incentive Award***, by causing a true and accurate copy of such paper to be transmitted to the persons shown below via electronic mail on this the 7th day of October 2016.

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/s/ Eve-Lynn J. Rapp_____

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EXHIBIT 1

**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:

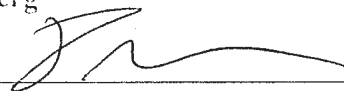
Matthew J. Fedor
DRINKER BIDDLE & REATH LLP
600 Campus Drive
Florham Park, New Jersey 07932

[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

Ramona Clark

Dated: _____

By (signature): _____

Name (printed): _____

Dated: 07/12/2016

EDELSON PC

By (signature): Eve-Lynn J. Rapp

Name (printed): Eve-Lynn J. Rapp

Title: One of Plaintiff's Attorneys

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

Dated: 07 / 12 / 2016

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: 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: _____

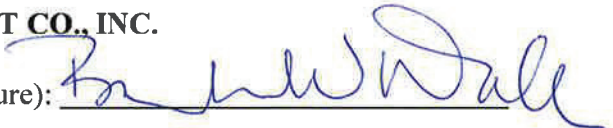
By (signature): _____

Name (printed): Stefan L. Coleman

Title: One of Plaintiff's Attorneys

GANNETT CO., INC.

Dated: July 13, 2016

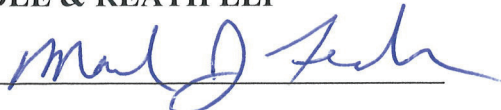
By (signature): 

Name: Barbara W. Wall

Title: Chief Legal Officer

DRINKER BIDDLE & REATH LLP

Dated: 7/14/2016

By (signature): 

Name: Matthew J. Fedor

Title: Attorneys for Defendant

EXHIBIT A

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 should 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.

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2016-CH-06603
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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

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 communications 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

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.

Your 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?

Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing on your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your 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.**

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

DECLARATION OF EVE-LYNN J. RAPP

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true:

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois. I am entering this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Incentive Award. This Declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am a Partner at the law firm of Edelson PC, which has been retained to represent the named Plaintiffs in this matter, Ramona Clark and Dylan Schlosberg, and appointed to act as Class Counsel on behalf of the Settlement Class.

Litigation and Settlement History

3. As a result of repeated unwanted telemarketing calls, Plaintiff Dylan Schlossberg (along with Richard Casagrand, who since decided to pursue his claims on an individual basis) filed a putative class action suit against Gannett (along with Marketing Plus, Inc. who has since been dismissed) in the United States District Court for the District of New Jersey claiming defendants' telemarketing calls violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA").

4. Following defendants' answers, the magistrate judge assigned to the case suggested—and the parties agreed—that the case should proceed simultaneously on two parallel tracks. That is, while the parties would continue to litigate the case, they would also engage in an ongoing dialogue to decide if a negotiated resolution of the matter was a real possibility.

5. With respect to the first track, the parties engaged in discovery relating to both class certification and the merits, including discovery on matters such as the number of calls made by Gannett, the manner in which Plaintiffs' telephone numbers were obtained, contracts between Gannett and its telemarketers, and the equipment used to make the calls. With respect to negotiating a resolution of the matter, both sides endeavored in good faith to seek a settlement of the action.

6. Despite these efforts, progress on any settlement was slow due to significant disagreement about the value of the case.

7. After continued discussions, the parties agreed to mediate before Judge Layn Phillips (ret.) in June 2015, at Gannett's counsel's office in New York. The parties decided to postpone that mediation, however, after determining that additional information relevant to their

settlement efforts was needed in order to have meaningful discussions. Thereafter, and in light of Judge Phillips's limited availability and travel schedule, the parties decided to consider alternative mediators.

8. In that vein, the parties agreed to mediate before former Cook County and then federal judge Wayne R. Andersen (ret.) of JAMS, and exchanged additional information to allow for more productive negotiations. In advance of the mediation, Plaintiffs provided Gannett and Judge Andersen with comprehensive briefing on the merits and a proposed resolution. After reviewing that briefing, however, Gannett informed Plaintiffs that it needed additional time to review Plaintiffs' positions and obtain even more information it believed relevant to the settlement efforts.

9. The parties ultimately sat down to mediate before Judge Andersen on February 3, 2016. Despite their best efforts, however, the initial, day-long mediation session failed to produce any agreement and the parties returned to litigation. Nevertheless, the parties resolved to revisit settlement after they had an opportunity to better assess their respective positions.

10. Shortly thereafter, and in an attempt to focus pressure on Gannett's insurers, Plaintiffs' counsel served a 15-page policy demand on Gannett's primary and two umbrella insurers. The detailed demand set forth the applicable facts and law, and requested that the insurers tender the policy limits to fund a class-wide settlement. Gannett's insurers rejected the demand.

11. Notwithstanding, the parties agreed to participate in a second mediation session, again with Judge Andersen on April 6, 2016. Although that second round of talks was productive, a settlement still could not be achieved, even after another day-long session that

culminated in a mediator's proposal from Judge Andersen. It was not until Plaintiffs' counsel provided a counter-proposal followed by continued discussions after the mediation that the parties were able to agree on the principal terms of a class-wide deal.

12. Despite their agreement in principle, reducing those terms to a written settlement agreement took significant effort as well. Part of the problem was uncertainty arising out of a case then pending before the United States Supreme Court, *Spokeo, Inc. v. Robins*, No. 13-1339, where a decision was expected to be handed down sometime before the end of the term in June 2016. *Spokeo* involved Article III standing to pursue claims for statutory damages under federal statutes, and had the potential of divesting the New Jersey federal court of subject-matter jurisdiction over Plaintiffs' TCPA claims. In light of that uncertainty, the parties agreed to dismiss the action in the New Jersey federal court and re-file in the Circuit Court of Cook County, Illinois.

13. After re-filing the case in Cook County, the parties were able to work through the final details of their agreement and prepare and finalize the settlement and notice papers—which included drafting the postcard and email notices and creating content for the settlement website—in order to seek approval from the Court.

