

**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' MEMORANDUM IN SUPPORT OF  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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## INTRODUCTION

Plaintiffs Ramona Clark (“Clark”) and Dylan Schlossberg (“Schlossberg”) (together, “Plaintiffs”) brought suit against Defendant Gannett Co., Inc. (“Gannett”) after receiving phone calls advertising one of publishing giant Gannett’s many newspapers. Plaintiffs alleged that these telemarketing calls violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and, believing that their experience was shared by other frustrated consumers, they sued on behalf of a class of similarly situated individuals. Plaintiffs were correct—Gannett, or telemarketing vendors acting on its behalf, placed phone calls to as many as 2.6 million individuals. After over two years of litigation and two mediations with Judge Wayne R. Andersen (Ret.) of JAMS, Plaintiffs were able to settle their claims against Defendants (the “Settlement Agreement” or “Settlement”)<sup>1</sup> and secure truly exceptional relief for those harmed by Gannett’s allegedly unlawful telemarketing.<sup>2</sup> It is that Settlement for which Plaintiffs now seek this Court’s final approval.

Since the Court granted preliminary approval to the Settlement on August 4th, the Settlement Administrator has successfully implemented the Court-approved notice plan, and the deadlines for submitting opt-out requests and objections has passed. Of the more than 2.6 million Settlement Class Members who may have received calls, not a single one has objected to the Settlement, and only 23 (or under 0.000009% of the Settlement Class) have opted out. The complete lack of opposition is notable in this age of an increasingly active and aggressive

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<sup>1</sup> Unless otherwise noted, capitalized terms used in this memorandum take the meaning ascribed to them in the parties’ Settlement Agreement, which is attached as Exhibit 1.

<sup>2</sup> As explained in Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval and in the Settlement Agreement, this case originally was filed in federal court in New Jersey, and subsequently re-filed in this Court in light of the then-pending appeal in *Spokeo, Inc. v. Robins*, No. 13-1339 (U.S.), which the Parties believed might affect the federal court’s power to hear this action and disrupt the settlement process. (See Ex. 1 ¶¶ K-L.)

“professional objector” bar that seeks out and objects to class action settlements, if they can find any reason to. That no objections have been lodged against the Settlement speaks volumes as to its fairness and adequacy.

Ultimately, that there has been no opposition to the Settlement shouldn’t come as a surprise because it stands out among the many TCPA settlements approved by courts both in Cook County and across the nation. Gannett has agreed to establish a **\$13.8 million, non-reversionary** Settlement Fund which, after expenses and fees are deducted, is expected to yield a payment of approximately \$175 to each Settlement Class Member who submits an Approved Claim. As Plaintiffs noted in their motion seeking preliminary approval and petition for attorneys’ fees, this relief is a **seven-fold increase** from the \$25 or so typically obtained in TCPA cases where, like here, the plaintiffs have some sort of preexisting relationship with the entity responsible for effectuating the calls. What’s more, Gannett has agreed to institute various training and compliance procedures to ensure it adheres to the requirements of the TCPA in the future.<sup>3</sup>

Further militating in support of approval, it’s important to point out that the Settlement was achieved in the face of serious potential legal challenges, which otherwise would have required Class Members to engage in contentious and protracted litigation that threatened to deprive them of relief altogether. By way of example, and as a threshold matter, whether Schlossberg had the requisite standing to bring his claim in federal court (where the case originally was filed) presented an ongoing issue that was only recently decided by the United

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<sup>3</sup> Further, the Settlement is identical in structure to one recently given final approval by a judge in this county. *See Willis v. iHeartMedia, Inc.*, 2016 CH 2455 (order of Aug. 11, 2016) (Atkins, J.). The principal difference between the two settlements is that the Settlement Fund created here is considerably larger (\$13.8 million as opposed to \$8.5 million).

States Supreme Court. Given the continued (albeit incorrect) arguments by some defendants in federal courts that the Supreme Court’s decision in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016), removes standing for statutory violations, Plaintiffs and the Class Members faced the risk of having their claims cut short in federal court. Gannett also strongly disputes that the calls were placed by what the TCPA refers to as an automatic telephone dialing system (“ATDS”), that Gannett is vicariously liable for the actions of its telemarketers, and that the calls were placed without the requisite consent. Although Plaintiffs and Class Counsel remain convinced of the strength of their case, any one of these defenses could have brought an end to the case, with the Class Members recovering nothing. Fortunately for Plaintiffs and the Class Members, with the Settlement—the terms of which far exceed almost every other TCPA settlement—they need not face that possibility.

All told, Plaintiffs submit that the instant Settlement is fair, reasonable, and adequate under the circumstances and respectfully move this Court to grant the Settlement its final approval.

### **BACKGROUND**

A brief summary of the underlying facts and law are provided below to give context for Plaintiffs’ argument and highlight the significant result achieved for the Settlement Class.

#### **I. NATURE OF THE LITIGATION**

##### **A. The Underlying Claims.**

Gannett is a well-known newspaper publisher with a variety of well-known publications. (See Plaintiffs’ Cook County Class Action Complaint and Demand for Jury Trial [attached as Exhibit 2], ¶ 1.) Gannett is probably most well-known for its flagship publication *USA Today*, but it also publishes a number of regional dailies, including *The Journal News*, the daily to which

Schlossberg subscribed, but later cancelled. In order to boost (and maintain) its subscriber base, Gannett regularly makes—or contracts with third parties to make—thousands of telephone calls promoting its many publications. (*Id.* ¶ 11.) One common mark for Gannett’s callers is former subscribers to its newspapers. (*Id.* ¶ 14.) For instance, Plaintiff Schlossberg was at one time a customer of Gannett but decided not to renew his subscription. (*Id.* ¶ 20.) Yet after terminating his subscription, Schlossberg received numerous phone calls to his cellular telephone between October and December 2013, despite the fact that he never provided the requisite consent and repeatedly requested that the calls cease. (*Id.* ¶¶ 20-22.)

Fed up, Schlossberg sued Gannett in New Jersey federal court for Gannett’s violation of the TCPA.<sup>4</sup> Schlossberg alleged that the phone calls—made, he said, to consumers’ cell phones using an automated telephone dialing system and without their prior express consent—were unlawful under 47 U.S.C. § 227(b)(1)(A)(iii), and that Gannett was vicariously liable for the calls even though they were physically placed by Marketing Plus Inc. (“MPI”) and other third party entities. (*See* Ex. 3, Fed. Dkt. 1 at ¶¶ 50-55.) Ramona Clark, originally an absent member of the putative class living in Chicago, later joined the case as a proposed class representative. (Ex. 2.)

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<sup>4</sup> As previously noted, Plaintiff Schlossberg originally filed suit in the United States District Court for the District of New Jersey, with another plaintiff, Richard Casagrand, *see Casagrand v. Gannett Co., Inc.*, No. 14-cv-00022 (D.N.J.) (the “New Jersey Action”), but later dismissed and re-filed the matter in the Circuit Court of Cook County, Illinois (where Plaintiff Clark resides and Class Counsel is based) in light of the then-pending *Spokeo* decision. (*See* Settlement Agreement ¶¶ A, K-L; *see also* Docket Report from the New Jersey Action (the “Fed Dkt.,” attached hereto as Exhibit 3.) Mr. Casagrand has since elected to pursue his case individually.

## **B. The TCPA.**

“Congress enacted the TCPA to address telemarketing abuses attributable to the use of automated telephone calls to devices including telephones, cellular telephones, and fax machines.” *See Standard Mut. Ins. Co. v. Lay*, 989 N.E.2d 591, 598 (Ill. 2013). To that end, the statute prohibits placing of calls using an “automatic telephone dialing system,” or “ATDS,” unless the calls are placed with the “prior express consent” of the called party or for emergency purposes. 47 U.S.C. § 227(b)(1)(A). Whether a called party has given their “prior express consent” to be called is an affirmative defense, so the burden of pleading and proving consent falls to the defendant. *See Charvat v. Allstate Corp.*, 29 F. Supp. 3d 1147, 1149 (N.D. Ill. 2014); *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 23 F.C.C. Rcd. 559, 564-65 (2008). Congress charged the Federal Communications Commission (“FCC”) with implementing the TCPA, 47 U.S.C. § 227(b)(2), and the FCC has ruled that common-law principles of vicarious liability apply to § 227(b). *See In the Matter of the Joint Petition Filed by Dish Network, LLC, the United States of Am., & the States of California, Illinois, N. Carolina, & Ohio for Declaratory Ruling Concerning the Tel. Consumer Prot. Act (TCPA) Rules*, 28 F.C.C. Rcd. 6574, 6586-89 (2013). In other words, a seller can be liable for calls placed on its behalf under principles of actual authority, apparent authority, or ratification. *Id.* at 6586-87. The TCPA sets statutory damages at \$500 per violation (which may be trebled if the conduct is found to be willful and knowing) and provides for injunctive relief to ensure that no future violations occur. *See* 47 U.S.C. § 227(b)(3)(A)-(C).

## **C. Procedural History.**

As discussed above, Schlossberg first sued Gannett—along with another defendant, MPI—in the United States District Court for the District of New Jersey. (*See* Ex. 3.) MPI is one

of the entities that physically placed calls advertising Gannett's newspaper subscriptions, and Schlossberg alleged that Gannett was ultimately liable for its conduct. (*Id.* ¶¶ 51-55.) Shortly after the suit commenced, the Parties—assisted by a magistrate judge—agreed to a discovery schedule. At the same time (even while they were vigorously contesting the merits of Schlossberg's claims), the Parties began exploring the prospect of settling their dispute. (*See* Declaration of Eve-Lynn J. Rapp ¶ 4, attached as Exhibit 4.)

While discussing the potential for resolution, the Parties exchanged preliminary discovery covering such matters as the number of calls placed by or on behalf of Gannett, the manner in which Plaintiffs' telephone numbers were obtained, contracts between Gannett and the third party entities making telephone calls on its behalf, and the equipment used to place the subject phone calls. (*Id.* ¶ 5.) Yet this new information did not help advance the ongoing settlement discussions, as the Parties disagreed significantly about the value of the case and the appropriate settlement structure. (*Id.* ¶ 6.) Despite these disagreements, both sides saw value in attempting to mediate the case and, about a year after the case was filed, agreed to a formal mediation session with the Honorable Layn Phillips, a retired federal judge. (*Id.* ¶ 7.)

The Parties ultimately determined that additional information would be necessary for any productive attempt at resolution. (*Id.*) As a result, and due to scheduling conflicts with Judge Phillips, in October 2015 the Parties rescheduled their mediation with the Honorable Wayne Andersen, another retired and well-respected former Cook County and federal judge. (*Id.*) In advance of that mediation, Plaintiffs provided Gannett and Judge Andersen with comprehensive briefing on the merits and a proposed resolution, which outlined the strengths of Plaintiffs' case, the information obtained to date, and Plaintiffs' views on how any settlement would need to be structured. (*Id.* ¶ 8.) In response, Gannett informed Plaintiffs that it needed additional time to

review Plaintiffs' positions and obtain even more information that it believed was relevant to the Parties' settlement efforts. (*Id.*) Following the submission of these detailed briefs and the informal exchange of information, the Parties finally sat down to mediate with Judge Andersen in February 2016. (*Id.* ¶ 9.)

Despite their efforts, that mediation failed to produce an agreement. (*Id.* ¶ 10.) Nevertheless, the Parties did agree to revisit the issue after exchanging further discovery and other information relevant to their negotiations. (*Id.*) Additionally, and in hopes of resuming the negotiations, Class Counsel served a policy demand letter on Gannett's primary and two umbrella insurers. (*Id.*) Two months later, and after many back and forth communications, the Parties participated in what would be their final, day-long mediation session, again with Judge Andersen. (*Id.* ¶ 11.) However, an agreement in principle was not reached until *after* the mediation, and even though Judge Andersen made a mediator's proposal. (*Id.*) Indeed, it was not until Class Counsel provided a counterproposal followed by continued discussions after the mediation that the Parties were able to agree on the principal terms of a class-wide deal. (*Id.*) And, even then, reducing that agreement to specific terms—and designing an appropriate notice plan—took many months. (*Id.*)

One particular sticking point was deciding the appropriate jurisdiction in which to effectuate the Settlement. (*Id.* ¶ 12) At the time the Parties reached their agreement, the appeal in *Spokeo, Inc. v. Robins*, 13-1339 (U.S.), was pending before the Supreme Court. (*Id.*) Both Parties recognized that *Spokeo* threatened to deprive the federal court of jurisdiction over Plaintiffs' claims, potentially wasting hundreds of thousands of dollars in settlement administration expenses. (*Id.*) Because *Spokeo* would have no effect on litigation in this forum, *see Lebron v. Gottlieb Memorial Hosp.*, 930 N.E.2d 895, 917 n.4 (Ill. 2010)

(noting that Illinois courts are “not required to follow federal law on issues of standing”), the Parties determined that this Court was the appropriate venue in which to effectuate the settlement. (*Id.* ¶ 13.) As such, Schlossberg—now along with Clark—re-filed the class action complaint in this Court on May 15, 2016 (as it happens, the day before the Supreme Court decided *Spokeo*). (*Id.*) This Court gave its preliminary approval to the Settlement on August 4, 2016, concluding that there was “good cause to believe that the settlement was fair, reasonable, and adequate,” and that the notice plan complied with due process. The Court also certified the Settlement Class for settlement purposes, concluding that the proposed class met all the requirements of 735 ILCS 5/2-801. Since that time the Parties have effectuated the Court-ordered notice plan.

