

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: LOCAL TV ADVERTISING
ANTITRUST LITIGATION**

This document applies to all actions.

Master Docket No. 18-06785

MDL No. 2867

Honorable Virginia M. Kendall

**PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH
DEFENDANTS CBS, FOX, THE COX ENTITIES, AND SHAREBUILDERS**

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Plaintiffs,¹ by and through their undersigned counsel, respectfully move this Court to enter final approval of the settlements with the Settling Defendants² CBS, Fox, the Cox Entities and ShareBuilders (collectively, “Settlements” or “Settlement Agreements”).³ The bases supporting Plaintiffs’ motion are set forth below and in the accompanying Second Declaration of Megan E. Jones (“Second Jones Decl.”) and Declaration of Gina M. Intrepido-Bowden in Support of Plaintiffs’ Motion For Final Approval Of Settlements with Defendants Cbs, Fox, the Cox Entities, and Sharebuilders (“Second JND Decl.”).

I. INTRODUCTION

The Settlements collectively provide \$48,000,000 (“Settlement Amount”) in relief to the Settlement Class Members⁴ while eliminating the risk, uncertainty, and expense of continuing

¹ “Plaintiffs” refers to One Source Heating & Cooling, LLC, ThoughtWorx, Inc. d/b/a MCM Services Group, Hunt Adkins, Inc., and Fish Furniture.

² “Settling Defendants” refers to (1) CBS Corp. n/k/a Paramount Global (“CBS”); (2) Fox Corp. (“Fox”); (3) Cox Media Group, LLC (“CMG LLC”), Cox Enterprises, Inc. (“CEI”), CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group) (“CMG”), and Cox Reps, Inc. (“CoxReps”) (CoxReps, CMG LLC, CEI, and CMG are collectively referred to herein as the “Cox Entities”); and (4) ShareBuilders, Inc. (“ShareBuilders”).

³ The Settlement Agreements are attached as Exhibit 1 (“CBS Settlement”), Exhibit 2 (“Fox Settlement”), Exhibit 3 (“Cox Entities Settlement”), and Exhibit 4 (“ShareBuilders Settlement”) to the Declaration of Megan E. Jones (“First Jones Decl.”) submitted in support of Plaintiffs’ Motion for Preliminary Approval. ECF No. [982-1](#).

⁴ Each of the four Settlements contains the same class definition:

All persons and entities in the United States who purchased broadcast television spot advertising directly from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations, including anyone who directly paid one or more Defendants for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Settlement Class Period”). Excluded from the settlement Class are Defendants, their parent companies, subsidiaries, affiliates, officers, directors, employees, assigns, successors, agents, family members, or co-conspirators; the court, court staff, defense counsel, all respective immediate family members of these excluded entities, federal governmental entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

As used throughout this document, “Settlement Classes” refers to the four classes as defined above. Unless otherwise stated, capitalized defined terms used herein have the same meanings ascribed in the Settlement

litigation, and preserving Plaintiffs' right to obtain additional settlements or judgments against the numerous remaining Non-Settling Defendants.⁵ Additionally, all Settling Defendants will provide meaningful cooperation, which will assist Plaintiffs in the prosecution of their claims against the Non-Settling Defendants.⁶

In granting preliminary approval of these Settlements, the Court found they fell within the range of reasonableness and ordered notice to be provided to the Settlement Class Members. *See* Preliminary Approval Order at 2 (ECF No. [991](#); hereinafter, the "Preliminary Approval Order"). Since then, Settlement Class Counsel⁷ and JND Legal Administration ("JND"), the Court-appointed claims administrator,⁸ have executed the Notice Plan in accordance with the Court's Preliminary Approval Order and the subsequently agreed-to modifications.⁹ *See* Preliminary Approval Order at 25; *see also* Decl. of Gina M. Intrepido-Bowden (ECF No. [988-1](#); hereinafter, the "First JND Decl."). This process has confirmed that the Settlements are fair, reasonable, and

Agreements.

⁵ Under the Settlements, Fox has agreed to \$6,000,000 (six million dollars), CBS has agreed to pay \$5,000,000 (five million dollars) and the Cox Entities have agreed to pay \$37,000,000 (thirty-seven million dollars), collectively providing \$48,000,000 (forty-eight million dollars) to the Settlement Classes before deducting any Court-approved fees and expenses. *See* First Jones Decl., ECF No. [982-1](#), ¶¶ 21, 23, 25.

⁶ "Non-Settling Defendants" refers to Raycom Media Inc. ("Raycom"), Meredith Corporation ("Meredith"), Griffin Communications, LLC ("Griffin"), Nexstar Media Group, Inc. ("Nexstar"), Dreamcatcher Broadcasting, LLC ("Dreamcatcher"), Sinclair Broadcasting Group, Inc. ("Sinclair"), Tribune Broadcasting Company, LLC ("Tribune Broadcasting") and Tribune Media Company ("Tribune Media") (collectively, "Tribune," and with Dreamcatcher and Nexstar, "Nexstar Group"), The E.W. Scripps Company ("Scripps"), and TEGNA Inc. ("TEGNA").