Class Counsel's Experience and the Work Required to Achieve the Settlement

14. Based on my experience, I believe that Plaintiffs had a strong chance of certifying an adversarial class and ultimately succeeding at summary judgment and/or trial. Nevertheless, there were not-insignificant obstacles to ultimate recovery for the Settlement Class. Namely, Gannett indicated it would have vigorously contested class certification and the merits given that many of the people who Gannett called were former Gannett customers and had provided their

phone numbers to Gannett at some point in the past. In addition to that, Gannett took the position that it could not be held vicariously liable for the calls because they had been placed by telemarketers like Marketing Plus with whom Gannett had contracted.

15. After balancing the strength of this case against these obstacles, Class Counsel concluded that accepting the relief afforded by the proposed settlement was in the best interest of Plaintiffs and the Class.

16. To realize this substantial benefit, Class Counsel was required to spend significant time and effort litigating this case without compensation. As it related to the Parties' settlement efforts, Class Counsel engaged in numerous settlement discussions, and spent considerable time and effort preparing for the formal, all-day mediation sessions before Judge Andersen. But even after agreeing on the key terms, it took the Parties even more time and effort to finalize additional details and work through outstanding issues.

17. As a result of their efforts, Class Counsel obtained what I believe to be a significant result for the Settlement Class, including exceptional monetary and prospective relief. Plaintiffs and Class Counsel were able to secure Gannett's creation of a \$13,800,000 Settlement Fund, which, after payment of administrative costs, incentive awards, and attorneys' fees, will be evenly distributed among all Settlement Class Members submitting an Approved Claim.

18. Based on claims filed to date, Settlement Class Members should receive \$175 or more each.

19. Additionally, Gannett has agreed to conduct a review of its internal TCPA compliance procedures (and the TCPA compliance procedures of any vendor that conducts

telemarketing on its behalf) and to provide training regarding TCPA compliance to key managers who oversee telemarketing calls to consumers.

Plaintiffs' Efforts in the Litigation

20. I am of the opinion that Ms. Clark and Mr. Schlossberg dutifully represented the interests of the Settlement Class in this case.

21. Throughout the case, Plaintiff Schlossberg provided invaluable assistance to Class Counsel by helping with the pre-suit investigation into Gannett's conduct, carefully reviewing pleadings, and participating in discovery. Additionally, Plaintiff Clark reviewed the amended pleadings, like Plaintiff Schlossberg, approved the settlement negotiated with Gannett and stood ready to play an active role in the litigation should the case have been litigated rather than settled.

22. Plaintiffs' commitment of time and effort in this action has resulted in a substantial benefit to their fellow class members.

Attachments

23. Attached hereto as Exhibit 2-A is a true and accurate copy of the Firm Resume of Edelson PC.

Further affiant sayeth naught.

Executed this 7th day of October 2016, at Chicago, Illinois.

/s/ Eve-Lynn J. Rapp

Exhibit 2-A

EDELSON PC FIRM RESUME

EDELSON PC is a plaintiffs' class action and commercial litigation firm with attorneys in Illinois and California.

Our attorneys have been recognized as leaders in these fields by state and federal courts, legislatures, national and international media groups, and our peers. Our reputation has led state and federal courts across the country to appoint us lead counsel in many high-profile cases, including in cutting-edge privacy class actions against comScore, Netflix, Time, Microsoft, and Facebook; Telephone Consumer Protection Act class actions against technology, media, and retail companies such as Google, Twentieth Century Fox, Simon & Schuster, and Steve Madden; data security class actions against LinkedIn, Advocate Hospitals, and AvMed; banking cases against Citibank, Wells Fargo, and JP Morgan Chase related to reductions in home equity lines of credit; fraudulent marketing cases against software companies such as Symantec, AVG and Ascentive; mobile content class actions against all major cellular telephone carriers; and product liability cases, including the Thomas the Tank Engine lead paint class actions and the tainted pet food litigation.

We have testified before the United States Senate on class action issues and have repeatedly been asked to work on federal and state legislation involving cellular telephony, privacy, and other consumer issues. Our attorneys have appeared on dozens of national and international television and radio programs, and in numerous national and international publications, discussing our cases and class action and consumer protection issues more generally. Our attorneys speak regularly at seminars on consumer protection and class action issues, and also lecture on class actions at law schools.

PLAINTIFFS' CLASS AND MASS ACTION PRACTICE GROUP

EDELSON PC is a leader in plaintiffs' class and mass action litigation, with a focus on consumer technology. Our firm is "known for securing multi-million dollar settlements against tech giants" (Chicago Daily Law Bulletin, September 2013), and has been specifically recognized as "pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue." *See In re Facebook Privacy Litig.*, No. C 10-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); *see also In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our "significant and particularly specialized expertise in electronic privacy litigation and class actions. . ."). Law360 has called us a "Titan of the Plaintiffs Bar," a "Plaintiffs Class Action powerhouse" and a "Privacy Litigation Heavyweight." We have also been recognized by courts for our uniquely zealous and efficient approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Marketing & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10 C 3647 (N.D. Ill. July 16, 2010). After hard fought litigation, that case

settled, resulting in the reinstatement of between \$3.2 billion and \$4.7 billion in home credit lines.