## **II. TERMS OF THE SETTLEMENT**

The terms of the Settlement—which this Court preliminarily approved on August 4, 2016—are set forth in full in the Settlement Agreement. (*See* Ex. 1.) For the Court’s convenience, the terms are summarized below.

### **A. Class Definition**

The Settlement Class includes “all Persons in the United States or its territories or possessions to whom Gannett or anyone acting on its 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 an ATDS or an artificial or prerecorded voice without prior express consent of the called party from January 2, 2010 to the date of Preliminary Approval. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over [this] Action or the New Jersey Action and members of their families; (2) Plaintiffs’ [c]ounsel and members of their families; (3) Gannett, Gannett’s subsidiaries, parent companies, successors, predecessors, and 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 to the date of Preliminary Approval; (4) MPI, MPI's subsidiaries, parent companies, successors, predecessors, and 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 to the date of Preliminary Approval; (5) Persons who properly execute and file a timely request for exclusion from the [c]lass; and (6) the legal representatives, successors or assigns of any such excluded Persons.” (Ex. 1 ¶ 1.27.)

**B. Settlement Fund**

Defendant has established a non-reversionary cash Settlement Fund of \$13,800,000. (*Id.* ¶ 1.29.) The Settlement Fund will be used to pay (1) Settlement Class Member claims, (2) Settlement Administration Expenses, (3) an incentive award to Plaintiffs Clark and Schlossberg, and (4) attorneys' fees and costs to Class Counsel. (*Id.*)

**C. Monetary Relief**

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, an incentive award to the Class Representatives, and attorneys' fees to Class Counsel. (*Id.* ¶ 2.1(b).) As noted above, these *pro rata* payments are expected to be approximately \$175.

**D. Prospective Relief**

The Settlement requires Gannett to provide TCPA compliance training to all of its telemarketing managers. (*Id.* ¶ 2.2.) In addition, within a one (1) year period, Gannett has agreed

to perform a review of its TCPA compliance procedures and those of any vendor that conducts telemarketing on Gannett's behalf to ensure proper implementation. (*Id.*)

**E. Additional Relief**

Gannett has also agreed to the following additional relief:

*i. Administrative Expenses:* Gannett has paid and will continue to pay from the Settlement Fund all expenses incurred by the Settlement Administrator in the course of administering the Settlement, including providing notice to the Settlement Class, processing Claim Forms, mailing checks for Approved Claims, and other related expenses. (*Id.* ¶ 1.25.)

*ii. Payment of Attorneys' Fees, Costs, and Incentive Award to Class*

**Representatives:** As detailed in a separate motion to the Court, Gannett agrees that Class Counsel are entitled to an award of reasonable attorneys' fees and expenses associated with this litigation to be paid from the Settlement Fund in an amount to be determined by the Court. (*Id.* ¶ 8.2.) Class Counsel have agreed to and did limit their request for fees and costs to 39% of the Settlement Fund. (*Id.*) Furthermore, in recognition of Plaintiffs' efforts on behalf of the Settlement Class, Gannett agrees that Plaintiffs are entitled to an incentive award, which was separately petitioned for by Plaintiffs. (*Id.* ¶ 8.1.)

**F. Release of Liability**

In exchange for the relief described above, Gannett, its related entities, and affiliated persons, as well as its independent contractors such as MPI, will be fully released from liability for all claims related to automated telemarketing calls made by or on behalf of Gannett to consumers' cellular telephones. (*Id.* ¶¶ 1.22, 3.2.)

## ARGUMENT

### **I. THE NOTICE PLAN HAS BEEN EXCEEDINGLY EFFECTIVE**

After determining that a lawsuit may proceed on a class-wide basis, through settlement or otherwise, a court may order such notice as it deems necessary to protect the interests of the class. 735 ILCS 5/2-803. “Whether notice is to be given at all and the kind of notice which may be required are matters for the trial court’s discretion.” *Carrao v. Health Care Serv. Corp.*, 454 N.E.2d 781, 791 (Ill. App. Ct. 1983). The Court’s discretion is generally subject only to the limits of due process, which “requires that . . . members of the plaintiff class have an opportunity to be heard and to participate in the litigation, an opportunity to ‘opt out’ of the litigation, and adequate representation of absent class members’ interests.” *Sec. Pac. Fin. Servs. v. Jefferson*, 632 N.E.2d 299, 304 (Ill. App. Ct. 1994). Generally, “[t]he question of what notice must be given to absent class members to satisfy due process necessarily depends upon the circumstances of the individual action.” *Miner v. Gillette Co.*, 428 N.E.2d 478, 482 (Ill. 1981).

Here, the Court approved the notice plan set forth in the Settlement Agreement, which called for direct notice to nearly all 2.6 million individuals who may have received the calls at issue in this case. To facilitate the execution of the notice plan, Gannett provided Kurtzman Carson Consultants (“KCC”), the Court-approved Settlement Administrator, a list of cell phone numbers, email addresses, and U.S. mailing addresses (to the extent available) for every reasonably identifiable member of the Settlement Class. (*See* Declaration of Kathleen Wyatt at ¶ 2, a copy of which is attached hereto as Exhibit 5.) Direct notice was then made in two waves. (*Id.* at ¶¶ 6-7.) First, the Settlement Administrator sent a notice to each email address on file. (*Id.* at ¶ 6.) The notice consisted of basic information—in plain English, not legalese—about the Settlement and how Settlement Class Members could file claims and directed the recipient to the

Settlement Website for more detailed information, including all relevant court documents. (*Id.* at ¶ 3.) Direct notice by email reached approximately 43% of the Settlement Class. (*Id.* at ¶ 6.)

Second, the Settlement Administrator sent a postcard by U.S. Mail to every address on file for a Settlement Class Member who had not been reached by email (including those for whom an attempted email was returned as undeliverable). (*Id.* at ¶ 7.) If a postcard was returned as undeliverable, the Settlement Administrator attempted to update the address through a skip trace vendor and resend. Direct notice by U.S. mail has reached approximately 54% of the Settlement Class. (*Id.* at ¶ 7.) Much like the email notice, the postcard that was sent to Class Members outlines—in plain English—basic information about the Settlement and how Settlement Class Members could file claims and directed the recipient to the Settlement Website for more detailed information. (*Id.* at ¶ 3, 7.)

The Settlement Website included information regarding the Class Members' specific rights under the Settlement (including the right to object or to exclude themselves from the Settlement), access to the full Settlement Agreement and other important court documents, the ability to file a claim, and telephone numbers the Class Members could call for more information. (*Id.* at ¶ 3.)

KCC also established a toll-free telephone line, enabling Class Members to connect with the Settlement Administrator, request a claim form, and obtain additional information about the Settlement. Class Counsel's number was also listed on the notice documents, including the Settlement Website, as an additional toll-free resource. (*Id.* at ¶ 4.)

Ultimately, notice of the Settlement was disseminated according to the terms of the Settlement Agreement and this Court's August 4, 2016, Preliminary Approval Order. All told, KCC was able to send direct notice to over 99% of the Settlement Class. (*Id.* at ¶ 8.) Because

direct notice was sent to all Class Members whose email or home addresses could readily be determined, notice here complied with due process. *See Miner*, 428 N.E.2d at 482; *see also* Federal Judicial Center, *Judges’ Class Action Notice & Claims Process Checklist & Plain Language Guide*, 3 (2010) (concluding that a notice plan that reaches at least 70% of the class is reasonable).

As such, and in accordance with what this Court found at preliminary approval, the Parties’ multi-part notice plan proved sufficient to appropriately notify the Class Members of the Settlement and their rights and to satisfy due process.

## II. THE SETTLEMENT WARRANTS FINAL APPROVAL

Following preliminary approval—where the Court determined that there was good cause to believe that the Settlement was fair, reasonable, and adequate, thus falling “within the range of possible approval”—the final step for approval of a class action settlement is a final fairness hearing. Alba Conte & Herbert Newberg, *Newberg on Class Actions*, § 11.25 (4th ed. 2002). Final approval should be given “if the settlement offer is fair, reasonable, and adequate.” *People ex rel. Wilcox v. Equity Funding Life Ins. Co.*, 335 N.E.2d 448, 456 (Ill. 1975). The Supreme Court has instructed that a settlement-approval hearing is not a trial, as that would undermine the entire purpose of settlement: “to avoid a determination of sharply contested issues and to dispense [with] . . . expensive and wasteful litigation.” *Id.*

Although the determination of whether a settlement is fair, reasonable, and adequate is made on a case-by-case basis, Illinois courts consistently apply an eight-factor evaluation. *See City of Chicago v. Korshak*, 565 N.E.2d 68, 70 (Ill. App. Ct. 1990). These factors (the “Korshak factors”) are: (1) the strength of the case compared to the relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length, and expense of further litigation;

(4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of class members to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *Id.*

Here, each *Korshak* factor demonstrates that the Settlement is exceptionally fair, reasonable, and adequate. Accordingly, the Court can grant final approval without hesitation.

**A. The strength of Plaintiffs’ case, compared with the relief afforded under the Settlement, supports granting final approval.**

As Illinois courts have made clear, the strength of the plaintiff’s case on the merits, balanced against the relief obtained under the settlement, “is the most important factor in determining whether a settlement should be approved.” *Steinberg v. Sys. Software Assocs., Inc.*, 713 N.E.2d 709, 717 (Ill. App. Ct. 1999). Though Plaintiffs are confident both that they could obtain class certification and prevail on the merits should the Parties continue to litigate this case, they acknowledge that—absent the Settlement—Gannett had a number of colorable defenses. The law on many of these defenses is unsettled, leaving open the possibility that the Class Members could be denied any relief whatsoever. As discussed below, when these risks are compared with the exceptional relief afforded under the Settlement, this factor weighs heavily in favor of final approval.

***i. Plaintiffs faced considerable obstacles to relief.***

As noted above, Gannett signaled its intention to raise a number of defenses to Plaintiffs’ claims. Each presents unique problems, and litigation on any could have significantly delayed relief to the class or barred recovery altogether.

First and foremost was the issue of Plaintiffs’ standing to sue in federal court. Were the New Jersey federal court to determine that Plaintiffs lacked standing, the court would have been required to dismiss the case. *See In re Schering Plough Corp. Intron/Temodar Consumer Class*

*Action*, 678 F.3d 235, 243 (3d Cir. 2012). The law on this issue was thrown into flux by the aforementioned decision in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016). In the wake of *Spokeo*, lower federal courts are divided over whether and when a plaintiff has standing to bring a TCPA claim in federal court. Compare *Aranda v. Carribbean Cruise Line, Inc.*, 2016 WL 4439935, at \*6 (N.D. Ill. Aug. 23, 2016); *Ung v. Universal Acceptance Corp.*, 2016 WL 4132244, at \*3 (D. Minn. Aug. 3, 2016); *Caudill v. Wells Fargo Home Mortg., Inc.*, 2016 WL 3820195, at \*2 (E.D. Ky. July 11, 2016) (all concluding that a plaintiff had standing to bring a TCPA claim), with *Smith v. Altima Medical Equipment, Inc.*, 2016 WL 4618780, at \*5 (C.D. Cal. July 29, 2016); *Romero v. Dep't Stores Nat'l Bank*, 2016 WL 4184099, at \*6 (S.D. Cal. Aug. 5, 2016); *Sartin v. EKF Diagnostics, Inc.*, 2016 WL 3598297, at \*4 (E.D. La. July 5, 2016) (all concluding that plaintiffs lacked standing to bring a TCPA claim). While, as previously discussed, a dismissal on these grounds would not have prevented litigation of Plaintiffs' claims before this Court, such a dismissal would have forced the Parties to start from square one, wasting valuable time and money. Moreover, in addition to the preliminary standing arguments, some defense counsel have also wielded the *Spokeo* decision as a sword to defeat class certification. See, e.g., *Brodsky v. Humanadental Ins. Co.*, 2016 WL 5476233, at \*11 (N.D. Ill. Sept. 29, 2016) (rejecting the defendant's argument that individual inquiries necessitated by *Spokeo* made individual questions predominate over common ones); *Aranda*, 2016 WL 4439935, at \*6-\*7 (same). Considering the further uncertainty that *Spokeo* may have added to the already uncertain enterprise of arguing class certification, there can be no question that a settlement best protects the interests of class members. See, e.g., *Zink v. First Niagara Bank, N.A.*, 2016 WL 3950957, at \*6 (W.D.N.Y. July 1, 2016) (considering the existence of potential Article III standing issues as a basis for preliminary approving the settlement); *Rinky Dink, Inc. v. World*

*Business Lenders, LLC*, 2016 WL 3087073, at \*2 (W.D. Wash. May 31, 2016); *Syed v. M-I, LLC*, 2016 WL 310135, at \*7 (E.D. Cal. Jan. 26, 2016).