⁷ After serving as Interim Lead Counsel (ECF Nos. [170](#), [356](#)), this Court appointed Megan Jones of Hausfeld LLP as Settlement Class Counsel in the Preliminary Approval Order.

⁸ Order Appointing Settlement Administrator, Approving Settlement Notice Program and Compelling Production of Customer Contact Information at 1 (ECF NO. [994](#); hereinafter the "Settlement Administration Order").

⁹ Pursuant to Non-Settling Defendants Motion to Reconsider, Vacate, and/or Stay Orders Regarding Preliminary Approval of Settlement and Notice (ECF No. [1000](#)), the Court ordered the parties to meet and confer regarding modest changes to the Notice language (ECF No. [1010](#)). Such agreed-to modifications were incorporated into the Notice. *See* Second JND Decl., ¶¶ 4-5.

adequate, and should be granted final approval by the Court. The reaction of the Settlement Class Members has been uniformly positive, with no member of the Settlement Class objecting to the Settlements as of the date of this filing, and only one member of the class requesting exclusion from the Settlement Class as of the filing of this motion.¹⁰ *See* Second JND Decl., ¶¶ 30-31.

Plaintiffs therefore respectfully request that the Court grant final approval to the Settlements pursuant to Federal Rule of Civil Procedure 23(e); approve Plaintiffs' plan of allocation, which provides a fair and reasonable method of determining each class member's allocated share based upon each class member's purchases; and enter a Final Judgment and Order terminating the litigation between Class Members and the Settling Defendants.

II. BACKGROUND

A. Litigation History

The extensive history of this litigation was recited at length in Plaintiffs' Motion for Preliminary Approval of Settlements with Defendants CBS, Fox, the Cox Entities, and ShareBuilders (ECF No. [982](#), hereinafter the "Preliminary Approval Motion") and Motion for Interim Payment of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards (ECF No. [1080](#); hereinafter, the "Fee & Expense Motion"). Plaintiffs incorporate by reference the litigation history set forth in those briefs as if set forth fully herein.

Since the filing of the Preliminary Approval Motion, Plaintiffs have continued to vigorously prosecute this lawsuit, filing additional motions to compel, taking depositions, and reviewing documents. Second Jones Decl. ¶¶ 4-6. In addition, the Special Master, appointed to review challenged assertions of privilege, published his Report and Recommendation No. 1 regarding extensive claims of privilege over antitrust policies and manuals. ECF No. [1030](#). Based

¹⁰ Per the Notice schedule, Settlement Class Members have until October 26, 2023 to object or request exclusion.

on his *in camera* review of the withheld documents, he found most documents not privileged and recommended that the Court order their production. *Id.* at 55 & Exs. 1-6. Defendants filed an omnibus objection to the Report and Recommendation No. 1 (ECF No. [1030](#)) to which Plaintiffs responded, pointing out that the parties provided the Special Master with all of the privilege logs, briefing, and well over 100 cases for his review. *See* ECF No. [1060](#). Finally, Plaintiffs have been working with Settling Defendants to ensure they provided the agreed upon cooperation and will continue to work with them to maximize the benefit for the Settlement Classes. *See* Second Jones Decl., ¶ 8. Plaintiffs have confirmed that each of the Settling Defendants timely fulfilled their Class Action Fairness Act (“CAFA”) reporting obligations. *Id.*, ¶ 3.

B. Summary of the Settlement Negotiations and Terms

The Settlement Agreements: (1) are the result of extensive good-faith and hard-fought negotiations between knowledgeable and skilled counsel; (2) were entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced class counsel, are fair, reasonable, and adequate. Based on both the monetary and cooperation elements of the Settlement Agreements, Class Counsel believes the Settlement Agreements are in the best interests of the Settlement Class Members and should be approved by the Court. *See* Preliminary Approval Order, ECF No. [991](#) at 9.

1. *The CBS, Fox, and Cox Entities Settlements*

The Settlement Agreements with CBS, Fox, and Cox Entities were reached through confidential, protracted, and arm’s-length settlement negotiations. *See* First Jones Decl., ECF No. [982-1](#), ¶¶ 18-25. The Settlements were the product of a negotiation process that commenced in the Summer of 2021 and in January of 2022 and included, at times, the assistance of skilled mediators. *Id.* Moreover, as this litigation has been pending for over five years, the parties have had ample opportunity to assess the merits of Plaintiffs’ claims and CBS’s, Fox’s, and the Cox Entities’

defenses, through investigation, discovery, research, settlement discussions and contested motion practice. Plaintiffs were then able to balance the value of Settlement Class Members' claims against the substantial risks and expenses of continuing litigation. In 2021 and in 2022, the parties reached an agreement in principle to settle. *Id.*

The parties ultimately executed these Settlement Agreements in May of 2023. *See* First Jones Decl., ECF No. [982-1](#), Exs. 1-3. These three Settlements' core terms and the value to the Settlement Classes are substantially similar to each other, and the Settlement Amount reflects the size and other factors affecting these Settling Defendants. These Settlements provide a total of \$48,000,000 in recovery to the Settlement Classes. *Id.*, ¶¶ 21, 23, 25. In addition to monetary relief, Defendants CBS, Fox and the Cox Entities agreed to provide Plaintiffs and the proposed Class with valuable cooperation in the continued prosecution of their claims against the Non-Settling Defendants.¹¹