We have several sub-specialties within our plaintiffs' class action practice:

TELEPHONE CONSUMER PROTECTION ACT

EDELSON PC has been at the forefront of TCPA litigation for nearly a decade, having secured the groundbreaking *Satterfield* ruling in the Ninth Circuit applying the TCPA to text messages, *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), and the largest (up to \$76 million in total monetary relief) TCPA settlement to date. *See Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.). In addition to numerous settlements—collectively providing over \$200 million to consumers—we have over two-dozen putative TCPA class actions pending against companies including Santander Consumer USA, Inc., GrubHub, United Student Aid Funds, NCO Financial Systems, and NRG Energy. Representative settlements and ongoing cases include:

- *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained adversarial class certification of nationwide class of approximately 1 million consumers. On the eve of trial, case resulted in the largest TCPA settlement to date, totaling up to \$76 million in monetary relief.
- *Kolinek v. Walgreen Co.*, No. 13-cv-4806 (N.D. Ill.): Lead counsel in class action alleging that defendant violated federal law by making unsolicited prescription reminder calls. Won reconsideration of dismissal based upon whether provision of telephone number constituted consent to call. Case settled for \$11 million.
- *Hopwood v. Nuance Communications, Inc., et al.*, No. 13-cv-2132 (N.D. Cal.): Lead counsel in class action alleging that defendants violated federal law by making unsolicited marketing calls to consumers nationwide. \$9.245 million settlement provided class members option to claim unprecedented relief based upon total number of calls they received. Settlement resulted in some class members receiving in excess of \$10,000 each.
- *Rojas v CEC*, No. 10-cv-05260 (N.D. Ill.): Lead counsel in text spam class action that settled for \$19,999,400.
- *In re Jiffy Lube Int'l Text Spam Litigation*, No. 11-md-2261, 2012 WL 762888 (S.D. Cal.): Co-lead counsel in \$35 million text spam settlement.
- *Ellison v Steve Madden, Ltd.*, No. cv 11-5935 PSG (C.D. Cal.): Lead counsel in \$10 million text spam settlement.

- *Kramer v. B2Mobile*, No. 10-cv-02722-CW (N.D. Cal.): Lead counsel in \$12.2 million text spam settlement.
- *Wright, et al. v. Nationstar Mortgage, LLC*, No. 14-cv-10457 (N.D. Ill.): Co-lead counsel in \$12.1 million debt collection call settlement.
- *Pimental v. Google, Inc.*, No. 11-cv-02585 (N.D. Cal.): Lead counsel in class action alleging that defendant co-opted group text messaging lists to send unsolicited text messages. \$6 million settlement provides class members with an unprecedented \$500 recovery.
- *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.): Lead counsel in \$10 million text spam settlement.
- *Miller v. Red Bull*, No. 12-CV-04961 (N.D. Ill.): Lead counsel in \$6 million text spam settlement.
- *Woodman v. ADP Dealer Services*, No. 2013 CH 10169 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$7.5 million text spam settlement.
- *Lockett v. Mogreet, Inc.*, No 2013 CH 21352 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$16 million text spam settlement.
- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.): Lead counsel in class action alleging that defendants violated federal law by sending unsolicited text messages to cellular telephones of consumers. Case settled for \$16 million.
- *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.): Co-lead counsel in in \$10 million text spam settlement.
- *Weinstein v. Airt2me, Inc.*, No. 06 C 0484 (N.D. Ill.): Co-lead counsel in \$7 million text spam settlement.

PRIVACY/DATA LOSS

Data Loss/Unauthorized Disclosure of Data

We have litigated numerous class actions involving issues of first impression against Facebook, Apple, Netflix, Sony, Gannett, Redbox, Pandora, Sears, Storm 8, Google, T-Mobile, Microsoft, and others involving failures to protect customers' private information, security breaches, and unauthorized sharing of personal information with third parties. Representative settlements and ongoing cases include:

- *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data

collection practices. The court has finally approved a \$14 million settlement.

- *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of identity theft.
- *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal.): Sole lead counsel in suit alleging that defendant violated the Video Privacy Protection Act by illegally retaining customer viewing information. Case resulted in a \$9 million dollar *cy pres* settlement that has been finally approved.
- *Halaburda v. Bauer Publishing Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Communications, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information. In a groundbreaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. In January and July of 2015, final approval was granted to a settlement reached in the *Bauer Publishing* matter and an adversarial class was certified in the *Time* case, respectively.
- *Standiford v. Palm*, No. 09-cv-05719-LHK (N.D. Cal.): Sole lead counsel in data loss class action, resulting in \$640,000 settlement.
- *In re Zynga Privacy Litig.*, No. 10-cv-04680 (N.D. Cal.): Appointed co-lead counsel in suit against gaming application designer for the alleged unlawful disclosure of its users' personally identifiable information to advertisers and other third parties.
- *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal.): Appointed co-lead counsel in suit alleging that Facebook unlawfully shared its users' sensitive personally identifiable information with Facebook's advertising partners.
- *In re Sidekick Litig.*, No. C 09-04854-JW (N.D. Cal.): Co-lead counsel in cloud computing data loss case against T-Mobile and Microsoft. Settlement provided the class with potential settlement benefits valued at over \$12 million.

- *Desantis v. Sears*, No. 08 CH 00448 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in injunctive settlement alleging national retailer allowed purchase information to be publicly available through the Internet.

CONSUMER TECHNOLOGY

Fraudulent Software

In addition to the settlements listed below, EDELSON PC has consumer fraud cases pending in courts nationwide against companies such as McAfee, Inc., Avanquest North America Inc., PC Cleaner, AVG, iolo Technologies, LLC, among others. Representative settlements include:

- *Drymon v. Cyberdefender*, No. 11 CH 16779 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.75 million.
- *Gross v. Symantec Corp.*, No. 12-cv-00154-CRB (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$11 million.
- *LaGarde v. Support.com, Inc.*, No. 12-cv-00609-JSC (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$8.59 million.
- *Ledet v. Ascentive LLC*, No. 11-CV-294-PBT (E.D. Pa.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.6 million.
- *Webb v. Cleverbridge, Inc.*, No. 1:11-cv-04141 (N.D. Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$5.5 million.

Video Games

EDELSON PC has litigated cases video-game related cases against Activision Blizzard Inc., Electronic Arts, Inc., Google, and Zenimax Media, Inc.