Second, from the outset, Gannett contested whether its dialing equipment has the capacity to constitute an ATDS, as that term is used in the TCPA. At present, this issue is controlled by an FCC order published in 2015, which sets forth criteria for determining whether dialing equipment is prohibited by the TCPA. *See In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 30 F.C.C. Rcd. 7961, 7975-78 (2015) (the “FCC’s 2015 Order”). In general, the FCC defines an “automated telephone dialing system” as equipment that has the capacity to store numbers using a random or sequential number generator and call them without human intervention. *Id.* To this end, while Plaintiffs firmly believe that the dialing equipment used by Gannett and its telemarketers is an ATDS under this rubric, Gannett at all times endeavored to argue the opposite, which would have presented a number of distinct challenges. As a threshold matter, there is the issue of what weight to give the FCC’s definition. Some courts hold that the FCC’s orders are binding. *See, e.g., Nack v. Walburg*, 715 F.3d 680, 685-86 (8th Cir. 2013); *CE Design, Ltd. v. Prism Bus. Media, Inc.*, 606 F.3d 443, 448 (7th Cir. 2010). Others have afforded the FCC a lower level of deference. *See, e.g., Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 954 (9th Cir. 2009). Plaintiffs firmly believe that FCC orders are binding in traditional civil litigation. Nevertheless, the Third Circuit, whose decisional law would have governed this action in the New Jersey Action, has signaled a willingness *not* to defer to the FCC’s interpretations of the TCPA. *See Gager v. Dell Fin. Servs., LLC*, 727 F.3d 265, 271 n.5 (3d Cir. 2013) (suggesting that “deference [to an FCC ruling] appears to be inappropriate here”). Moreover, no decision in Illinois—published or unpublished—establishes the appropriate level of deference that should be given an FCC order interpreting the TCPA. As a



result, were the Court to disregard the FCC’s guidance, the Parties essentially would be litigating on a blank slate. As courts have recognized, litigating issues of first impression presents a significant risk for a class. *See, e.g., In re Google Referrer Header Privacy Litig.*, 87 F. Supp. 3d 1122, 1131 (N.D. Cal. 2015); *Pichler v. UNITE*, 775 F. Supp. 2d 754, 759 (E.D. Pa. 2011).

Moreover, the FCC’s definition of an ATDS is presently subject to a challenge in the D.C. Court of Appeals. *See ACA, Int’l v. FCC*, No. 15-1211 (D.C. Cir.). Should the *ACA* court determine that the FCC erred in defining “ATDS”—a position the petitioner stressed during the recent oral argument hearings—it will likely vacate the ruling and remand it to the FCC to reconsider the FCC’s 2015 order. In that event, the Class Members would be forced to relitigate the issue of whether Gannett’s telemarketers used an ATDS. And, even if the FCC’s 2015 Order governs, challenges remain: the order explicitly says that determining whether a piece of equipment is an ATDS is “a case-by-case determination,” *In re Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 30 F.C.C. Rcd. at 7975, which could lead to lengthy and contentious litigation and ultimately raise for the Class Members the prospect of no recovery at all.

Third, Gannett has specifically announced its intention to challenge its liability for calls placed by the telemarketers it hires to conduct its calling campaigns, which could have likewise presented a significant issue. As discussed above, the FCC has ruled that defendants may be held liable for violating the TCPA under “traditional agency principles.” *In re DISH Network*, 28 F.C.C. Rcd. at 6585-87. However, the Third Circuit has not commented in a published opinion on how these principles might play out in the TCPA context. Moreover, in cases across the country, some defendants have successfully argued that they are not liable for the actions of their agents that violate the TCPA. *See Bridgeview Health Care Ctr. v. Clark*, 816 F.3d 935, 938 (7th

Cir. 2016); *Kristensen v. Credit Payment Servs., Inc.*, 2015 WL 4477425, at \*3-\*7 (D. Nev. July 20, 2015); *Simmons v. Charter Commcn's, Inc.*, 2016 WL 1257815 (D. Conn. Mar. 30, 2016).

All things considered, litigating this issue may have been particularly risky here.

Finally, it is certainly possible that a class may not have been certified were certification aggressively contested. That is, while Class Counsel remains confident that the Settlement Class is appropriate for certification, they nonetheless acknowledge the various instances when certification has been denied on TCPA claims, particularly in cases where the defendant pledged to contest whether class members had consented to receiving phone calls, as Gannett did in this case. *See Jamison v. First Credit Servs., Inc.*, 290 F.R.D. 92, 106-107 (N.D. Ill. 2013) (collecting cases). And, while there is no evidence that either Clark or Schlossberg consented to receiving autodialed telemarketing calls from Gannett, the presence of individualized issues of consent has defeated class certification before. *See, e.g., Gene and Gene LLC v. BioPay LLC*, 541 F.3d 318 (5th Cir. 2008); *Blair v. CBE Grp., Inc.*, 309 F.R.D. 621, 628 (S.D. Cal. 2015). Thus, if the Parties were to litigate the issue of class certification, recovery might be delayed by significant motion practice and an appeal on this issue as well.

***ii. The relief provided by the Settlement is extraordinary.***

Given the number of potential roadblocks to recovery, the relief provided by the instant Settlement is particularly noteworthy. Based on the current rate of claims, Class Counsel estimate that Settlement Class Members who submit an Approved Claim Form will receive approximately \$175. (*See* Rapp Declaration at ¶ 17.) Such relief greatly exceeds the amounts awarded in many other “direct relationship” TCPA settlements—*i.e.* cases in which the plaintiff and defendant have a preexisting relationship and the plaintiff has voluntarily provided the defendant his or her phone number. Because of this relationship, claims in these types of cases

are vulnerable to a prior express consent defense, and, accordingly, recovery in these settlements is markedly lower—typically around \$25 in cash or coupons to at most \$100. *See, e.g., In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781, 787 (N.D. Ill. 2015) (providing \$34.60 per claiming class member); *Kazemi v. Payless Shoesource, Inc.*, No. 09-05142, Dkt. 94 (N.D. Cal. 2012) (providing for a \$25 voucher to each claiming class member); *In re Jiffy Lube Int’l, Inc. Text Spam Litig.*, No. 11-2261, Dkt. 97 (S.D. Cal. 2013) (providing for a \$20 voucher to each claiming class member, which could be redeemed for \$15 cash after nine months); *Wojcik v. Buffalo Bills, Inc.*, No. 12-2414, Dkt. 73 (M.D. Fla. Apr. 17, 2014) (providing for \$57, \$65, or \$75 gift cards redeemable only at defendant’s stores); *Kolinek v. Walgreen Co.*, No. 13-4806 (N.D. Ill. 2015) (providing approximately \$30 to each claiming class member); *Woodman v. ADP Dealer Servs.*, No. 2013 CH 10169 (Cir. Ct. Cook Cnty., Ill. Nov. 4, 2013) (providing for a cash payment of \$15 to each class member who submitted a simple claim form or \$100 to class members who provide additional proof of receipt of text messages).

Notably, the estimated relief under this Settlement is nearly **seven times** the relief afforded by the typical settlement in comparable cases in this posture and even exceeds that of the recently approved Cook County settlement it was modeled after, *Willis v. iHeartMedia, Inc.*, No. 2016 CH 2455 (Cir. Ct. Cook Cnty., Ill. Aug. 11, 2016), where claiming class members ultimately received \$150 per valid claim. And, that’s despite the fact that, as a legal matter, the claims in this case are arguably weaker than those asserted in *IHeart* (inasmuch as the class members in *IHeart* had no “direct relationship” with the defendant). Here, the anticipated per Class Member payment is actually consistent with the higher payments associated with “pure spam” cases where a consent defense simply isn’t available. *See, e.g., Kramer v. Autobytel, Inc.*, No. 10-2722, Dkt. 148 (N.D. Cal. Jan. 27, 2012) (providing for a cash payment of \$100);

*Weinstein v. The Timberland Co., et al.*, No. 06-00484, Dkt. 93 (N.D. Ill. Dec. 18, 2008) (providing for a cash payment of \$150); *Satterfield v. Simon & Schuster, Inc., et al.*, No. 06-2893, Dkt. 132 (N.D. Cal. Aug. 6, 2010) (providing for a cash payment of \$175); *Lozano v. Twentieth Century Fox Film Corp.*, No. 09-6344, Dkt. 65 (N.D. Ill. Apr. 15, 2011) (providing for a cash payment of \$200). In short, this Settlement stands head-and-shoulders above the rest.<sup>5</sup>

Finally, the Settlement includes significant prospective relief that requires Gannett to provide arguably 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. Such training and review will ensure that Gannett's TCPA violations do not continue in the future and add significant value to the overall relief afforded to the Class Members.

All told, the Settlement provides Class Members with extraordinary relief, despite the significant obstacles that Plaintiffs and the Class faced in the litigation. The first *Korshak* factor is satisfied.

**B. Defendant has the ability to satisfy its obligations under the Settlement Agreement.**

The Defendant has already made its initial deposit into the Settlement Fund (Wyatt Decl. ¶ 9) and is financially able to make the second and final payment should the Court grant final approval. This factor, therefore, does not weigh for or against final approval.

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<sup>5</sup> Moreover, the Settlement Fund will be used exclusively to benefit Settlement Class Members. That is, with the caveat that the residual amount of any uncashed checks will revert to the Illinois Bar Foundation, *see* 735 ILCS 5/2-807, any remaining funds (after Settlement Administration Expenses, the Incentive Award, and the Fee Award are deducted) will be disbursed to claiming Class Members.

**C. The Settlement is reasonable in light of the complexity, length and expense of further litigation.**

The Court next considers whether the “complexity, length and expense of further litigation” supports a finding that Settlement is preferable in this case. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 603 N.E.2d 767, 775 (Ill. App. Ct. 1992). Settlement is strongly preferred over continued litigation, trial, and appeals, during which settlement benefits “would remain in limbo.” *Korshak*, 565 N.E.2d at 71. “The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005) (internal quotations omitted). Indeed, where additional costs and delay will be incurred absent a settlement, “it [is] proper to take the bird in the hand instead of a prospective flock in the bush.” *Id.*; see also *Goldsmith v. Tech. Solutions Co.*, 1995 WL 17009594, at \*4 (N.D. Ill. Oct. 10, 1995) (“As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later.”). This principle is particularly applicable here.

As explained above, absent the Settlement, the Parties were likely to litigate a number of complex legal issues. The issue of standing to sue in light of *Spokeo* is one that, as explained above, has already divided the lower federal courts, and motion practice on this issue was likely to be particularly complex.

Similarly, the issue of whether the dialing equipment used by Gannett and its calling entities constitutes an “automated telephone dialing system” under the TCPA poses a number of unique problems. As mentioned above, leading guidance on the issue currently comes from the FCC’s 2015 Order, but Gannett remained free in the New Jersey Action (or in any Illinois court) to contest whether that order is entitled to any deference. Even if Gannett were unable to

persuade the judge to disregard the FCC’s guidance, the Parties ran the risk of having to revisit it in the future (or even start from square one) given the D.C. Court of Appeal’s pending decision in *ACA*. Under either rubric, the question whether a particular piece of equipment constitutes an ATDS is a fact-intensive question, which would require potentially complex briefing on summary judgment that likely would have required the engagement of an expert, which would have undoubtedly created an otherwise avoidable expense.

Third, the issue of Gannett’s vicarious liability was sure to result in contentious and costly litigation as well. As noted above, Gannett always claimed that its telemarketers are independent contractors, and “as a general rule, no vicarious liability exists for the actions of independent contractors.” *Petrovich v. Share Health Plan of Ill., Inc.*, 719 N.E.2d 756, 765 (Ill. 1999). The principal nevertheless may be held liable under theories of apparent authority or ratification, but these are fact-intensive questions, which often defy resolution at summary judgment. *See id.* at 765-768; *see also Cabrera v. Jakobovitz*, 24 F.3d 372, 386 (2d Cir. 1994) (“Unless the facts are insufficient to support a finding of agency or there is no dispute as to the historical facts, the question of agency should be submitted to the jury so that it may apply the applicable legal standard, as set forth in the instructions, to the facts, as the jury finds them.”). On this issue, too, summary judgment was likely to include contentious and costly briefing, and the Parties may even have had to submit the question to a jury.