2. *The ShareBuilders Settlement*

Plaintiffs also reached a Settlement Agreement with ShareBuilders through a confidential, arm's-length settlement negotiation. *See* First Jones Decl., ECF No. [982-1](#), ¶ 26. This Settlement

¹¹ This includes Fox's and CBS's providing Plaintiffs with the following: (1) all documents previously produced by CBS and Fox to the DOJ in connection with [United States v. Sinclair Broadcast Grp., Inc. et al., Case No. 18-cv-2609 \(D.D.C. 2018\)](#); (2) documents responsive to Plaintiffs' First Set of Request for Documents, as limited by the parties' agreements regarding scope, custodians, search terms and privilege; (3) structured data for its stations for the time period from January 1, 2013 through December 31, 2020; (4) an attorney proffer regarding the broadcast television spot advertising industry and facts reasonably known to CBS and Fox that are relevant to the claims asserted in the Action; and (5) declarations, certifications, or affidavits regarding the authenticity and admissibility of documents. This also includes the Cox Entities providing Plaintiffs with: (1) documents responsive to Plaintiffs' Rule 45 subpoena served on CoxReps; (2) assistance with respect to questions about the transactional data that CMG produced; (3) attorney proffers related to Cox Reps and CMG, including a description of facts reasonably known to CoxReps and/or CMG that are relevant to the claims asserted in the Action; (4) declarations, certifications, or affidavits, regarding the authenticity and admissibility of documents; (5) witnesses for one 30(b)(6) deposition each of CMG and CoxReps; and (6) up to five witnesses at the trial against the remaining Defendants. *See* Preliminary Approval Order, ECF No. [991](#) at 12-15.

was the product of a negotiation process that commenced prior to the filing of Plaintiffs' Third Amended Complaint, which added ShareBuilders as a Defendant. *See* Preliminary Approval Order, ECF No. [991](#) at 16. As this litigation has been pending for over five years (one and half years against ShareBuilders), the parties have had sufficient opportunity to assess the merits of Plaintiffs' claims and ShareBuilder's defenses, through investigation, discovery, research, settlement discussions and contested motion practice. Following a mediation session with an experienced mediator, the parties reached an agreement in principle to settle for cooperation only. *See* First Jones Decl., ECF No. [982-1](#), ¶ 26.¹²

3. *The Release*

In exchange for the settlement payments and cooperation, Plaintiffs agreed to release the Settling Defendants from all claims from any members of the Settling Classes who do not opt-out concerning the purchase of Broadcast Television Spot Advertisements based in whole or in part on the facts, occurrences, transactions, or matters alleged in this Action, or which could have been alleged in this Action. *See* Settlement Agreements, First Jones Decl., ECF No. [982-1](#), Ex. 1 at ¶ 4, Ex. 2 at ¶ 4, Ex. 3 at ¶ 4, Ex. 4 at ¶ 4. The releases do not extend to other Defendants or to unrelated claims that are not the subject matter of the lawsuit.

¹² ShareBuilders' valuable cooperation includes providing Plaintiffs' with the following: (1) documents responsive to Plaintiffs' First Set of Requests for Production of Documents served on ShareBuilders; (2) a demonstration of how it uses its algorithm(s) and related electronic code and an ability to inspect the algorithm(s) under mutually agreed terms; (3) assistance with respect to questions about the algorithm(s); (4) attorney proffers regarding the broadcast television spot advertising industry and facts known to ShareBuilders that are relevant to the claims asserted in the Action; (5) up to four witnesses, including Erin Koller and Austin Locke, for witness interviews (the "ShareBuilders Witnesses"); (6) up to four of the ShareBuilders Witnesses for depositions; (7) up to four of the ShareBuilders Witnesses to testify at trial; (8) a 30(b)(6) deposition with up to ten (10) topics; and (9) declarations, certifications, or affidavits regarding the authentication and admissibility of ShareBuilders' documents. *See* First Jones Decl., ECF No. [982-1](#). The parties ultimately executed the Settlement Agreement on May 10, 2023. *Id.*, Ex. 4.

4. ***Payment of Taxes, Notice & Administration Costs, Fees, Expenses, and Service Awards***

Pursuant to the terms of the Settlement Agreements, notice costs, claims administration, and processing and distribution may be deducted directly from the Settlement Amount. *See* First Jones Decl., ECF No. [982-1](#), Ex. 1 at ¶ 9, Ex. 2 at ¶ 9, Ex. 3 at ¶ 9. JND believes that notice and administration of these settlements can be completed for no more than \$800,000.00. *See* ECF No. [1080-1](#), ¶ 76.¹³

Subject to the approval and direction of the Court, the Settlement Amount (with accrued interest) will be used to: (1) pay for notice costs and costs incurred in the administration and distribution of the Settlements; (2) pay taxes and tax-related costs associated with the escrow account for proceeds from the Settlements;¹⁴ (3) make a distribution to Settlement Class Members in accordance with a plan of distribution to be filed in the future; (4) pay attorneys' fees and costs to Settlement Class Counsel; and (5) pay modest service awards to named Plaintiffs for their valuable contribution to achieving this significant result for the Settlement Classes.