MORTGAGE & BANKING

EDELSON PC has been at the forefront of class action litigation arising in the aftermath of the federal bailouts of the banks. Our suits include claims that certain banks unlawfully suspended home credit lines based on pre-textual reasons, and that certain banks have failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP trial plans under state law. The court noted that “[p]rompt resolution of this matter is necessary not

only for the good of the litigants but for the good of the Country.” *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements have restored billions of dollars in home credit lines to people throughout the country. Representative cases and settlements include:

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Court appointed interim co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between \$3.2 billion and \$4.7 billion in credit to the class.
- *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo’s suspensions of home equity lines of credit. Nationwide settlement restores access to over \$1 billion in credit and provides industry leading service enhancements and injunctive relief.
- *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank’s suspensions of home equity lines of credit. The settlement restored up to \$653,920,000 worth of credit to affected borrowers.
- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): In ongoing putative class action, obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP trial plans.

GENERAL CONSUMER PROTECTION CLASS ACTIONS

We have successfully prosecuted countless class actions against computer software companies, technology companies, health clubs, dating agencies, phone companies, debt collectors, and other businesses on behalf of consumers. In addition to the settlements listed below, EDELSON PC have litigated consumer fraud cases in courts nationwide against companies such as Motorola Mobility, Stonebridge Benefit Services, J.C. Penney, Sempris LLC, and Plimus, LLC. Representative settlements include:

Mobile Content

We have prosecuted over 100 cases involving mobile content, settling numerous nationwide class actions, including against industry leader AT&T Mobility, collectively worth over a hundred million dollars.

- *McFerren v. AT&T Mobility, LLC*, No. 08-CV-151322 (Fulton Cnty. Super. Ct., Ga.): Lead counsel class action settlement involving 16 related cases against largest wireless service provider in the nation. “No cap” settlement provided virtually full refunds to a nationwide class of

consumers who alleged that unauthorized charges for mobile content were placed on their cell phone bills.

- *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving 27 related cases alleging unauthorized mobile content charges. Case settled for \$36 million.
- *Gray v. Mobile Messenger Americas, Inc.*, No. 08-CV-61089 (S.D. Fla.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Case settled for \$12 million.
- *Parone v. m-Qube, Inc.*, No. 08 CH 15834 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving over 2 dozen cases alleging the imposition of unauthorized mobile content charges. Case settled for \$12.254 million.
- *Williams v. Motricity, Inc.*, No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving 24 cases alleging the imposition of unauthorized mobile content charges. Case settled for \$9 million.
- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action settlement alleging unauthorized mobile content charges. Case settled for \$7.6 million.
- *Gresham v. Cellco Partnership*, No. BC 387729 (L.A. Super. Ct., Cal.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Settlement provided class members with full refunds.
- *Abrams v. Facebook, Inc.*, No. 07-05378 (N.D. Cal.): Lead counsel in injunctive settlement concerning the transmission of allegedly unauthorized mobile content.

Deceptive Marketing

- *Van Tassell v. UMG*, No. 1:10-cv-2675 (N.D. Ill.): Lead counsel in negative option marketing class action. Case settled for \$2.85 million.
- *McK Sales Inc. v. Discover Bank*, No. 10-cv-02964 (N.D. Ill.): Lead counsel in class action alleging deceptive marketing aimed at small businesses. Case settled for \$6 million.
- *Farrell v. OpenTable*, No. 11-cv-01785 (N.D. Cal.): Lead counsel in gift certificate expiration case. Settlement netted class over \$3 million in benefits.

- *Ducharme v. Lexington Law*, No. 10-cv-2763 (N.D. Cal): Lead counsel in CROA class action. Settlement resulted in over \$6 million of benefits to the class.
- *Pulcini v. Bally Total Fitness Corp.*, No. 05 CH 10649 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in four class action lawsuits brought against two health clubs and three debt collection companies. A global settlement provided the class with over \$40 million in benefits, including cash payments, debt relief, and free health club services.
- *Kozubik v. Capital Fitness, Inc.*, 04 CH 627 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in state-wide suit against a leading health club chain, which settled in 2004, providing the over 150,000 class members with between \$11 million and \$14 million in benefits, consisting of cash refunds, full debt relief, and months of free health club membership.
- *Kim v. Riscuity*, No. 06 C 01585 (N.D. Ill.): Co-lead counsel in suit against a debt collection company accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with full debt relief and return of all money collected.
- *Jones v. TrueLogic Financial Corp.*, No. 05 C 5937 (N.D. Ill.): Co-lead counsel in suit against two debt collectors accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with approximately \$2 million in debt relief.
- *Fertelmeyster v. Match.com*, No. 02 CH 11534 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under Illinois consumer protection statutes. The settlement provided the class with a collective award with a face value in excess of \$3 million.
- *Cioe v. Yahoo!, Inc.*, No. 02 CH 21458 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under state consumer protection statutes. The settlement provided the class with a collective award with a face value between \$1.6 million and \$4.8 million.
- *Zurakov v. Register.com*, No. 01-600703 (N.Y. Sup. Ct., N.Y. Cnty.): Co-lead counsel in a class action brought on behalf of an international class of over one million members against Register.com for its allegedly deceptive practices in advertising on “coming soon” pages of newly registered Internet domain names. Settlement required Register.com to fully disclose its practices and provided the class with relief valued in excess of \$17 million.

PRODUCTS LIABILITY CLASS ACTIONS

We have been appointed lead counsel in state and federal products liability class settlements, including a \$30 million settlement resolving the “Thomas the Tank Engine” lead paint recall cases and a \$32 million settlement involving the largest pet food recall in the history of the United States and Canada. Representative settlements include:

- *Barrett v. RC2 Corp.*, No. 07 CH 20924 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement is valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- *In re Pet Food Products Liability Litig.*, No. 07-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.

INSURANCE CLASS ACTIONS

We have prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds. Representative settlements include:

- *Holloway v. J.C. Penney*, No. 97 C 4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. The case settled in or around December 2000, resulting in a multi-million dollar cash award to the class.
- *Ramlow v. Family Health Plan* (Wisc. Cir. Ct., WI): Co-lead counsel in a class action suit challenging defendant’s termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination and eventually settled the case ensuring that each class member would remain insured.