In short, obtaining relief now, instead of spending time and effort litigating these issues—the outcome of which had no guarantee of recovery—is an excellent benefit to the Class Members. Moreover, contrary to the expense and complexity associated with such continued litigation—which would inevitably include conducting further written and oral discovery, securing expert testimony on highly technical issues related to the functionality the equipment

used to place the calls at issue, and engaging in motion practice, a trial, and potentially lengthy appeals—the Settlement provides monetary and prospective relief now, rather than years from now (if at all). As such, this factor also weighs in favor of approval of this Settlement.

**D. The positive reaction to the Settlement favors Final Approval.**

The fourth and sixth *Korshak* factors—the amount of opposition to the Settlement and Settlement Class Members’ reaction to the Settlement—are closely related and often examined together. *See, e.g., Korshak*, 565 N.E.2d at 71. Here, each points unequivocally towards final approval. KCC has implemented the comprehensive notice plan approved by the Court, the objection and exclusion deadlines have now passed, not a single Class Member has objected and only 27 individuals (under 0.00001% of the Settlement Class) have opted out to potentially seek relief of their own. Such scant dissatisfaction with this Settlement weighs heavily in favor of a finding that the Settlement is both fair and reasonable. *See In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1020–21 (N.D. Ill. 2000) (finding that a settlement where “99.9% of class members have neither opted out nor filed objections . . . is strong circumstantial evidence in favor of the settlements”); *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 965 (N.D. Ill. 2011) (an exclusion or objection rate of 0.01% of class members was “remarkably low” and supported the settlement); *Hispanics United of Dupage County v. Vill. of Addison*, 988 F. Supp. 1130, 1169 (N.D. Ill. 1997) (finding settlement fair where a small fraction of class members objected). Again, that only a handful of Class Members have requested to be excluded and *none* have objected strongly favors final approval.

On the other side of the ledger, Settlement Class Members have voiced their satisfaction with the terms of the Settlement through a significant—and growing—number of claims. To be sure, there have already been over 45,000 claims filed to date which means that the Settlement

Fund will provide approximately \$175 to each claimant, pending validation from the Settlement Administrator. This exceptionally positive response, in tandem with absolutely no dissatisfaction from Class Members, is particularly notable in light of increasingly active “professional objectors,” who frequently—and nearly inevitably—submit “‘canned’ objections . . . to simply extract a fee by lodging generic, unhelpful protests.” *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 973 (S.D. Tex. 2000). Indeed, the strength of this Settlement relative to the complete lack of opposition strongly favors approval here.

**E. The Settlement was reached without collusion and as a result of arm’s-length negotiations.**

Next, the absence of collusion is demonstrated by “hard fought” and “vigorously contested” litigation and “hard bargaining” between the Parties. *Korshak*, 565 N.E.2d at 71. In the first place, the Court’s previous order preliminarily approving the settlement explicitly found that the Settlement was negotiated at arm’s length and no new evidence has been submitted that would warrant vacating that finding or altering the law of the case. *See, e.g., Broadnax v. Morrow*, 762 N.E.2d 1152, 1158 (Ill. App. Ct. 2002) (noting that reconsideration of previous ruling is generally warranted only in light of new evidence or a change in law).

Even if that weren’t the case, the arm’s-length nature of the negotiations in this case is readily apparent from the record. Namely, the Parties participated in two formal mediation sessions with a well-respected and retired federal and former Cook County judge, the Honorable Wayne Andersen (ret.) (Rapp Declaration ¶¶ 9, 11), which strongly suggests that the parties are not colluding. *See Steinberg*, 713 N.E.2d at 716 (finding that class action settlement was reached fairly as it was a product of “adversarial give-and-take overseen by an experienced mediator”); *McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 812 (E.D. Wis. 2009) (holding that achieving settlement “after arm’s-length negotiations facilitated by a mediator” suggested



“that the settlement is fair and merits final approval”). Perhaps most telling, the Parties could not reach agreement even though Judge Andersen made a mediator’s proposal. (Rapp Declaration ¶ 10.)

Moreover, the Parties were able to reach this resolution only after exchanging discovery for months, which ensured that they understood their negotiation positions and how to value any settlement. (*Id.* ¶¶ 8, 9, 11.) In short, the combination of significant discovery, multiple mediation sessions, and months of contentious negotiations should assure the Court that the Settlement was reached fairly and without collusion. *See, e.g., Hispanics United*, 988 F. Supp. at 1150 n. 6 (noting that a “strong initial presumption of fairness attaches” where the settlement is “the result of arm’s length negotiations,” and where plaintiff’s counsel are “experienced and have engaged in adequate discovery”). Thus, this factor also weighs in favor of final approval.

**F. Class Counsel believes that this Settlement is in the best interests of the Settlement Class.**

The seventh *Korshak* factor, which weighs the opinion of competent counsel, also favors final approval of this Settlement.

First, Class Counsel are competent to give their opinion on this Settlement, as they are well-versed in the facts of this litigation and counsel from Edelson PC have been recognized as leaders in consumer privacy litigation. *See In re Facebook Privacy Litig.*, No. 10-02389 (N.D. Cal. Dec. 10, 2010) (noting that the attorneys at Edelson PC have 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 also Dunstan v. comScore*, No. 11-5807, Dkts. 186, 369 (N.D. Ill. 2013) (securing adversarial certification of largest ever privacy class comprised of approximately 10 million consumers on claims arising under federal privacy statutes, and ultimately achieving a \$14 million settlement, which resulted in claiming class

members receiving approximately \$500 each). With respect to TCPA class actions in particular, Edelson PC is credited for having “pioneered the application of the TCPA to text-messaging technology,” *Ellison v. Steven Madden, Inc.*, No. 11-05935, Dkt. 73 (C.D. Cal. May 7, 2013), and is routinely appointed to serve as class counsel by courts in Illinois and throughout the country in TCPA class actions. *See Willis*, No. 2016 CH 2455; *Woodman*, No. 2013 CH 10169; *Lockett v. MoGreet Inc.*, No. 2013 CH 21352 (Cir. Ct. Cook Cnty., Ill. Apr. 3, 2014); *Rojas v. Career Education Corp.*, No. 10-05260 (N.D. Ill. 2012) (serving as lead counsel in \$20 million text spam settlement); *Lozano*, No. 09-06344 (N.D. Ill. 2011) (serving as lead counsel in \$16 million text spam settlement); *In re Jiffy Lube Int’l Text Spam Litig.*, 11-0865, Dkt. 24 (S.D. Cal. 2012) (serving as co-lead counsel in \$35 million text spam settlement). Thus, Class Counsel are more than competent to provide their opinion on the strength of the Settlement. *See GMAC Mortgage Corp. of Pa.*, 603 N.E.2d at 776 (noting class counsel’s competency due to their familiarity with the litigation and experience litigating class action lawsuits).

Put simply, Class Counsel believe that the instant Settlement, which creates a \$13.8 million non-reversionary Settlement Fund and anticipated per class member payments of approximately \$175, is in the best interests of the Settlement Class for the following reasons: first, the monetary relief provided for here far exceeds relief in similar TCPA settlements; second, a recovery for the Settlement Class now is preferable to years of litigation and inevitable appeals with no guarantee of success; third, and finally, the prospective measures provided for in the Settlement ensure that Gannett’s alleged unlawful conduct does not continue in the future, a benefit not only to the class members but also the public at large.

For these reasons, the opinion of Class Counsel weighs in favor of final approval.

**G. The stage of litigation and amount of discovery completed has ensured that the Settlement is reasonable, fair, and adequate.**

This final *Korshak* factor is important because it “indicates the extent to which the trial court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement.” *Korshak*, 565 N.E.2d at 71. There can be no doubt that counsel for both sides had fully assessed the merits and risks of their case before reaching this settlement. In addition to the fact that the Parties had exchanged informal discovery for months before coming to the negotiating table, the Parties postponed formal mediation sessions twice for the specific purpose of further assessing the strengths and weaknesses of their positions. By the time the Parties actually reached an agreement, therefore, both sides were fully informed about the strengths possible twists and weaknesses of the case. At bottom, this case was sure to feature multiple disputes of fact, and the Parties were able to account for those possible disputes in reaching the Settlement. This factor, like the others, also weighs in favor of final approval.

**CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order finally approving the instant Settlement and ordering such other relief as the Court deems reasonable and just.

Respectfully submitted,

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

Dated: October 26, 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 26, 2016, I served the above and foregoing ***Plaintiffs' Memorandum in Support of Final Approval of Class Action Settlement***, by causing a true and accurate copy of such paper to be transmitted to the persons shown below via electronic mail on this the 26th 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: 09-11-16

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: \_\_\_\_\_

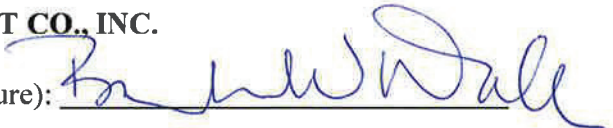
By (signature): \_\_\_\_\_

Name (printed): Stefan L. Coleman

Title: One of Plaintiff's Attorneys

**GANNETT CO., INC.**

Dated: July 13, 2016

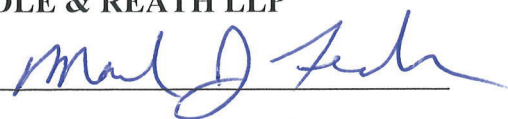
By (signature): 

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

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

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

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



Postal Service: Please do not mark barcode

Claim#: GCD-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

**CHANGE OF ADDRESS ONLY**

### Primary Address

[illegible]

Primary Address Continued

[illegible]

City

[illegible]

State

--	--

Zip Code

--	--	--	--	--

ELECTRONICALLY FILED

Contact Telephone number

5-21-2018 10:06 AM 1 of 1

The above-listed number is my cellular telephone number

--	--

The above-listed number is my landline telephone number

Current Email Address

[illegible]

Cellular Telephone Number on Which you Received the Calls

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

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

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

Signature: \_\_\_\_\_ Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



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

# EXHIBIT B

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

**NOTICE OF CLASS ACTION SETTLEMENT**

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

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

*For complete information, visit [www.GannettTCPASettlement.com](http://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](http://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](http://www.GannettTCPASettlement.com) for complete information.



# EXHIBIT C

LEGAL NOTICE

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

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

An Illinois State Court authorized this notice.

You are not being sued.

This is not a solicitation from a lawyer.

*See reverse for details.*

*For complete information, visit  
[www.GannettTCPASettlement.com](http://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](http://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](http://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**

<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	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 publications without obtaining prior express consent of the called party. The lawsuit alleges Defendant violated a federal law called the Telephone Consumer Protection Act.

Defendant denies these allegations and denies that the telephone calls violated the law. No court has decided who is right. Plaintiffs and Gannett are entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by Defendant. More information about the complaint in the lawsuit and the Defendant’s answers can be found in the “Court Documents” section of the settlement website at [www.GannettTCPASettlement.com](http://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](http://www.GannettTCPASettlement.com) or through the Court's online docket search at [www.cookcountyclerkofcourt.org](http://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](http://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](http://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.**

# EXHIBIT 2

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.

2016CH06603  
CALENDAR/ROOM 11  
TIME 00:00  
Class Action

FILED  
2016 MAY 12 PM 4:04  
DOROTHY BROWN CLERK

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs Ramona Clark and Dylan Schlossberg bring this Class Action Complaint against Defendant Gannett Co., Inc. to stop its practice of making unsolicited calls to the cellular telephones of consumers nationwide, and to obtain redress for all persons injured by its conduct.

Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

**NATURE OF THE ACTION**

1. Defendant Gannett is a media and marketing company with a portfolio of broadcast, digital, mobile and publishing companies. Gannett's eighty-two daily newspapers, including *USA TODAY*, reach over 10 million readers nationwide.
2. In an effort to increase subscriptions to its newspapers, Gannett directed its agents to make telemarketing calls to thousands of consumers' cellular telephones. Gannett did not obtain prior express consent from consumers to make such calls, and in many cases, ignored consumer requests to no longer be called and, therefore, violated the Telephone Consumer

Protection Act, 47 U.S.C. § 227 (“TCPA”).

3. The TCPA was enacted to protect consumers from unsolicited and repeated commercial telephone calls exactly like those alleged in this case. Defendant made these calls despite the fact that neither Plaintiffs, nor the other members of the putative Class, ever provided express consent to receive such telemarketing calls.