C. **The Notice Program**

The Notice Plan was implemented by the Court-appointed settlement administrator, JND (*See* Order Appointing Settlement Administrator and Approving Settlement Notice Program, ECF No. [994](#) at 1). Using customer information obtained from Defendants, JND mailed 88,863 print notices and emailed electronic notices to 25,711 unique Class Members as of the filing of this motion. *See* JND Decl., ¶¶ 10-14. A very high percentage of both physical and electronic mail addresses— over 80% in both instances – were delivered and not returned. JND also published notice through the

¹³ Any notice and administration costs above \$800,000 will only be paid from the Settlement Funds subject to further application by Class Counsel and Court approval.

¹⁴ Plaintiffs request that the payment of any taxes and notice costs up to \$800,000 be made from the settlement funds without further order of the court.

following digital banner advertisements: LinkedIn, the Google Display Network and key industry websites (e.g., AdAge.com, AdWeek.com, MarketingWeek.com, MediaPost.com, TVNewsCheck.com) through the digital trade desk (“OMtd”). *Id.*, ¶¶ 16-17. JND is working with Class Counsel to deliver Reminder Notices via mail and multiple rounds of email to Settlement Class Members who have yet to file a claim or request exclusion from the Settlement. This reminder effort will continue up to the October 26, 2023 claims deadline. *Id.*, ¶ 32.

In addition, JND continues to maintain the case website (viewed over 34,000 times), where Settlement Class Members can view and print important documents and obtain other information related to the litigation. Second JND Decl., ¶¶ 18, 22, 24. The Settlement Notice documents informed Settlement Class Members regarding the attorneys’ fees, costs, and service awards that would be sought by the class representatives and Settlement Class Counsel at a later date. *Id.*, ¶ 22.

JND also continues to maintain a toll-free call-in number to answer Class Members’ questions. Second JND Decl., ¶¶ 22, 25-26. JND has fielded hundreds of calls to this number from Settlement Class Members or other individuals. *Id.*, ¶ 26. JND will continue to maintain the toll-free number throughout the administration process. *Id.*

The Settlement Administrator reviewed and processed the sole request for exclusion to date. Second JND Decl., ¶ 31. This process included determining the timeliness and validity of the request for exclusion and identifying the entity that fell within the scope of valid request for exclusion. *Id.*

III. THE SETTLEMENTS SATISFY THE STANDARD FOR FINAL APPROVAL

There is an overriding public interest in settling litigation, and this is particularly true in class actions. See [Isby v. Bayh, 75 F.3d 1191, 1196 \(7th Cir. 1996\)](#) (“Federal courts naturally favor the settlement of class action litigation.”); [E.E.O.C. v. Hiram Walker & Sons, Inc., 768 F.2d 884, 888-89 \(7th Cir. 1985\)](#) (noting that there is a “general policy favoring voluntary settlements of

class action disputes”); [Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee](#), 616 F.2d 305, 312 (7th Cir. 1980) (“It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement.”), *overruled on other grounds*, [Felzen v. Andreas](#), 134 F.3d 873 (7th Cir. 1998). Class action settlements “minimize[] the litigation expenses of the parties and also reduce the strain such litigation imposes upon already scarce judicial resources.” [Armstrong](#), 616 F.2d at 313 (citing [Cotton v. Hinton](#), 559 F.2d 1326, 1331 (5th Cir. 1977)). However, a class action may be settled only with court approval. [Fed. R. Civ. P. 23\(e\)](#).

Any dismissal, compromise, or settlement of a class action is subject to court approval. Rule 23 jurisprudence has led to a defined procedure and specific criteria for class action settlement approval, namely: certification of a settlement class and preliminary approval of the proposed settlement; dissemination of notice of the settlement to all affected class members, including an opportunity to object to the proposed settlement; and a fairness hearing at which class members may be heard regarding the settlement, and counsel may present evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement. See [4 Newberg and Rubenstein on Class Actions, §§ 13:39, et seq. Final Judicial Approval of Proposed Class Action Settlements \(6th ed.\)](#). This procedure safeguards class members’ due process rights and enables the Court to fulfill its role as the guardian of class interests. See *id.*

A. The Court-Approved Notice Program Satisfies Due Process and Has Been Fully Implemented.

“[U]pon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3) [] the court must direct to class members [] the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” [Fed. R. Civ. P. 23\(c\)\(2\)\(B\)](#). Rule 23(e)(1) provides that a court must direct notice in a “reasonable manner” to all class members who would be bound by a

proposed settlement. A settlement notice is a summary, not a complete source, of information. *See, e.g., Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1153 (8th Cir. 1999); *Weinberger v. Kendrick*, 698 F.2d 61, 70 (2d Cir. 1982); *Mangone v. First USA Bank*, 206 F.R.D. 222, 233 (S.D. Ill. 2001); . The Court-approved Notice Program related to the Settlements has been successfully implemented and Settlement Class Members have been notified of the Settlements. *See generally* Second JND Decl.