MASS/CLASS TORT CASES

Our attorneys are currently representing student athletes suffering from the long-term effects of concussive and sub-concussive injuries, and have in the past joined teams of lawyers that represented, *inter alia*, a group of public housing residents in a suit based upon contamination related injuries, a group of employees exposed to second-hand smoke on a riverboat casino, and a class of individuals suing a hospital and national association of blood banks for failure to warn of risks related to blood transfusions. Representative cases and settlements include:

- *In re: National Collegiate Athletic Assoc. Student-Athlete Concussion Injury Litig.*, Nos. 13-cv-9116, 16-cv-8727, MDL No. 2492 (N.D. Ill.): Represented lead objector in original MDL proceedings, resulting in the preservation of class members' right to file class personal injury actions and alteration of class settlement from a claims-made deal worth several hundred thousand to a non-reversionary fund worth \$70 million. Presently representing injured NCAA student athletes in newly-created personal injury MDL track.
- *Aaron v. Chicago Housing Authority*, No. 99 L 11738 (Cir. Ct. Cook Cnty., Ill.): Part of team representing a group of public housing residents bringing suit over contamination-related injuries. Case settled on a mass basis for over \$10 million.
- *Januszewski v. Horseshoe Hammond*, No. 2:00CV352JM (N.D. Ind.): Part of team of attorneys in mass suit alleging that defendant riverboat casino caused injuries to its employees arising from exposure to second-hand smoke.

The firm's cases regularly receive attention from local, national, and international media. Our cases and attorneys have been reported in the Chicago Tribune, USA Today, the Wall Street Journal, the New York Times, the LA Times, by the Reuters and UPI news services, and BBC International. Our attorneys have appeared on numerous national television and radio programs, including ABC World News, CNN, Fox News, NPR, and CBS Radio, as well as television and radio programs outside of the United States. We have also been called upon to give congressional testimony and other assistance in hearings involving our cases.

GENERAL COMMERCIAL LITIGATION

Our attorneys have handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to "bet the company" cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations and mediations.

OUR ATTORNEYS

JAY EDELSON is the founder and CEO of EDELSON PC. He has been recognized as one of the nation's leading class action lawyers, especially in the areas of privacy, technology, and consumer advocacy. His notable cases include ones involving the national banks' suspensions of home equity lines of credit in the aftermath of the housing collapse, which resulted in the restoration of billions of dollars of consumer credit lines. He has developed much of the positive law under the Telephone Consumer Protection Act, especially in the area of text message spam, resulting in settlements collectively worth over a hundred millions of dollars and earning him the moniker, "the Spam Slammer." Jay has been recognized as a "pioneer" in the emerging field of electronic privacy, having established key precedent in cases throughout the country and

reaching some of the most important settlements in this space. Based primarily on his success in bringing consumer technology class actions, the national press has dubbed Jay and his firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” The international press has called Jay one of the world’s “profiliersten (most prominent)” privacy class action attorneys.

In addition to complex defense-side litigation, which he handles only in select cases, Jay also offers strategic support to start-ups, including several that have become national brands.

Jay is a frequent speaker and writer on class action issues, the practice of law more generally, and training and law firm management — the latter earning him recognition by the ABA as one of “the most creative minds in the legal industry”. He is an adjunct professor at Chicago-Kent School of Law, where he has taught seminars on class actions and negotiation. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry.

RYAN D. ANDREWS is a Partner at EDELSON PC. He presently leads the firm’s complex case resolution and appellate practice group, which oversees the firm’s class settlements, class notice programs, and briefing on issues of first impression.

Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million dollars in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. cv 11-5935 PSG (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.); *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).

Representative reported decisions include: *Lozano v. Twentieth Century Fox*, 702 F. Supp. 2d 999 (N.D. Ill. 2010), *Satterfield v. Simon & Schuster, Inc.* 569 F.3d 946 (9th Cir. 2009), *Kramer v. Autobytel, Inc.*, 759 F. Supp. 2d 1165 (N.D. Cal. 2010); *In re Jiffy Lube Int’l Text Spam Litig.*, 847 F. Supp. 2d 1253 (S.D. Cal. 2012); *Lee v. Stonebridge Life Ins. Co.*, 289 F.R.D. 292 (N.D. Cal. 2013); and *Kristensen v. Credit Payment Servs.*, 12 F. Supp. 3d 1292 (D. Nev. Mar. 26, 2014).

Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.

Ryan is licensed to practice in Illinois state courts, the United States District Court for the Northern District of Illinois, the U.S. Court of Appeals for the Seventh Circuit, and the U.S.

Court of Appeals for the Ninth Circuit.

RAFEY S. BALABANIAN is the Managing Partner of EDELSON PC. Rafey's practice focuses upon a wide range of complex consumer class action litigation, as well as general business litigation. In the class action context, Rafey has extensive experience both prosecuting and defending class actions.

On the plaintiff's side, Rafey has been appointed lead counsel in numerous class actions, and has achieved landmark settlements involving the telecom industry worth hundreds of millions of dollars, including nationwide settlements in the cases *Pimental, et al. v. Google, Inc.*, No. 11-cv-2585 (N.D. Cal.); *Van Dyke v. Media Breakaway, LLC*, No. 08-cv-22131 (S.D. Fla.); *Williams v. Motricity, Inc., et al.*, No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.); and *Walker v. OpenMarket, Inc., et al.*, No. 08 CH 40592 (Cir. Ct. Cook Cnty., Ill.).

Rafey's plaintiff's class action practice also focuses on consumer privacy issues and some of his most notable accomplishments include nationwide settlements reached with companies such as Netflix (*In re Netflix Privacy Litig.*, No. 11-cv-379 (N.D. Cal.)) and RockYou (*Claridge v. RockYou, Inc.*, No. 09-cv-6030 (N.D. Cal.)). Rafey also led the effort to secure adversarial class certification of what is believed to be the largest privacy class action in the history of U.S. jurisprudence in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.).