4. By making the phone calls at issue, Defendant and/or its agents caused Plaintiffs and the other members of the Class to suffer actual harm, including the aggravation and nuisance that necessarily accompanies the receipt of unsolicited phone calls and the monies paid to their telephone carriers for the receipt of such calls.

5. In response to Defendant’s unlawful conduct, Plaintiffs file the instant lawsuit and seek an injunction requiring Defendant and/or its agents to cease all unsolicited calling activities and an award of statutory damages to the members of the Class under the TCPA, together with costs and reasonable attorneys’ fees.

#### **PARTIES**

6. Plaintiff Ramona Clark is a natural person and citizen of the State of Illinois.

7. Plaintiff Dylan Schlossberg is a natural person and citizen of the State of New York.

8. Defendant Gannett Co., Inc. is a corporation existing under the laws of the State of Delaware with its principal place of business located at 7950 Jones Branch Drive, McLean, Virginia 22107. Gannett is also registered to conduct business in the State of Illinois (as Illinois Secretary of State File Number 70291991). Gannett conducts business throughout this County, the State of Illinois, and the United States.

## JURISDICTION AND VENUE

9. This Court has jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 because it is registered to and does conduct business transactions in Illinois, has committed tortious acts in Illinois, and has offices located in Illinois. Additionally, this Court has jurisdiction over Plaintiff Clark because she is a resident of the State of Illinois.

10. Venue is proper in Cook County because Defendant is registered to and does conduct significant amounts of business transactions within Cook County, has offices located in Cook County, and because the wrongful conduct giving rise to this case occurred in, was directed to individuals in Cook County. Venue is additionally proper because Plaintiff Clark resides in Cook County.

## COMMON FACTUAL ALLEGATIONS

11. Defendant made (or had made on its behalf) millions of telephone calls to Plaintiffs' and the members of the Class's cellular telephones without consent for the express purpose of obtaining subscribers for its newspaper publications, including *USA TODAY*, *Asbury Park Press*, *Daily Record*, *The Burlington Free Press*, *The Courier-Journal*, *The News Leader*, and *The Journal News*.

12. Defendant made (and/or had made on its behalf) many of the calls from the phone number (732) 362-0402, among others.

13. The call recipients include, but may not be limited to, former Gannett newspaper subscribers who have chosen to not re-subscribe and no longer do business with Gannett.

14. To regain these lost customers or attract new subscribers, Defendant Gannett hired agents, including Marketing Plus Inc. to repeatedly call Class members' telephones in an attempt to convince them to sign up for or renew their subscriptions.

15. These calls were placed on a near daily basis, and often multiple times per day. Even worse, when a consumer answered one of the calls and expressly requested to not receive any further calls, Defendant and/or its agents persisted—even after multiple cancellation requests.

16. Defendant made these calls, or directed them to be made, using an automatic telephone dialing system, in this instance a system commonly referred to as a “predicative dialer,” to call numerous telephone numbers simultaneously and without the calls being manually dialed.

17. Indeed, one of Defendant’s agents explicitly advertises its use of such automatic telephone dialing systems on its website.<sup>1</sup>

18. Neither Plaintiffs nor the other members of the putative Class ever consented to have Defendant (or its agents) make telemarketing calls to them, and certainly not after their business relationship (if any) had ended.

#### **FACTS SPECIFIC TO PLAINTIFFS CLARK AND SCHLOSSBERG**

19. Starting in late 2013, Plaintiffs Clark and Schlossberg began receiving telemarketing calls from Defendant (and/or its agent, Marketing Plus) on their cellular telephones, including from the number (732) 362-0402.

20. The telemarketing calls, made by Defendant’s agent Marketing Plus on behalf of and for the benefit of Defendant Gannett, were for the purpose to persuading Plaintiffs to sign up

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<sup>1</sup> For example, Marketing Plus’s website boasts its “unrivaled dialing capabilities” and explains that its “dialing application recognizes and detects no answers, busy signals, disconnects and answering machines [so that w]hen the system detects a live connection, it passes the call with the associated data to the next available agent in less than .25 seconds, virtually eliminating the possibility of a called party hanging up before the agent is on the line.”). *See Our Technology*, MARKETING PLUS INC., <http://www.marketingplusinc.com/our-technology/> (last visited April 28, 2016).



for or to re-subscribe to its newspaper publications.

21. Plaintiffs never provided Defendant and/or its agent with consent to make such telemarketing calls to their cellphone numbers.

22. Nonetheless, Defendant and/or its agent Marketing Plus used an automatic telephone dialing system to repeatedly call Plaintiffs' cellular telephones without their prior express consent and despite their requests to stop. For instance, Defendant called Plaintiff Schlossberg on a regular basis for over a year, often multiple times per week, and more specifically on at least 10 occasions alone from October 2013 to December 2013 despite him requesting over 10 times that Defendant stop calling him.

23. Defendant knew that it and/or its agent Marketing Plus used an automatic telephone dialing system to make these calls, without consent, to Plaintiffs' cellular telephones, and thus knowingly and repeatedly violated the TCPA.

#### CLASS ALLEGATIONS

24. **Class Definition:** Plaintiffs Clark and Schlossberg bring this action pursuant to 735 ILCS 5/2-801 on behalf of themselves and a Class of similarly situated individuals defined as follows:

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 using an automatic telephone dialing system or an artificial or prerecorded voice between January 2, 2010 and the present.

The following persons are excluded from the Class: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former employees, officers and directors, (3) persons who properly



execute and file a timely request for exclusion from the Class, (4) persons who have had their claims in this matter finally adjudicated and/or otherwise released, (5) the legal representatives, successors, or assigns of any such excluded persons, and (6) Plaintiffs' counsel and Defendant's counsel.

25. **Numerosity:** The exact size of the Class is unknown and not available to Plaintiffs at this time, but it is clear that individual joinder is impracticable. On information and belief, Defendant has made telephone calls to thousands of consumers who fall into the definitions of the Class. Members of the Class can be identified through Defendant's records.

26. **Commonality and Predominance:** There are many questions of law and fact common to the claims of Plaintiffs and the Class, and those questions predominate over any questions that may affect individual members of the Class. Common and predominant questions for the Class include, but are not necessarily limited to, the following:

- (a) whether Defendant's conduct violated the TCPA;
- (b) whether Defendant and/or its agents made the telephone calls to the Class members utilizing an automatic telephone dialing system;
- (c) whether Defendant and/or its agents systematically made telephone calls to members of the Class who did not provide Defendant and/or its agents with their prior express consent to receive such telephone calls, as required by the TCPA;
- (d) whether members of the Class are entitled to treble damages based on the willfulness of Defendant's conduct.

27. **Adequate Representation:** Plaintiffs will fairly and adequately represent and protect the interests of the Class, and have retained counsel competent and experienced in

complex class actions. Plaintiffs have no interest antagonistic to those of the Class, and Defendant has no defenses unique to Plaintiffs.

28. **Appropriateness:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy and because joinder of all members of the Class is impracticable. The damages suffered by the individual members of the Class are likely to have been small relative to the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's wrongful conduct. Thus, it would be virtually impossible for the individual members of the Class to obtain effective relief from Defendant's misconduct. Even if members of the Class could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

**FIRST CAUSE OF ACTION**  
**Violation of 47 U.S.C. § 227**  
**(On behalf of Plaintiffs and the Class)**

29. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

30. Defendant and/or its agents made, or directed to be made, unsolicited telephone calls to cellular telephone numbers belonging to Plaintiffs and other members of the Class without their prior express consent to receive such calls.

31. Defendant and/or its agents made the telephone calls, or directed them to be made, using equipment that had the capacity to store or produce lists of telephone numbers, equipment that has the capacity to generate and store numbers randomly or sequentially, and the

capacity to dial such numbers.

32. Defendant utilized equipment that made, or had made on its behalf, the telephone calls to Plaintiffs' and other members of the Class's cellular telephones simultaneously and without human intervention.

33. By making, or having made on its behalf, the unsolicited telephone calls to Plaintiffs' and the Class members' cellular telephones without prior express consent, and by utilizing an automatic telephone dialing system to make those calls, Defendant has violated 47 U.S.C. § 227(b)(1)(A)(iii).

34. As a result of Defendant's unlawful conduct, Plaintiffs and the members of the Class suffered actual damages in the form of monies paid to receive the unsolicited telephone calls on their cellular phones and under 47 U.S.C. § 227(b)(3)(B) are each entitled to, *inter alia*, a minimum of \$500 in damages for each such violation of the TCPA.

35. Should the Court determine that Defendant's conduct was willful and knowing, the Court may, pursuant to 47 U.S.C. § 227(b)(3), treble the amount of statutory damages recoverable by Plaintiffs and the other members of the Class.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs Ramona Clark and Dylan Schlossberg, individually and on behalf of the Class, pray for the following relief:

- A. An order certifying the Class as defined, appointing Plaintiffs Clark and Schlossberg as representatives of the Class, and appointing their counsel as Class Counsel;
- B. An award of actual and statutory damages;
- C. An injunction requiring Defendant to cease all unsolicited calling activities, and otherwise protecting the interests of the Class;

- D. An award of reasonable attorneys' fees and costs; and
- E. Such other and further relief that the Court deems reasonable and just.

### **JURY DEMAND**

Plaintiffs request a trial by jury of all claims that can be so tried.

Respectfully submitted,

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

Dated: May 12, 2016

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

Benjamin H. Richman  
brichman@edelson.com  
Eve-Lynn J. Rapp  
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Stefan L. Coleman\*  
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1072 Madison Avenue, Suite 1  
Lakewood, New Jersey 08701  
Tel: 877.333.9427  
Fax: 888.498.8946

*\*Pro hac vice* admission to be sought.

# EXHIBIT 3

**U.S. District Court  
District of New Jersey [LIVE] (Newark)  
CIVIL DOCKET FOR CASE #: 2:14-cv-00022-SRC-CLW**

CASAGRAN et al v. GANNETT CO., INC. et al  
Assigned to: Judge Stanley R. Chesler  
Referred to: Magistrate Judge Cathy L. Waldor  
Cause: 28:1331 Fed Question: Fed Communications Act of 1

Date Filed: 01/02/2014  
Date Terminated: 04/26/2016  
Jury Demand: Both  
Nature of Suit: 890 Other Statutory Actions  
Jurisdiction: Federal Question

**Plaintiff****RICHARD CASAGRAN**

represented by **STEFAN LOUIS COLEMAN**  
1072 Madison Ave  
Ste 1  
Lakewood, NJ 08701  
877-333-9427  
Email: law@stefancoleman.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

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**Plaintiff****LAN SCHLOSSBERG**

*individually and on behalf of all others  
equally situated*

represented by **STEFAN LOUIS COLEMAN**  
(See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**GANNETT CO., INC.**  
*a Delaware corporation*

represented by **MATTHEW J. FEDOR**  
DRINKER, BIDDLE & REATH, LLP  
600 CAMPUS DRIVE  
FLORHAM PARK, NJ 07932  
(973) 549-7329  
Email: matthew.fedor@dbr.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**ANDREW CARL EGAN**  
Bressler Amery & Ross PC  
325 Columbia Turnpike  
FLORHAM PARK, NJ 07932  
973-514-1200  
Email: aegan@bressler.com  
**ATTORNEY TO BE NOTICED**

**Defendant**

**MARKETING PLUS, INC.**  
*a New Jersey corporation*

represented by **ELLIOTT LOUIS PELL**  
**ELLIOTT LOUIS PELL, P.C.**

378 VALLEY ROAD  
 WATCHUNG, NJ 07069  
 973-520-8933  
 Fax: 973-301-0094  
 Email: [elliottpell@elliottpell.com](mailto:elliottpell@elliottpell.com)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**FREDRICK L. RUBENSTEIN**  
 JAMES P. NOLAN & ASSOCIATES  
 61 GREEN STREET  
 WOODBRIDGE, NJ 07095  
 (732) 636-3344  
 Fax: (732) 636-1175  
 Email: [frubenstein@jpnlaw.us](mailto:frubenstein@jpnlaw.us)  
**TERMINATED: 05/15/2014**  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Cross Claimant**

**GANNETT CO., INC.**  
*a Delaware corporation*

represented by **MATTHEW J. FEDOR**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**ANDREW CARL EGAN**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

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**Cross Defendant**

**MARKETING PLUS, INC.**  
*a New Jersey corporation*

represented by **ELLIOTT LOUIS PELL**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**FREDRICK L. RUBENSTEIN**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Cross Claimant**

**MARKETING PLUS, INC.**  
*a New Jersey corporation*

represented by **ELLIOTT LOUIS PELL**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**FREDRICK L. RUBENSTEIN**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Cross Defendant**