For all the reasons set forth in the Court's Preliminary Approval and Notice Order, the Notice Program and forms of notice used here satisfy these requirements. The Notice sets forth all information required by Rule 23(c)(2)(B) and 23(e)(1) and informs the Classes about (1) the settlement terms, (2) the right to object and the manner for objecting to the settlement and Class Counsel's request for fees, expenses, and service awards, (3) the general terms of the proposed Plan of Allocation and that Class Members can find more information about the proposed Plan of Allocation on the settlement website, and (4) the requirements regarding the filing of a claim to share in the proceeds of the Settlement Fund in accordance with the Plan of Allocation. Class Members were also advised that they could obtain a Claim Form by contacting the claims administrator or from the website dedicated to this litigation.

1. The Approved Notice Program Satisfies Due Process and the Rules

The Notice Program approved by this Court (*see* Preliminary Approval Order, ECF No. [991 at 1](#), as modified at ECF Nos. [1036](#) & [1067](#)) was composed of direct notice to Settlement Class Members as well as digital and print publication notice in order to maximize the likelihood of actual notice. This notice program is commonly used in class actions like this one. *See In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 351 (N.D. Ill. 2010) (finding sufficient notice sent through monthly bill and text message to current customers, email to former customers, and publication); *City of Greenville v. Syngenta Crop Prot., Inc.*, 2012 WL 1948153, at *4 (S.D.

[Ill. May 30, 2012](#)) (finding direct mail and publication sufficient); [Fed. R. Civ. P. 23\(c\)\(2\)\(B\)](#). It constitutes valid, due, and sufficient notice to Settlement Class Members, and in many instances is the best notice practicable under the circumstances. Second JND Decl., ¶¶ 34-35.

2. *The Content of the Approved Notice Satisfies Due Process and the Rules*

The content of the Court-approved notices complies with the requirements of Rule 23(c)(2)(b). Both the email and long-form notice clearly and concisely explain in plain English the nature of the action and the terms of the Settlements. Second JND Decl., ¶¶ 10, 23. The notices provided a clear description of who is a member of the Settlement Classes and the binding effects of Settlement Class membership. *Id.* They also explain how to exclude oneself from the Settlement Classes, how to object to the Settlements, and how to contact Settlement Class Counsel. *Id.* The notices also explain that they provided only a summary of the Settlements, and that the Settlement Agreements, as well as other important documents related to the litigation, are available online at www.tvadssettlement.com. See First JND Decl., ECF No. [988-1](#), Exs. B, F.

B. The Court Should Approve the Plan of Allocation.

The Court preliminarily approved the proposed Plan of Allocation in its Preliminary Approval Order. ECF No. [991](#). “As with all aspects of class action settlements, [the court] must ensure that any allocation plan is reasonable and equitable to all class members.” [Summers v. UAL Corp. ESOP Comm.](#), 2005 WL 3159450, at *2 (N.D. Ill. Nov. 22, 2005); [Heekin v. Anthem, Inc.](#), 2012 WL 5472087, at *3 (S.D. Ind. Nov. 9, 2012) (“As with the approval of a settlement, courts must determine whether the plan for allocation of settlement funds is fair, reasonable, and adequate.”). “Federal courts have held that an allocation plan that reimburses class members based on the extent of their injuries is generally reasonable.” [Lucas v. Vee Pak, Inc.](#), 2017 WL 6733688, at *13 (N.D. Ill. Dec. 20, 2017) (collecting cases). Here, Plaintiffs proposed that the Settlement

Amount would be distributed *pro rata*. Courts generally find that distributing settlement funds on a *pro rata* basis to class members is fair and reasonable. See e.g., [Summers, 2005 WL 3159450](#), at *2 (“Given that the settlement funds in the instant action will be disbursed on a *pro rata* basis to all class members, we find that the allocation plan is reasonable[.]”).

C. The Settlements Are Fair, Reasonable, and Adequate, and Should Be Granted Final Approval.

The standard for final approval of a class action settlement is whether the settlement is fair, reasonable, and adequate. See [Fed. R. Civ. P. 23](#); [Uhl v. Thoroughbred Tech. & Telecomms., Inc.](#), 309 F.3d 978, 986 (7th Cir. 2002); [Isby, 75 F.3d at 1198-99](#); see also [In re Broiler Chicken Antitrust Litig.](#), No. 1:16-cv-08637, ECF No. 5396 at ¶ 6 (N.D. Ill. Jan. 27, 2022) (finding Settlement Agreements to be fair, reasonable and adequate to the Settlement Class and granting final approval); [In re Turkey Antitrust Litig.](#), No. 19-cv-08318, ECF No. 406 at ¶ 6 (N.D. Ill. Feb. 3, 2022) (same). There is an overriding public interest in settling litigation, and this is particularly true in class actions. See [Isby, 75 F.3d at 1196](#) (“Federal courts naturally favor the settlement of class action litigation.”). Class action settlements minimize the litigation expenses of the parties and reduce the strain such litigation imposes upon already scarce judicial resources. See [Armstrong, 616 F.2d at 313](#).