On the business side, Rafey has counseled clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases. And, with respect to the defense of class action, Rafey's practice focuses mainly on the defense of corporate clients facing wage and hour lawsuits brought under the Fair Labor Standards Act.

Rafey received his J.D. from the DePaul University College of Law in 2005. While in law school, he received a certificate in international and comparative law. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.

CHRISTOPHER L. DORE is a Partner at EDELSON PC where he focuses his practice on emerging consumer technology issues, with his cases relating to online fraud, deceptive marketing, consumer privacy, negative option membership enrollment, and unsolicited text messaging. Chris is also a member of the firm's Incubation and Startup Development Group wherein he consults with emergent businesses.

Chris has been appointed class counsel in multiple class actions, including one of the largest text-spam settlements under the Telephone Consumer Protection Act, groundbreaking issues in the mobile phone industry and fraudulent marketing, as well as consumer privacy. *See Kramer v. Autobyte, Inc.*, No. 10-cv-02722-CW (N.D. Cal.); *Turner v. Storm8, LLC*, No. 09-cv-05234 (N.D. Cal.); *Standiford v Palm, Inc.*, No. 09-cv-05719-LHK (N.D. Cal.); and *Espinal v. Burger King Corp.*, No. 09-cv-20982 (S.D. Fla.). In addition, Chris has achieved groundbreaking court decisions protecting consumer rights. Representative reported decisions include: *Claridge v.*

RockYou, Inc., 785 F. Supp. 2d 855 (N.D. Cal. 2011); *Kramer v. Autobytel, Inc.*, 759 F. Supp. 2d 1165 (N.D. Cal. 2010); and *Van Tassell v. United Marketing Group, LLC*, 795 F. Supp. 2d 770 (N.D. Ill. 2011). In total, his suits have resulted in hundreds of millions of dollars to consumers.

Outside of consumer class actions, Chris actively advises technology related startups, including providing compliance and marketing guidance, as well as hands-on concept and business development.

Prior to joining EDELSON PC, Chris worked for two large defense firms in the areas of employment and products liability. Chris graduated *magna cum laude* from The John Marshall Law School, where he served as the Executive Lead Articles for the Law Review, as well as a team member for the D.M. Harish International Moot Court Competition in Mumbai, India. Chris has since returned to his alma mater to lecture on current issues in class action litigation and negotiations.

Before entering law school, Chris received his Masters degree in Legal Sociology, graduating *magna cum laude* from the International Institute for the Sociology of Law, located in Onati, Spain. Chris received his B.A. in Legal Sociology from the University of California, Santa Barbara.

ROGER PERLSTADT is a Partner at EDELSON PC, where he concentrates on appellate and complex litigation advocacy. He has briefed and argued appeals and motions in both federal and state appellate courts.

Prior to joining the firm, Roger was a law clerk to United States District Court Judge Elaine E. Bucklo, an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.

Roger has been named a Rising Star by *Illinois Super Lawyer Magazine* four times since 2010.

Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.

EVE-LYNN J. RAPP is a Partner at EDELSON PC, where she focuses her practice on consumer technology class actions, with a particular emphasis on cell phone telephony and Telephone Consumer Protection Act (“TCPA”) cases and “negative option” enrollment consumer fraud cases. She also regularly handles plaintiff’s side employment class actions, including federal Fair Labor Stands Act cases and their state law counterparts. Eve is the hiring partner for the firm’s Chicago office.

Eve has helped lead approximately 20 TCPA class actions, including *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where she secured the largest adversarial TCPA class in this nation’s history. She is also lead counsel in one of the few “Do Not Call” TCPA cases to settle, resulting in a multi-million dollar settlement and affording class members

with as much as \$5,000 individually. Eve has also prosecuted TCPA cases on an individual basis in arbitrations, winning six-figure settlements.

She has led over a half-dozen consumer fraud and “negative option” enrollment cases, against a variety of industries, including e-cigarette sellers, the on-line gaming companies, and electronic and sport products distributors.

Eve is also leading a series of employment class actions involving the cell tower industry, securing a six-figure settlement for the named plaintiff.

In a nationally publicized products liability case, Eve help secure a reversal from the United States Supreme Court, paving the way for hundreds of thousands of people to litigate their claims of deceptive marketing.

In 2015, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.

Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola’s International Law Review and externed as a “711” at both the Cook County State’s Attorney’s Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.

Eve is actively involved with the Chicago Lawyers’ Committee for Civil Rights Under Law, Inc.’s Settlement Assistance Project where she represents a number of pro bono clients for settlement purposes.

BENJAMIN H. RICHMAN is the Managing Partner of the Chicago Office of EDELSON PC. He handles plaintiffs’-side consumer class actions, focusing mainly on technology-related cases, represents corporate defendants in class actions, and handles general commercial litigation matters.

On the plaintiff’s side, Ben has brought industry-changing lawsuits involving the marketing practices of the mobile industry, print and online direct advertisers, and Internet companies. He has successfully prosecuted cases involving privacy claims and the negligent storage of consumer data. His suits have also uncovered complex fraudulent methodologies of Web 2.0 companies, including the use of automated bots to distort the value of consumer goods and services. In total, his suits have resulted in hundreds of millions of dollars to consumers.

On the defense side, Ben has represented large institutional lenders in the defense of employment class actions. He also routinely represents technology companies in a wide variety of both class action defense and general commercial litigation matters.

Ben received his J.D. from The John Marshall Law School, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as

a judicial extern to the Honorable John W. Darrah of the United States District Court for the Northern District of Illinois, in addition to acting as a teaching assistant for Prof. Rogelio Lasso in several torts courses. Ben has since returned to the classroom as a guest-lecturer on issues related to class actions, complex litigation and negotiation. He also lectures incoming law students on the core first year curriculums. Before entering law school, Ben graduated from Colorado State University with a B.S. in Psychology.

Ben is also the director of EDELSON PC's Summer Associate Program.