**GANNETT CO., INC.**  
*a Delaware corporation*

represented by **MATTHEW J. FEDOR**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**ANDREW CARL EGAN**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

**Cross Claimant**

**GANNETT CO., INC.**  
*a Delaware corporation*

represented by **MATTHEW J. FEDOR**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**ANDREW CARL EGAN**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

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**Cross Defendant**

**MARKETING PLUS, INC.**  
*a New Jersey corporation*

represented by **ELLIOTT LOUIS PELL**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**FREDRICK L. RUBENSTEIN**  
 (See above for address)  
**TERMINATED: 05/15/2014**  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Cross Claimant**

**MARKETING PLUS, INC.**  
*a New Jersey corporation*

represented by **ELLIOTT LOUIS PELL**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**FREDRICK L. RUBENSTEIN**  
 (See above for address)  
**TERMINATED: 05/15/2014**  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Cross Defendant**

**GANNETT CO., INC.**

represented by **MATTHEW J. FEDOR**



a Delaware corporation

(See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**ANDREW CARL EGAN**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
01/02/2014	<a href="#"><u>1</u></a>	COMPLAINT against GANNETT CO., INC., MARKETING PLUS, INC. ( Filing and Admin fee \$ 400 receipt number 5432456) with JURY DEMAND, filed by RICHARD CASAGRAND, DYLAN SCHLOSSBERG. (Attachments: # <a href="#"><u>1</u></a> Civil Cover Sheet)(dr, ) (Entered: 01/06/2014)
01/06/2014	<a href="#"><u>2</u></a>	SUMMONS ISSUED as to GANNETT CO., INC., MARKETING PLUS, INC. Attached is the official court Summons, please fill out Defendant and Plaintiffs attorney information and serve. Issued By *Dianne C. Richards* (dr, ) (Entered: 01/06/2014)
01/30/2014	<a href="#"><u>3</u></a>	Application and Proposed Order for Clerk's Order to extend time to answer as to Defendant Gannett Co., Inc.. Attorney MATTHEW J. FEDOR for GANNETT CO., INC. added. (EGAN, ANDREW) (Entered: 01/30/2014)
01/30/2014	<a href="#"><u>4</u></a>	Corporate Disclosure Statement by GANNETT CO., INC.. (EGAN, ANDREW) (Entered: 01/30/2014)
01/30/2014	<a href="#"><u>5</u></a>	NOTICE of Appearance by ANDREW CARL EGAN on behalf of GANNETT CO., INC. (EGAN, ANDREW) (Entered: 01/30/2014)
02/05/2014	<a href="#"><u>6</u></a>	APPLICATION/PETITION for Extension of Time to Answer, Move or Otherwise Respond to Complaint for by MARKETING PLUS, INC.. (RUBENSTEIN, FREDRICK) (Entered: 02/05/2014)
02/06/2014		Clerk`s Text Order - The document <a href="#"><u>3</u></a> Application for Clerk's Order to Ext Answer/Proposed Order submitted by GANNETT CO., INC. has been GRANTED. The answer due date has been set for 2/17/14. (gmd, ) (Entered: 02/06/2014)
02/06/2014		Clerk`s Text Order - The document <a href="#"><u>6</u></a> Application/Petition filed by MARKETING PLUS, INC. submitted by MARKETING PLUS, INC. has been GRANTED. The answer due date has been set for 2/19/14. (gmd, ) (Entered: 02/06/2014)
02/11/2014	<a href="#"><u>7</u></a>	Consent MOTION for Extension of Time to File Answer <i>Complaint</i> by GANNETT CO., INC.. (Attachments: # <a href="#"><u>1</u></a> Text of Proposed Order Stipulation and Proposed Order Extending Time to Answer)(FEDOR, MATTHEW) (Entered: 02/11/2014)
02/12/2014	<a href="#"><u>8</u></a>	AFFIDAVIT of Service for Class Action Complaint served on Marketing Plus, Inc. on January 16, 2014, filed by RICHARD CASAGRAND, DYLAN SCHLOSSBERG. (COLEMAN, STEFAN) (Entered: 02/12/2014)
02/12/2014	<a href="#"><u>9</u></a>	AFFIDAVIT of Service for Class Action Complaint served on Gannett Co., Inc. on January 13, 2014, filed by RICHARD CASAGRAND, DYLAN SCHLOSSBERG. (COLEMAN, STEFAN) (Entered: 02/12/2014)
02/18/2014	<a href="#"><u>10</u></a>	STIPULATION AND ORDER Stipulation is GRANTED and the time for Defendant Gannett Co., Inc. to answer, move or otherwise respond to the Complaint is extended to 3/19/14. Signed by Magistrate Judge Cathy L. Waldor on 2/18/14. (gmd, ) (Entered: 02/18/2014)

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02/18/2014		Answer Due Deadline Update - The document <a href="#">7</a> submitted by GANNETT CO., INC. has been GRANTED. The answer due date has been set for 3/19/14. (gmd, ) (Entered: 02/18/2014)
03/11/2014	<a href="#">11</a>	MOTION for Leave to Appear Pro Hac Vice by MARKETING PLUS, INC.. (RUBENSTEIN, FREDRICK) (Entered: 03/11/2014)
03/13/2014		Set Deadlines as to <a href="#">11</a> MOTION for Leave to Appear Pro Hac Vice . Motion set for 4/7/2014 before Judge Stanley R. Chesler. The motion will be decided on the papers. No appearances required unless notified by the court. (gmd, ) (Entered: 03/13/2014)
03/19/2014	<a href="#">12</a>	Letter from Fredrick L. Rubenstein enclosing Stipulation Extending Time to Answer, Move, or otherwise Respond to Complaint. (RUBENSTEIN, FREDRICK) (Entered: 03/19/2014)
03/20/2014	<a href="#">13</a>	STIPULATION AND ORDER granting extension of time for Defendant Gannett Co., Inc. to answer, move or otherwise respond to the Complaint to 3/26/14. Signed by Magistrate Judge Cathy L. Waldor on 3/20/14. (gmd, ) (Entered: 03/20/2014)
03/20/2014	<a href="#">14</a>	MOTION for Leave to Appear Pro Hac Vice by RICHARD CASAGRAN, DYLAN SCHLOSSBERG. (Attachments: # <a href="#">1</a> Certification of Stefan L. Coleman, # <a href="#">2</a> Certification of Jay Edelson, # <a href="#">3</a> Certification of Rafey S. Balabanian, # <a href="#">4</a> Certification of Benjamin H. Richman, # <a href="#">5</a> Certification of Eve-Lynn J. Rapp, # <a href="#">6</a> Text of Proposed Order, # <a href="#">7</a> Certificate of Service)(COLEMAN, STEFAN) (Entered: 03/20/2014)
03/20/2014		Set Deadlines as to <a href="#">14</a> MOTION for Leave to Appear Pro Hac Vice . Motion set for 4/21/2014 before Judge Stanley R. Chesler. The motion will be decided on the papers. No appearances required unless notified by the court. (gmd, ) (Entered: 03/20/2014)
03/21/2014	<a href="#">15</a>	ORDER granting <a href="#">14</a> Motion for Leave to Appear Pro Hac Vice admission for JAY EDELSON, ESQ.; RAFEY S. BALABANIAN, ESQ.; BENJAMIN H. RICHMAN, ESQ.; and EVE-LYNN J. RAPP, ESQ. Signed by Magistrate Judge Cathy L. Waldor on 3/21/14. (gmd, ) (Entered: 03/21/2014)
03/25/2014	16	TEXT ORDER: Within ten (10) days of the date of this Text Order, the party filing its pro hac vice motion [Doc. No. 11] shall file a certified statement of the applicant referred to in the amendment to L. Civ. R. 101.1(c)(1) (eff. March 1, 2010); or in lieu thereof, may attach a certificate of good standing. See www.njd.uscourts.gov/court-info/local-rules-and-orders. Also within ten (10) days of the date of this Text Order, the filing party shall resubmit an appropriate form of order. Ordered by Magistrate Judge Cathy L. Waldor on 3/25/14. (tjg, ) (Entered: 03/25/2014)
03/26/2014	<a href="#">17</a>	Gannett Co., Inc.'s ANSWER to Complaint with JURY DEMAND Affirmative Defenses, CROSSCLAIM against MARKETING PLUS, INC. by GANNETT CO., INC..(FEDOR, MATTHEW) (Entered: 03/26/2014)
03/26/2014	<a href="#">18</a>	STIPULATION <i>Extending Time to Answer, Move or Otherwise Respond to Complaint</i> by MARKETING PLUS, INC.. (RUBENSTEIN, FREDRICK) (Entered: 03/26/2014)
03/27/2014	19	TEXT ORDER: The Court will hold an initial conference (rule 16) before U.S.M.J. C. Waldor in courtroom 4C on 7/15/14 at 10:00 AM. Parties are to submit a Joint Discovery Plan no later than 3 days before the scheduled conference. Please contact chambers with any questions or concerns at (973) 776 7862. Ordered by Magistrate Judge Cathy L. Waldor on 3/27/14. (tjg, ) (Entered: 03/27/2014)
03/27/2014	<a href="#">20</a>	Notice of Request by Pro Hac Vice Eve-Lynn J. Rapp to receive Notices of Electronic Filings. ( Pro Hac Vice fee \$ 150 receipt number 0312-5588278.) (COLEMAN, STEFAN) (Entered: 03/27/2014)

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03/27/2014	<a href="#">21</a>	Notice of Request by Pro Hac Vice Rafey S. Balabanian to receive Notices of Electronic Filings. ( Pro Hac Vice fee \$ 150 receipt number 0312-5588435.) (COLEMAN, STEFAN) (Entered: 03/27/2014)
03/27/2014	<a href="#">22</a>	Notice of Request by Pro Hac Vice Benjamin H. Richman to receive Notices of Electronic Filings. ( Pro Hac Vice fee \$ 150 receipt number 0312-5588460.) (COLEMAN, STEFAN) (Entered: 03/27/2014)
03/27/2014	<a href="#">23</a>	Notice of Request by Pro Hac Vice Jay Edelson to receive Notices of Electronic Filings. ( Pro Hac Vice fee \$ 150 receipt number 0312-5588472.) (COLEMAN, STEFAN) (Entered: 03/27/2014)
03/27/2014	<a href="#">24</a>	STIPULATION AND ORDER granting Defendants extension of time to answer, move or otherwise respond to the Complaint until 4/2/14. Signed by Magistrate Judge Cathy L. Waldor on 3/27/14. (gmd, ) (Entered: 03/31/2014)
04/02/2014	<a href="#">25</a>	<i>Marketing Plus, Inc.'s</i> ANSWER to Complaint with JURY DEMAND , CROSSCLAIM against GANNETT CO., INC. by MARKETING PLUS, INC..(RUBENSTEIN, FREDRICK) (Entered: 04/02/2014)
04/04/2014	<a href="#">26</a>	Certification on behalf of MARKETING PLUS, INC. Re <a href="#">11</a> Motion for Leave to Appear. (RUBENSTEIN, FREDRICK) (Entered: 04/04/2014)
04/04/2014	<a href="#">27</a>	Proposed Pretrial Order <i>Proposed Order for Admission Pro Hac Vice</i> by MARKETING PLUS, INC.. (RUBENSTEIN, FREDRICK) (Entered: 04/04/2014)
04/04/2014	<a href="#">28</a>	ORDER granting <a href="#">11</a> Motion for Leave to Appear Pro Hac Vice admission of JOSEPH W. SANSCRAINTE, ESQ. Signed by Magistrate Judge Cathy L. Waldor on 4/4/14. (gmd, ) (Entered: 04/04/2014)
04/22/2014	<a href="#">29</a>	Application and Proposed Order for Clerk's Order to extend time to answer as to Defendant Marketing Plus Inc.'s Cross Claim.. (FEDOR, MATTHEW) (Entered: 04/22/2014)
04/23/2014		Clerk`s Text Order - The document <a href="#">29</a> Application for Clerk's Order to Ext Answer/Proposed Order submitted by GANNETT CO., INC. has been GRANTED. The answer due date has been set for 5/7/14. (gmd, ) (Entered: 04/23/2014)
05/07/2014	<a href="#">30</a>	<i>Gannett Co., Inc.'s</i> ANSWER to Crossclaim of <i>Marketing Plus, Inc.</i> by GANNETT CO., INC..(FEDOR, MATTHEW) (Entered: 05/07/2014)
05/07/2014	<a href="#">31</a>	NOTICE of Change of Address by MATTHEW J. FEDOR (FEDOR, MATTHEW) (Entered: 05/07/2014)
05/15/2014	<a href="#">32</a>	Substitution of Attorney - Attorney FREDRICK L. RUBENSTEIN terminated.. (PELL, ELLIOTT) (Entered: 05/15/2014)
07/08/2014	33	TEXT ORDER: The Court will grant counsels request to adjourn the 7/15/14 conference. The conference will now be held on 10/30/14 at 1:45 PM.Ordered by Magistrate Judge Cathy L. Waldor on 7/8/14. (tjg, ) (Entered: 07/08/2014)
10/24/2014	<a href="#">34</a>	STIPULATION <i>for Plaintiff to File First Amended Complaint</i> by RICHARD CASAGRAND, DYLAN SCHLOSSBERG. (Attachments: # <a href="#">1</a> First Amended Complaint, # <a href="#">2</a> Text of Proposed Order)(COLEMAN, STEFAN) (Entered: 10/24/2014)
10/30/2014		Minute Entry for proceedings held before Magistrate Judge Cathy L. Waldor: Initial Pretrial Conference held on 10/30/2014. (tjg, ) (Entered: 10/30/2014)
10/31/2014	<a href="#">35</a>	PRETRIAL SCHEDULING ORDER: Amended Pleadings due by 4/15/2015. Discovery due by 3/30/2015. Joinder of Parties due by 4/15/2015. Rule 26 Meeting Report due by 11/13/2014. Signed by Magistrate Judge Cathy L. Waldor on 10/31/2014. (anr) (Entered: 10/31/2014)