Evaluation and approval of a class action settlement are committed to the sound discretion of the Court. See [Isby, 75 F.3d at 1196-97](#). The proper focus “is upon ‘the general principles governing approval of class action settlements’ and not upon the ‘substantive law governing the claims asserted in the litigation.’” *Id.* at 1197 (quoting [Armstrong, 616 F.2d at 315](#)). As part of the Court having wide latitude in making its determination, there is “no requirement that an evidentiary hearing be conducted as a precondition to approving a settlement in a class action suit.” [Depoister v. Mary M. Holloway Found.](#), 36 F.3d 582, 586 (7th Cir. 1994). See [Mars Steel Corp. v. Cont'l](#)

Illinois Nat. Bank & Tr. Co. of Chicago, 834 F.2d 677, 684 (7th Cir. 1987) (holding “there is no ironclad requirement of [an evidentiary] hearing”).

In evaluating the fairness of a proposed class action settlement, the Seventh Circuit set forth a list of six factors for courts to evaluate in deciding whether a settlement warrants final approval: (1) the strength of plaintiffs’ case compared to the amount of defendants’ settlement offer; (2) an assessment of the likely complexity, length and expense of the litigation; (3) an evaluation of the amount of opposition to settlement among affected parties; (4) the reaction of the class members; (5) the opinion of competent counsel; and, (6) the stage of the proceedings and the amount of discovery completed at the time of settlement. See Isby, 75 F.3d at 1198-99; Wong v. Accretive Health, Inc., 773 F.3d 859, 863 (7th Cir. 2014). These factors satisfy the standard for settlements that both allow the Plaintiffs to continue their prosecution against the remaining Defendants and will enable the Plaintiffs to maximize their recovery from the remaining Defendants. As the Seventh Circuit has recognized, “[i]n complex litigation with a plaintiff class, partial settlements often play a vital role in resolving class actions.” Agretti v. ANR Freight Sys., Inc., 982 F.2d 242, 247 (7th Cir. 1992) (cleaned up).

In addition, there is an initial presumption that a proposed class action settlement is fair, reasonable, and adequate when the settlement was the result of arm’s-length negotiations. See 4 Newberg and Rubenstein on Class Actions, § 13:43 Presumptions Governing Approval Process—Generally (6th ed.); Great Neck Cap. Appreciation Inv. P’ship, L.P. v. PricewaterhouseCoopers, L.L.P., 212 F.R.D. 400, 410 (E.D. Wis. 2002).

As demonstrated below, consideration of the relevant factors further supports final approval of the Settlement Agreement.

1. The Strength of Plaintiffs’ Case Compared to the Terms of the Settlement
a. The Settlements Provide a Substantial Recovery to the Settlement Class

The Seventh Circuit “deemed the first factor to be the most important” [Isby, 75 F.3d at 1199](#) (“The district court properly recognized that the first factor, the relative strength of plaintiffs’ case on the merits as compared to what the defendants offer by way of settlement, is the most important consideration.”). When there are no “suspicious circumstances” surrounding a settlement reached through arms’ length negotiations by experienced counsel after the parties have sufficiently explored the merits of the case, a court may approve a settlement without quantifying the value of continued litigation.” [Wong, 773 F.3d at 863-64](#).

As the Court is aware, the parties have explored the merits of the case by extensive discovery before reaching the Settlement. As noted herein and in Plaintiffs’ prior submissions in support of preliminary approval of this Settlement, ECF No. [982](#), and for attorneys’ fees, ECF No. [1080](#), the Settlement was reached many years into litigation. Further, the negotiations leading to the Settlement were engaged in at arm’s length by highly experienced counsel. No “suspicious circumstances” are present.

The consideration from CBS, Fox, the Cox Entities and ShareBuilders for the Settlements (*i.e.*, “the amount of defendants’ settlement offer,” [Isby, 75 F.3d at 1199](#)) is significant—totaling \$48,000,000—and provides considerable benefits to the Settlement Classes, including but not limited to meaningful cooperation. The proposed Settlements do not affect the potential full recovery of damages for the Settlement Classes under the antitrust laws; the remaining Defendants will be jointly and severally liable for injuries incurred because of the conspiracy Plaintiffs allege. *See Paper Sys. Inc. v. Nippon Paper Indus. Co.*, [281 F.3d 629, 632 \(7th Cir. 2002\)](#) (“[E]ach member of a conspiracy is liable for all damages caused by the conspiracy’s entire output.”) (citing

Tex. Indus., Inc. v. Radcliff Materials, Inc., 451 U.S. 630 (1981)).