ARI J. SCHARG is a Partner at EDELSON PC and leads the firm's Privacy and Data Security Litigation Group. He handles technology-related class actions, focusing mainly on cases involving privacy and data security issues, including the illegal collection, storage, and disclosure of personal information and text message spam. Ari has been appointed class counsel by state and federal courts in several nationwide class actions, including *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich. July 27, 2015); *Halaburda v. Bauer Publishing Co.*, No. 12-cv-12831 (E.D. Mich.); *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.); *In re: LinkedIn User Privacy Litigation*, No. 5:12-cv-03088 (N.D. Cal.); *Coffman v. Glide Talk, Ltd.*, No. 14 CH 08513 (Cir. Ct. Cook Cnty, Ill.); *Webb v. Cleverbridge, et al.*, No. 11-cv-4141 (N.D. Ill.); *Ledet v. Ascentive*, No. 11-cv-294 (E.D. Penn.); and *Grant v. Commonwealth Edison Company*, No. 13-cv-8310 (N.D. Ill.), and was appointed sole-lead class counsel in *Loewy v. Live Nation*, No. 11-cv-4872 (N.D. Ill.), where the court praised his work as "impressive" and noted that he "understand[s] what it means to be on a team that's working toward justice." Ari was selected as an Illinois Rising Star (2013, 2014, 2015) by Super Lawyers.

Prior to joining the firm, Ari worked as a litigation associate at a large Chicago firm, where he represented a wide range of clients including Fortune 500 companies and local municipalities. His work included representing the Cook County Sheriff's Office in several civil rights cases and he was part of the litigation team that forced Craigslist to remove its "Adult Services" section from its website.

Ari received his B.A. in Sociology from the University of Michigan – Ann Arbor and graduated magna cum laude from The John Marshall Law School where he served as a Staff Editor for THE JOHN MARSHALL LAW REVIEW and competed nationally in trial competitions. During law school, he also served as a judicial extern to The Honorable Bruce W. Black of the U.S. Bankruptcy Court for the Northern District of Illinois.

COURTNEY BOOTH is an Associate at EDELSON PC where her practice focuses on consumer and tech-related class actions.

Courtney received her J.D., *magna cum laude*, from The John Marshall Law School. While in law school, she was a staff editor of The John Marshall Law Review, a teaching assistant for Legal Writing and Civil Procedure, and a member of the Moot Court Honor Society. Courtney represented John Marshall at the Mercer Legal Ethics and Professionalism Competition where she was a semi-finalist and won Best Respondent's Brief and at the Cardozo/BMI Entertainment and Communications Law Competition where she placed in the top three oralists. Courtney was a 2013 Member of the National Order of Scribes.

Courtney focuses her public service efforts on providing settlement-related assistance to *pro se* plaintiffs. In one of her recent *pro bono* cases, the Court recognized Courtney's efforts and "express[ed] its appreciation" to her, stating that "[t]he work she has done for the plaintiff is of the highest order and the way she has conducted herself in court is to be commended." *See Sroga v. City of Chicago*, No. 12-cv-9288, Dkt. 65 (N.D. Ill. Aug. 6, 2014).

Prior to law school, Courtney attended Saint Louis University where she earned a B.A. in Communication. While there, she was a community relations intern for the St. Louis Blues.

JONATHAN W. HODGE is an Associate at EDELSON PC where his practice focuses on complex consumer class actions.

Prior to joining EDELSON PC, Jonathan handled complex commercial litigation at an Am Law 100 defense firm, where he drove successful outcomes in matters with as much as \$100,000,000 in controversy. Previously, Jonathan served as a consultant for a tech incubator where he helped clients form new business based on patent-protected technologies developed at the University of Michigan. He also served in the accounting department of Nucor Steel-Hertford, where his IT skillsets helped him largely automate the monitoring of the largest cost at a multibillion-dollar division of America's largest steel company.

Jonathan received his J.D. from the University of Michigan Law School. While in law school, Jonathan participated in the Campbell Moot Court and the Frank Murphy Society 1L Oral Advocacy Competition. He was awarded Legal Practice Honors for performing in the top 20% of his first-year legal research and writing classes.

Jonathan graduated *summa cum laude* from Chowan University, earning his B.S. in Business Administration with a double concentration in Information Systems and Accounting.

JAMIE J. R. HOLZ is an Associate at EDELSON PC where his practice focuses on tech and privacy-related class actions.

Jamie received his J.D., *magna cum laude*, from The John Marshall Law School. While attending law school, Jamie participated in The John Marshall Law Review and the Moot Court Honors Council, and was a Board Member for The John Marshall Trial Advocacy and Dispute Resolution Honors Board. Jamie competed nationally on several alternative dispute resolution teams, was the Herzog Moot Court Competition champion and a two-time Triple Crown Alternative Dispute Resolution Competition champion.

Jamie was an extern to the Honorable Arlander Keys in the United States District Court for the Northern District of Illinois and with the Cook County State's Attorney's Office. Jamie completed his time at John Marshall as a David R. Sargis Scholar and walked away with CALI awards in property law and civil procedure.

Prior to law school, Jamie attended Loras College where he earned a B.A. in Creative Writing and English Literature.

LILY HOUGH is an Associate* at EDELSON PC where her practice focuses on consumer privacy-related class actions.

Lily received her J.D., *cum laude*, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).

Prior to law school, Lily attended the University of Notre Dame, where she graduated *magna cum laude* with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.

*July 2016 California Bar results and admission pending

SYDNEY JANZEN is an Associate* at EDELSON PC where her practice focuses on consumer privacy-related class actions.

Sydney received her J.D., *cum laude*, from The John Marshall Law School. While in law school, she was Executive Justice of the Moot Court Honor Society, a staff editor of The John Marshall Law Review, and a teaching assistant for Contracts and Legal Writing and Civil Procedure. Sydney represented John Marshall at the Pepperdine National Entertainment Law Competition where she was a quarter-finalist and won Best Petitioner's Brief. Sydney was a 2016 Member of the National Order of Scribes.