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		10/31/2014)
11/17/2014	<a href="#">36</a>	STIPULATION AND ORDER that the attached First Amended Complaint is now the effective complaint in this action; Defendants shall answer or otherwise respond to Plaintiffs' First Amended Complaint within 21 days. Signed by Magistrate Judge Cathy L. Waldor on 11/17/14. (gmd, ) (Entered: 11/17/2014)
11/17/2014	<a href="#">37</a>	FIRST AMENDED CLASS ACTION COMPLAINT and Jury Demand against GANNETT CO., INC., MARKETING PLUS, INC., filed by DYLAN SCHLOSSBERG, RICHARD CASAGRAND.(gmd, ) (Entered: 11/17/2014)
12/08/2014	<a href="#">38</a>	<i>Gannett Co. Inc.</i> 's ANSWER to Amended Complaint , CROSSCLAIM against MARKETING PLUS, INC. by GANNETT CO., INC..(FEDOR, MATTHEW) (Entered: 12/08/2014)
12/08/2014	<a href="#">39</a>	ANSWER to Complaint with JURY DEMAND , CROSSCLAIM against GANNETT CO., INC. by MARKETING PLUS, INC..(PELL, ELLIOTT) (Entered: 12/08/2014)
12/24/2014	<a href="#">40</a>	<i>Gannett Co. Inc.</i> 's ANSWER to Crossclaim by GANNETT CO., INC.(a Delaware corporation).(FEDOR, MATTHEW) (Entered: 12/24/2014)
01/07/2015	<a href="#">41</a>	ANSWER to Crossclaim of <i>GANNETT CO., INC.</i> by MARKETING PLUS, INC.(a New Jersey corporation).(PELL, ELLIOTT) (Entered: 01/07/2015)
01/07/2015	<a href="#">42</a>	STIPULATION <i>EXT. TIME TO ANS. GANNETT CR. CL.</i> by MARKETING PLUS, INC.(a New Jersey corporation). (PELL, ELLIOTT) (Entered: 01/07/2015)
01/26/2015	<a href="#">43</a>	STIPULATION of <i>Discovery Confidentiality Order</i> by GANNETT CO., INC.(a Delaware corporation). (Attachments: # <a href="#">1</a> Cover Letter, # <a href="#">2</a> Certification Attorney Certification in Support of Stipulated Discovery Confidentiality Order)(FEDOR, MATTHEW) (Entered: 01/26/2015)
01/28/2015	<a href="#">44</a>	STIPULATED DISCOVERY CONFIDENTIALITY ORDER, The parties hereby stipulate and agree to entry of this Discovery Confidentiality Order. Signed by Magistrate Judge Cathy L. Waldor on 1/28/2015. (anr) (Entered: 01/28/2015)
03/30/2015	<a href="#">45</a>	Letter from all parties regarding Phase One discovery deadline. (FEDOR, MATTHEW) (Entered: 03/30/2015)
04/07/2015	<a href="#">46</a>	Letter from all Parties regarding Phase One Discovery. (COLEMAN, STEFAN) (Entered: 04/07/2015)
04/10/2015	<a href="#">47</a>	ORDER, This matter is hereby stayed until 6/30/2015 pending mediation. The parties shall submit a joint report regarding the status of their settlement discussions by 6/30/2015. Signed by Magistrate Judge Cathy L. Waldor on 4/10/2015. (anr) (Entered: 04/10/2015)
06/30/2015	<a href="#">48</a>	Letter from all Parties. (COLEMAN, STEFAN) (Entered: 06/30/2015)
08/31/2015	<a href="#">49</a>	Letter from all Parties. (COLEMAN, STEFAN) (Entered: 08/31/2015)
09/02/2015	<a href="#">50</a>	ORDER, This matter is hereby stayed until Friday 11/6/2015 pending mediation. The parties shall submit a joint report regarding the status of mediation by that date. Signed by Magistrate Judge Cathy L. Waldor on 9/2/15. (cm ) (Entered: 09/02/2015)
10/29/2015	<a href="#">51</a>	Letter from All Parties. (FEDOR, MATTHEW) (Entered: 10/29/2015)
11/30/2015	52	TEXT ORDER: In consideration of the parties' request (ECF No. 51), the Court hereby extends the stay (ECF No. 50) pending mediation until Friday, January 15, 2016. The Court will hold a teleconference, to be initiated by Plaintiff, on 1/19/16 at 9:45 AM. So Ordered by Magistrate Judge Cathy L. Waldor on 11/30/15. (tjg, ) (Entered: 11/30/2015)

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01/19/2016		Minute Entry for proceedings held before Magistrate Judge Cathy L. Waldor: Status Conference held on 1/19/2016. (tjg, ) (Entered: 01/19/2016)
01/19/2016	53	TEXT ORDER: The Court hereby extends the stay (ECF No. 52) pending mediation until Monday February 29, 2016, at which point the parties shall submit a joint letter apprising the Court of the status of the case. The Court will hold a teleconference, to be initiated by Plaintiff, on Friday, March 11, 2016 at 11:00 AM.. So Ordered by Magistrate Judge Cathy L. Waldor on 1/19/16. (tjg, ) (Entered: 01/19/2016)
03/01/2016	<a href="#">54</a>	Letter from all Parties. (COLEMAN, STEFAN) (Entered: 03/01/2016)
03/11/2016		Minute Entry for proceedings held before Magistrate Judge Cathy L. Waldor: Status Conference held on 3/11/2016. (tjg, ) (Entered: 03/14/2016)
03/14/2016	55	TEXT ORDER: The Court will hold a telephone conference, to be initiated by plaintiff, on 4/8/16 at 10:00 AM. Parties may contact chambers at (973) 776 7862. So Ordered by Magistrate Judge Cathy L. Waldor on 3/14/16. (tjg, ) (Entered: 03/14/2016)
04/08/2016		Minute Entry for proceedings held before Magistrate Judge Cathy L. Waldor: Status Conference held on 4/8/2016. (tjg, ) (Entered: 04/08/2016)
04/08/2016	56	TEXT ORDER The Court will hold a telephone conference, to be initiated by plaintiff, on 5/11/16 at 9:50 AM. Parties may contact chambers at (973) 776 7862. So Ordered by Magistrate Judge Cathy L. Waldor on 4/8/16. (tjg, ) (Entered: 04/08/2016)
04/25/2016	<a href="#">57</a>	STIPULATION of Dismissal Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) by RICHARD CASAGRAND, DYLAN SCHLOSSBERG. (COLEMAN, STEFAN) (Entered: 04/25/2016)
04/26/2016	<a href="#">58</a>	STIPULATION & ORDER DISMISSING CASE Pursuant to 41(a)(1)(A)(ii) without prejudice. Signed by Judge Stanley R. Chesler on 4/26/16. (cm ) (Entered: 04/27/2016)

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PACER Service Center			
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<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	2:14-cv-00022-SRC-CLW Start date: 1/1/1970 End date: 7/14/2016
<b>Billable Pages:</b>	7	<b>Cost:</b>	0.70

# Exhibit 4



**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

**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 and Memorandum in Support of Final Approval of Class Action Settlement. 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 ("Plaintiffs," or

individually, “Plaintiff”), and appointed to act as Class Counsel on behalf of the Settlement Class.<sup>1</sup>

### ***Litigation and Settlement Negotiations***

3. Plaintiff Schlossberg, along with Richard Casagrand (who has since decided to pursue his claims on an individual basis), first filed suit against Gannett Co., Inc. (“Gannett” or “Defendant”) in October 2014 in the United States District Court for the District of New Jersey, seeking damages and an injunction for Gannett’s alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”). The case was captioned *Casagrand v. Gannett Co., Inc.*, No. 14-00022 (D.N.J.).

4. Shortly after the suit commenced, the Parties—assisted by a magistrate judge—agreed to a discovery schedule. At the same time (even while vigorously contesting the merits of the claims), the Parties began exploring the prospect of settling the dispute.

5. While discussing the potential for resolution, the Parties exchanged preliminary discovery covering such matters as the number of calls placed by or on behalf of Gannett, the manner in which Plaintiffs’ telephone numbers were obtained, contracts between Gannett and the third party entities making telephone calls on its behalf, and the equipment used to place the subject phone calls.

6. Despite the exchange of this information, the Parties continued to have significant disagreements about the value of the case and the appropriate settlement structure.

7. Nevertheless, both sides saw value in attempting to mediate the case and, about a year after the case was filed, agreed to a formal mediation session with the Honorable Layn

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<sup>1</sup> Unless otherwise noted, capitalized terms used in this Declaration take the meaning ascribed to them in the Parties’ Stipulation Of Class Action Settlement, which is being filed with the Court simultaneously with this Declaration as Exhibit 1 to Plaintiffs’ Memorandum in Support of Final Approval of Class Action Settlement.



Phillips, a retired federal judge. Although the Parties scheduled that mediation, they ultimately determined that additional information would be necessary for any productive attempt at resolution. And, due to scheduling conflicts with Judge Phillips, in October 2015 the Parties rescheduled their mediation with the Honorable Wayne Andersen, another retired and well-respected former Cook County and federal judge.

8. In advance of that mediation, Plaintiffs provided Gannett and Judge Andersen with comprehensive briefing on the merits and a proposed resolution, which outlined the strengths of Plaintiffs' case, the information obtained to date, and Plaintiffs' views on how any settlement would need to be structured. In response, Gannett informed Plaintiffs that it needed additional time to review Plaintiffs' positions and obtain even more information that it believed was relevant to the Parties' settlement efforts.

9. Following the submission of these detailed briefs and the informal exchange of information, the Parties sat down to mediate with Judge Andersen in February 2016.

10. Despite their efforts, that mediation failed to produce an agreement. Nevertheless, the Parties did agree to revisit the issue after exchanging further discovery and other information relevant to their negotiations. Additionally, and in hopes of resuming the negotiations, Class Counsel served a policy demand letter on Gannett's primary and two umbrella insurers.

11. Two months later, and after many back and forth communications, the Parties participated in what would be their final, day-long mediation session, again with Judge Andersen. An agreement in principle was not reached until *after* the mediation, however, and even though Judge Andersen made a mediator's proposal. Indeed, it was not until Class Counsel provided a counterproposal followed by continued discussions after the mediation that the Parties

were able to agree on the principal terms of a class-wide deal. And, even then, reducing that agreement to specific terms—and designing an appropriate notice plan—took many months.

12. One particular sticking point was deciding the appropriate jurisdiction in which to effectuate the Settlement. At the time the Parties reached their agreement, the appeal in *Spokeo, Inc. v. Robins*, 13-1339 (U.S.), was pending before the Supreme Court. Both Parties recognized that *Spokeo* threatened to deprive the federal court of jurisdiction over Plaintiffs’ claims, potentially wasting hundreds of thousands of dollars in settlement administration expenses.

13. In light of that uncertainty, the Parties determined that this Court was the appropriate venue in which to effectuate the settlement. As such, Schlossberg—along with Clark—re-filed the class action complaint in this Court on May 15, 2016.

14. This Court gave its preliminary approval to the Settlement on August 4, 2016, concluding that there was “good cause to believe that the settlement was fair, reasonable, and adequate,” and that the notice plan complied with due process. The Court also certified the Settlement Class for settlement purposes, concluding that the proposed class met all the requirements of 735 ILCS 5/2-801. Since that time the Parties have effectuated the Court-ordered notice plan.