In addition, the cooperation component of each Settlement will provide Plaintiffs with strategic advantages and increase the value of this case to the absent class members as Plaintiffs continue to litigate against the Non-Settling Defendants. For decades, courts around the country have recognized the benefit of cooperation in settlements in antitrust class actions, including cooperation-only settlements.¹⁵

2. *The Complexity, Length and Expense of the Continuing Litigation*

When settlement enables the parties to avoid the costs and risks of litigating complex issues, this factor weighs in favor of final approval. *Isby*, 75 F.3d at 1199-1200. While Plaintiffs believe their case is strong, the Settlements eliminate significant risks they would face if the action were to proceed against Settling Defendants, including the complexity, length, and expense of this type of litigation. Indeed, as reflected in the extensive docket, Plaintiffs have been vigorously prosecuting this case for five years and have expended significant effort to defeat motions to dismiss, conduct extensive discovery, engage in motion practice (which remains ongoing), prepare for class certification, and plan and prepare for trial. The Settlements allow Settlement Class Members to recover a significant sum and cooperation, which will undoubtedly allow Plaintiffs to

¹⁵ See, e.g., *Vee Pak, Inc.*, 2017 WL 6733688, at *10, *12 (“[T]he [settlement’s] cooperation agreement [will] save the plaintiffs from trying to determine the right questions to ask the right people, a challenge plaintiffs often face in civil discovery[and] will serve to minimize the costs and challenges the plaintiffs face in their case....”); *In re Corrugated Container Antitrust Litig.*, 1981 WL 2093, at *16 (S.D. Tex. June 22, 1981), aff’d, 659 F.2d 1322 (5th Cir. 1981) (noting that the cooperating provisions in the settling parties’ agreements “constituted a substantial benefit to the class”); *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 29 (D.D.C. 2019) (noting that the cooperation provisions of the settling parties’ agreement weigh in favor of court approval); *In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 275 (E.D. Pa. 2012) (“[T]he Court recognizes that [settling Defendant’s] agreement to cooperate with Plaintiffs throughout the course of pre-trial proceedings and trial is a valuable consideration in light of the risks in proceeding with this suit against the remaining Defendants.”); *In re Lawnmower Engineer Horsepower Mktg. & Sales Practices Litig.*, 733 F. Supp. 2d 997, 1009 (E.D. Wis. 2010) (recognizing the value of and approving a cooperating only settlement).

maximize future recoveries from the remaining Non-Settling Defendants. Absent the Settlements, Plaintiffs would need to successfully obtain class certification, go to trial, and bear the burden of establishing liability, impact, and damages before obtaining any recovery from the Settling Defendants. *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) (“Indeed, the history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible damages, at trial, or on appeal.”) (quoting *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 475 (S.D.N.Y. 1998)). Continued litigation against the remaining Defendants, absent future settlements, will involve significant additional expenses and protracted legal battles. Therefore, the complexity, length, and expense of further litigation, which the Settlements mitigate at least as to the Settling Defendants, also favor final approval. *See Larsen v. Trader Joe’s Co.*, 2014 WL 3404531, at *4 (N.D. Cal. July 11, 2014) (“Avoiding such unnecessary and unwarranted expenditure of resources and time would benefit all parties, as well as conserve judicial resources.... Accordingly, the high risk, expense, and complex nature of the case weigh in favor of approving the settlement.”) (cited authority omitted); *In re Lawnmower*, 733 F. Supp. 2d at 1008 (“The ‘complexity, length and expense of further litigation’ factor strongly favors this settlement . . .”).

3. *The Amount of Opposition to the Settlement and Reaction of Class Members*

The positive reaction of Settlement Class Members to the Settlements supports final approval.

Pursuant to the Court’s Preliminary Approval Order, 101,442 notices were sent directly and deemed delivered to potential Settlement Class Members as of the filing of this motion (79,414 via mail, 22,028 via email), which was in addition to giving publication notice in industry trade press (print and digital) and JND maintaining both an informational website and toll-free call-in

center. Second JND Decl., ¶¶ 10-29. After this outreach, no Settlement Class Member has yet to object to any of the Settlements. *Id.*, ¶ 30. As of the filing of this motion, there was only one opt-out request. *Id.*

The above supports finding that the Settlements are fair, reasonable, and adequate. *See Bynum v. Dist. of Columbia*, 412 F. Supp. 2d 73, 77 (D.D.C. 2006) (“The low number of opt-outs and objectors (or purported objectors) supports the conclusion that the terms of the settlement were viewed favorably by the overwhelming majority of class members.”); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“A very small percentage of affected parties have opposed the settlement. . . . [O]nly 342 [of more than 100,000] Class Members excluded themselves from the settlement and only 15 Class Members submitted documents that could be considered objections.”); *Pallas v. Pac. Bell*, 1999 WL 1209495, at *8 (N.D. Cal. July 13, 1999) (“The small percentage—less than 1%—of persons raising objections is a factor weighing in favor of approval of the settlement.”). In fact, the absence of objections to and limited opt-outs from the Settlements especially favor approval when, as here, “much of the class consists of sophisticated business entities.” *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2015 WL 9266493, at *7 (N.D. Cal. Dec. 17, 2015) (citing *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 629 (E.D. Pa. 2004)).

4. Experienced Counsel Recommend Approval

The fact that the Settlements are the product of arm’s-length negotiations strongly supports a presumption that the Settlements are fair, reasonable, and adequate. *See* [4 Newberg and Rubenstein on Class Actions, § 13:43 Presumptions governing approval process—Generally \(6th ed.\)](#); *Great Neck*, 212 F.R.D. at 410; *see also Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (“We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution[.]”).

As detailed above and in the Preliminary Approval Motion, each of the Settlements was the product of extensive and hard-fought negotiations that took place over several months. *See* First Jones Decl., ECF No. [982-1](#). These negotiations necessitated numerous conferences as well as written exchanges between counsel during which they negotiated the material terms of the Settlements, as well as the final terms of the Settlement Agreements. *Id.* In engaging in these settlement discussions, Class Counsel was focused on obtaining the best possible result for the Settlement Class Members.