Prior to attending law school, Sydney attended DePaul University where she graduated, *summa cum laude*, with a B.A. in English and French.

*July 2016 Illinois Bar admission pending

NICK LARRY is an Associate at EDELSON PC where his practice focuses on technology and privacy class actions.

Nick has been appointed class counsel in multiple class actions that have resulted in tens of millions of dollars in refunds to consumers, including: *In re LinkedIn User Privacy Litig.*, No. 12-cv-3088 (N.D. Cal.); *Halaburda v. Bauer Publishing Co., LP*, No. 12-cv-12831 (E.D. Mich.); *Dunstan v. comScore*, No. 11-cv-5807 (N.D. Ill.); and *In re Netflix Privacy Litig.*, No. 11-cv-379 (N.D. Cal.).

Nick received his J.D., *cum laude*, from Northwestern University School of Law, where he was a senior editor of the Northwestern University Journal of International Law and Business. His student Comment, which examines the legal issues that may arise from National Hockey League

players' participation in the 2014 Olympic Winter Games, appears in Vol. 32, No. 3A of the Northwestern University Journal of International Law and Business.

Nick attended Michigan State University, where he graduated with a B.A. in General Business Administration/Pre-law and played on the school's rugby team.

J. AARON LAWSON is an Associate at EDELSON PC where his practice focuses on appeals and complex motion practice.

Before coming to EDELSON PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus. While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.

DAVID I. MINDELL is an Associate at EDELSON PC where he helps direct a team of attorneys and engineers in investigating and litigating cases involving complex tech fraud and privacy violations. His team's research has led to lawsuits involving the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, and the Bitcoin industry. On the other side, David also serves as a consultant to a variety of emerging technology companies.

Prior to joining EDELSON PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.

While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cyber-security professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the Internet, intellectual property rights, and privacy issues.

David has spoken to a wide range of audiences about his investigations and practice.

AMIR MISSAGHI is an Associate at EDELSON PC where he focuses on technology and privacy class actions.

Amir received his J.D. from the Chicago-Kent College of Law, where he was a member of the Moot Court Honor Society and a teaching assistant in Property. Before law school, he attended the University of Minnesota, where he received his B.S. and M.S. in Applied Economics. He then began working at a Fortune 50 company as a programmer and data analyst. During that time

Amir started working on his graduate studies in Applied Economics where he focused on analyzing consumer choice in healthcare markets.

STEWART R. POLLOCK is an Associate at EDELSON PC, where his practice focuses on consumer privacy class actions and general litigation. Stewart has experience and success with all aspects of civil litigation, including trial, motion practice, discovery, mediation, hearings appeals, and arbitration.

Stewart graduated with a degree in history and philosophy from the University of Virginia and received his J.D. *cum laude* from the University of California, Hastings College of Law, with a concentration in international law.

Prior to joining EDELSON PC, Stewart served as lead class counsel for a putative class of mobile home park residents who suffered unlawful rent charges. He was also involved in deposing high-level employees of General Motors on behalf of a nationwide class of consumers in a class action concerning defects in over 27 million vehicles. Stewart has also succeeded at trial in defending a client accused of fraud and breach of contract.

Stewart has won numerous awards and honors, including the Witkin Award for Negotiation and Mediation, the Wiley M. Manuel Pro Bono Award, and title of Regional Champion and International Quarterfinalist in the Jessup International Moot Court Competition. He has also published on a wide variety of topics, from patent trolls to refugees' rights to work.

Stewart, an Eagle Scout, also sits on the San Mateo County Trial Lawyers Association Board of Directors.

BEN THOMASSEN is an Associate at EDELSON PC where he focuses on consumer litigation, with an emphasis on privacy and data breach class actions.

Ben's work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, for example, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (appointed class counsel in case against data analytics company, which is estimated to be the largest privacy class action certified on adversarial basis and resulted in \$14MM settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in privacy case brought by class of magazine subscribers against magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.

Ben graduated *magna cum laude* from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He

also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned (a currently unbroken firm record of) seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts.

Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, *summa cum laude*, from St. Mary's College of Maryland.

ALEXANDER G. TIEVSKY is an Associate at EDELSON PC, where he concentrates on complex motion practice and appeals in consumer class action litigation.

He received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.

Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics with general honors from the College of the University of Chicago.

ELIZABETH WINKOWSKI is an Associate at EDELSON PC, where her practice focuses on consumer class actions.

Elizabeth graduated *summa cum laude* from the John Marshall Law School, where she was valedictorian of her law school class. She also holds an M.A. in creative nonfiction writing from Northwestern University and a B.A. in political science from Boston College, where she graduated *magna cum laude*.

Elizabeth previously served as a judicial law clerk to the Honorable Harry D. Leinenweber in the United States District Court for the Northern District of Illinois, and brings to the firm her experience working on a wide variety of civil litigation matters. Elizabeth is a member of the Chicago-Lincoln American Inn of Court, the Federal Bar Association, and the Chicago Bar Association. She also serves as a member of the CBA's Judicial Evaluation Committee.

During law school, Elizabeth served as a teaching assistant for a first-year legal research and writing course, as a member of the editorial board of the John Marshall Review of Intellectual Property Law, and as a federal judicial extern.

Prior to law school, Elizabeth worked as an editor for an educational publisher and taught English in Puerto Natales, Chile.

JACOB WRIGHT is an Associate at EDELSON PC where his practice focuses on consumer and privacy-related class actions.

Jacob graduated with honors from the University of Texas at Austin with a degree in Government and Middle Eastern Studies. He received his J.D. *cum laude* from American University College of Law.

Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.

SHAWN DAVIS is the Director of Digital Forensics at EDELSON PC, where he leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

Prior to joining EDELSON PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.

Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.

Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

Chancery DIVISION

Litigant List

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Case Number: 2016-CH-06603

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Plaintiffs

Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
CLARK RAMONA			0000	
SCHLOSSBERG DYLAN			0000	

Total Plaintiffs: **2**

Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
GANNETT CO INC			0000	

Total Defendants: **1**