#### ***The Settlement Class’s Reaction to the Settlement***

15. Class Counsel believe that the Settlement is fair, reasonable, and adequate and well within the range of possible approval.

16. At the time of filing Plaintiffs’ Motion For Final Approval Of Class Action Settlement, the deadlines for submitting opt-out requests and objections have expired. Not a single class member has objected to the terms of the Settlement. Only 27 individuals (that is, under 0.00001% of the Settlement Class) have opted out.

17. Based on the current rate of claims (over 45,000 filed to date), Class Counsel estimate that Settlement Class Members who submit an Approved Claim Form will receive approximately \$175.

18. After balancing the strength of this case against the obstacles, Class Counsel believes that accepting the relief afforded by the Settlement was in the best interest of Plaintiffs and the Class Members.

Further affiant sayeth naught.

Executed this 26th day of October 2016, at San Francisco, California.

/s/ Eve-Lynn J. Rapp

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# EXHIBIT 5

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

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

Plaintiffs,

v.

GANNETT CO., INC., a Delaware corporation,

Defendant.

Case No. 16 CH 06603

DECLARATION OF KATHLEEN  
WYATT REGARDING  
DISSEMINATION OF NOTICE

1 I, Kathleen Wyatt, hereby declare and state as follows:

2 **INTRODUCTION**

3 1. I am employed as a Senior Project Manager by Kurtzman Carson Consultants, LLC  
4 (“KCC”), located at 3301 Kerner Blvd., San Rafael, California. KCC was retained as the  
5 Settlement Administrator in this matter and as the Senior Project Manager I oversee the  
6 administrative services provided. I have personal knowledge of the facts set forth herein and, if  
7 called as a witness, could and would testify competently thereto.  
8

9 2. On or about June 29, 2016, KCC received from Class Counsel a list of class  
10 members and their cellular telephone numbers, to which defendant had made calls during the  
11 period of January 2, 2010 through August 4, 2016.

12 3. On or before August 26, 2016, KCC created a case-dedicated website for the matter  
13 at [www.GannettTCPASettlement.com](http://www.GannettTCPASettlement.com). (the “Settlement Website”). The Settlement Website  
14 provides users with the full-length long form notice attached hereto as **Exhibit A** (the “Long Form  
15 Notice”) as well as relevant court documents, important dates, answers to frequently asked  
16 questions, and claims filing functionality. The Settlement Website also provides contact  
17 information for Class Counsel and KCC.  
18

19 4. On or before August 26, 2016, KCC created a toll-free telephone number (855-730-  
20 8623) with a recorded message replicating the key information from the long form Notice,  
21 including the Frequently Asked Questions section of the Settlement Website. The message  
22 includes an option to speak to a live operator. Live operators are available Monday through Friday  
23 7:00 a.m. to 5:00 p.m. Pacific Standard Time.  
24

25 5. The list of potential class members provided to KCC included, as available, names,  
26 e-mail addresses, and mailing addresses of potential class members. After removing duplicates and  
27 invalid addresses, the list included 1,143,560 e-mail addresses and 1,438,411 postal addresses.  
28

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1           6.       On August 30, 2016, KCC e-mailed the class settlement notice attached hereto as  
2       **Exhibit B** (the "Email Notice") to the approximately 1,143,560 potential class members whose  
3       email addresses appeared on the list. Approximately 52,297 of those Email Notices bounced back.  
4       The 52,170 potential class members who had e-mail addresses that bounced, and who had valid  
5       postal addresses, were mailed the class settlement postcard notice attached hereto as **Exhibit C** (the  
6       "Postcard Notice").

7  
8           7.       On or before September 6, 2016, KCC mailed the the Postcard Notice to the  
9       potential class members for whom it had no e-mail addresses. KCC mailed approximately  
10      1,438,411 Postcard Notices to potential class members. Prior to the mailing of the Postcard Notice,  
11      the names and addresses were processed through the National Change of Address ("NCOA")  
12      database to update any change of address on file with the United States Postal Service ("USPS").

13           8.       With the combination of the e-mailed and mailed notices, KCC has sent direct  
14      notice to 99.92% of the potential class members.

15           9.       As part of its responsibilities as Settlement Administrator, KCC is also charged with  
16      establishing and overseeing the creation of a separate interest-bearing escrow account from which  
17      all payments of the Settlement Fund will be paid. In that regard, on August 25, 2016, KCC  
18      established an escrow account, in accordance with the terms set forth in the Settlement, with Bank  
19      of the West, and on September 6, 2016 Gannett deposited \$716,678 into the escrow account.  
20

21           10.      Since mailing the Postcard Notices, KCC has run the addresses of those that have  
22      been returned as undeliverable by the USPS through a skip trace vendor, and has updated and  
23      remailed the Postcard Notices as required.  
24

25           11.      The deadline for opt-out requests was October 21, 2016. To date, KCC has received  
26      27 requests to be excluded from the settlement. A true and correct list of the opt outs is attached  
27      hereto as **Exhibit D**.  
28





# EXHIBIT A

## **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 of the called party between January 2, 2010 and August 4, 2016.
- 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.

QUESTIONS? CALL 1-855-730-8623 TOLL FREE OR VISIT [WWW.GANNETTTCPASSETTLEMENT.COM](http://WWW.GANNETTTCPASSETTLEMENT.COM)

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	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.

QUESTIONS? CALL 1-855-730-8623 TOLL FREE OR VISIT [WWW.GANNETTTCPASSETTLEMENT.COM](http://WWW.GANNETTTCPASSETTLEMENT.COM)

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

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

Defendant denies these allegations and denies that the telephone calls violated the law. No court has decided who is right. Plaintiffs and Gannett are entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by Defendant. More information about the complaint in the lawsuit and the Defendant's answers can be found in the "Court Documents" section of the settlement website at [www.GannettTCPASettlement.com](http://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 without prior express consent of the called party between January 2, 2010 and the date of Preliminary Approval [August 4, 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

### 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 **November 5, 2016**. The amount Class Members will receive will depend on the total number of valid claims received.

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

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

### HOW TO GET BENEFITS

### 8. How do I make a claim?

If you want to get settlement benefits, you must fill out and submit a valid Claim Form. An online Claim Form is available on this website and can be filled out and submitted online. If you received an email or postcard summary notice about the Settlement, such notices will tell you how to submit a Claim Form. You can also get a paper Claim Form by calling **1-855-730-8623**. 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 **November 9, 2016**. 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 bound by the Court's judgments related to the Class and the Defendant in this class action.

### 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 **October 21, 2016** to:

*Clark and Schlossberg v. Gannett*  
Settlement Administrator  
P.O. Box 43429  
Providence, RI 02940-9953

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 **October 21, 2016**. Your objection should be sent to the Circuit Court of Cook County at the following address:

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

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

The objection must be in writing and include the case name *Clark and Schlossberg v. Gannett Co., Inc.*, Case No. 16-CH-06603. Your objection must be personally signed and include the following information: (1) your name and current address, (2) the specific grounds for your objection, (3) all arguments, cases, 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 **October 7, 2016**.

#### 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 **11:00 am CST on November 9, 2016** 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](http://www.GannettTCPASettlement.com) or through the Court's online docket search at [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org).

#### 21. Do I have to come to the hearing?

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

#### 22. May I speak at the hearing?

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

#### GETTING MORE INFORMATION

#### 23. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [www.GannettTCPASettlement.com](http://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](http://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.**

QUESTIONS? CALL 1-855-730-8623 TOLL FREE OR VISIT [WWW.GANNETTTCPASSETTLEMENT.COM](http://WWW.GANNETTTCPASSETTLEMENT.COM)

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10/26/2016 5:23 PM  
2016-CH-06603  
PC-18

# EXHIBIT B

CLAIM ID: 12345678

PIN CODE: 987654

## 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](http://www.GannettTCPASettlement.com) or call 1-855-730-8623.

*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.

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**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 August 4, 2016.

- **What Can I Get Out of the Settlement?** If you're eligible and the Court approves the Settlement, you could receive a *pro rata* share of a \$13,800,000.00 Settlement Fund that Gannett has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive awards, and attorneys' fees have been paid.
- **How Do I Get My Payment?** Just complete and verify the short and simple Claim Form available at [www.GannettTCPASettlement.com](http://www.GannettTCPASettlement.com). You can also call **1-855-730-8623** to request a paper copy of the Claim Form. *All Claim Forms must be received by November 5, 2016.*
- **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 October 21, 2016.*
- **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 **11:00 am CST on November 9, 2016** 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](http://www.GannettTCPASettlement.com) for complete information.*



# EXHIBIT C

## LEGAL NOTICE

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

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

A Circuit Court of Cook County, Illinois State Court authorized this notice. The court is not being sued. This is not a solicitation from a lawyer.

**See reverse for details.**

**For complete information, visit [www.GannettTCPASettlement.com](http://www.GannettTCPASettlement.com) or call 1-855-730-8623.**

*Clark and Schlossberg v. Gannett*  
Settlement Administrator  
P.O. Box 43429  
Providence, RI 02940-3429

2D



Postal Service: Please Do Not Mark Barcode

GCD-<<Claim7>>.<<CkDig>>

PIN Code: <<PIN>>

<<FName>> <<LName>>

<<Addr1>> <<Addr2>>

<<City>>, <<State>> <<Zip>>

Presorted  
First-Class Mail  
US Postage  
**PAID**  
Permit #219  
Petaluma, CA

**GCD**

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 August 4, 2016.

**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 \$3,000,000.00 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](http://www.GannettTCPASettlement.com). You can also call 1-855-730-8623 for a paper copy of the Claim Form. ***All Claim Forms must be received by November 5, 2016.***

**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 involved 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 October 21, 2016.***

**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 November 9, 2016 at 11:00 am CST 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](http://www.GannettTCPASettlement.com) for complete information.***

# EXHIBIT D

ClaimID	FirstName	LastName	City	State	Zip	OptOut
GCD-112163912	ANJU	GOYAL	W BLOOMFIELD	MI	48322	9/10/2016
GCD-115346473	THERESA R	LEPAK	STEVENS POINT	WI	54481	9/10/2016
GCD-117228150	VERNON	HAWKINS	TUCSON	AZ	85742	9/10/2016
GCD-116617993	MARGARET	REMZ	EL PASO	TX	79912	9/12/2016
GCD-119499215	MARSHA	SPERRY	PT PLEASANT	NJ	8742	9/12/2016
GCD-101886535	MARY LOU	KELLY	ROCKAWAY	NJ	7866	9/13/2016
GCD-108435768	IONA	VASS	CRISFIELD	MD	21817	9/13/2016
GCD-114518416	GARY	MECHA	MILWAUKEE	WI	53221	9/13/2016
GCD-105232025	JOE	BLEDSE	NASHVILLE	TN	37218	9/14/2016
GCD-105749524	PATRICIA	KENDRICK	MURFREESBORO	TN	37128	9/14/2016
GCD-102141045	BARBARA	SHELL	MIDDLETOWN	IN	47356	9/15/2016
GCD-104843411	MARK	MOREHEAD	FORT MYERS	FL	33913	9/16/2016
GCD-113240333	ANN	PACIARONI	DENVER	CO	80231	9/16/2016
GCD-119338343	JARI	MCCOY	LANSING	MI	48917	9/17/2016
GCD-106645129	SUE	MARSHALL	EATON RAPIDS	MI	48827	9/19/2016
GCD-113796080	MINNIE	WILLIAMS	HATTIESBURG	MS	39401	9/19/2016
GCD-123896177	BRANDEN	RENNER	CARMEL	IN	46032	9/19/2016
GCD-125634846	BRENDA	BROWN	INDIANAPOLIS	IN	46237	9/19/2016
GCD-101871171	SUSAN	LAW	SHORTER	AL	36075	9/20/2016
GCD-120590395	MARIE	GRINSTENIER	INDIANAPOLIS	IN	46240	9/21/2016
GCD-124614035	DAVID	ROTH	FAIRLAND	IN	46126	10/3/2016
GCD-103852395	KATHY	GIBBONS	EATONTOWN	NJ	7724	10/6/2016
GCD-113448813	KATHLEEN	COUSINO	TOLEDO	OH	43604	10/11/2016
GCD-123843898	NICOLE	UNOSKI	MONTVILLE	NJ	7045	10/11/2016
GCD-113410000	HOWARD	CHEN	PHOENIX	AZ	85004	10/13/2016
GCD-101814208	A	ROBINSON	TALLAHASSEE	FL	32308	10/14/2016
GCD-118136852	LUISA	MARTINEZ	CHAMBERINO	NM	88027	10/18/2016

# Chancery DIVISION

## Litigant List

Printed on 10/27/2016

Case Number: 2016-CH-06603

Page 1 of 1

### 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