Moreover, it is well established that the judgment and opinion of experienced and competent counsel should be taken into account when assessing whether a settlement is fair, reasonable and adequate. The Court is “entitled to rely heavily on the opinion of competent counsel” to evaluate whether the Settlement is appropriate for final approval. [Gautreaux v. Pierce, 690 F.2d 616, 631 \(7th Cir. 1982\)](#); *see also* [Isby, 75 F.3d at 1200](#) (“[T]he district court was entitled to give consideration to the opinion of competent counsel that the settlement was fair, reasonable and adequate.”); [Kleen Prod. LLC v. Int’l Paper Co., 2017 WL 5247928, at *3 \(N.D. Ill. Oct. 17, 2017\)](#) (“The Settlement was negotiated by highly skilled and experienced antitrust and class action lawyers, who have held leadership positions in some of the largest class actions around the country.”). Here, Lead Counsel and the Plaintiffs’ Steering Committee, who have significant experience in class action and complex litigation, particularly antitrust class actions, believe that the Settlements are fair and in the best interests of the Classes. Therefore, the endorsement of the Settlements by Class Counsel for the Settlement Classes (which the Court knows to have handled several major antitrust class actions), is yet another factor that supports final approval.

5. *The Stage of the Proceedings and Amount of Discovery Supports Final Approval*

While the case has been pending for some time, the stage of the case strongly supports

granting final approval to the Settlements. Namely, the Settlements have been entered into prior to filing motions for class certification and summary judgment, and trial on the merits. *See, e.g., Schulte*, 805 F. Supp. 2d at 582 (“While Plaintiffs maintain that their claims would ultimately succeed, . . . [a]bsent settlement, Class Members would face the real risk that they would win little or no recovery.”); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 229 (N.D. Ill. 2016) (“In light of Chase’s potential defenses, the legal uncertainty concerning the application of the TCPA, and the time and expense inherent to litigation, proceeding to trial, and obtaining relief posed risks to Plaintiffs, and a possibility existed that they would have recovered nothing.”). While Plaintiffs are confident in their case, each of these important hurdles presents time, expense, and risk, which supports the security offered by the \$48,000,000 in settlement proceeds provided by the Settlements.

Moreover, the amount of discovery and the investigation performed before the Settlements were entered ensured that Plaintiffs and their counsel made informed decisions to approve and recommend the Settlements to the Classes and the Court. As set forth herein, the Settlements were entered into after Plaintiffs had the opportunity to take dozens of depositions, analyze millions of documents, and engage in extensive written discovery. *See generally* First Jones Decl., ECF No. [982-1](#). Therefore, the procedural posture and status of the case support granting final approval to the Settlements.

IV. CERTIFICATION OF SETTLEMENT CLASSES IS APPROPRIATE

In its preliminary approval orders, the Court found that Rule 23’s requirements were met and provisionally certified, for purposes of settlement only, Settlement Classes relating to the parties and parts covered by the Settlements. ECF No. [991](#) at ¶¶ 4-5. It is well established that a class may be certified for purposes of settlement. *See, e.g., Amchem Prod., Inc. v. Windsor*, 521 U.S. 591. The Settlements meet the requirements of Rule 23(a) as well as the requirements of

23(b)(3) for settlement purposes as discussed more fully in the Motion for Preliminary Approval, ECF No. [982 at 21-27](#).

V. CONCLUSION

For these reasons, Class Counsel respectfully request that the Court grant final approval to the CBS, Fox, the Cox Entities, and ShareBuilders Settlement Agreements.

Dated: October 11, 2023

Respectfully submitted,

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: LOCAL TV ADVERTISING
ANTITRUST LITIGATION**

This document applies to all actions.

Master Docket No. 18-06785

MDL No. 2867

Honorable Virginia M. Kendall

**SECOND DECLARATION OF MEGAN E. JONES IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH DEFENDANTS CBS,
FOX, THE COX ENTITIES, AND SHAREBUILDERS**

I, Megan E. Jones, declare, as follows:

1. I am a partner with the law firm Hausfeld LLP, and I serve as Court-appointed Interim Lead Counsel along with Meegan Hollywood of Robins Kaplan LLP (“Robins Kaplan”) and Kimberly Justice of Freed Kanner London & Millen LLC (“Freed Kanner”) to the Plaintiffs’ Steering Committee, and Freed Kanner as Liaison Counsel in the above-captioned case. *See* ECF Nos. [1](#), [170](#), [356](#). I was also appointed Settlement Class Counsel to oversee the notice process and claims administration for distributions pursuant to the Settlement Agreements. *See* ECF No. [991](#). I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Settlements with Defendants CBS, Fox, the Cox Entities, and ShareBuilders. I have personal knowledge of the facts stated herein, and if called upon, I could and would testify competently hereto.

2. Because this declaration is submitted in support of the Settlements, it is inadmissible in any subsequent proceedings, other than in connection with the Settlements. In the event the Settlements are not approved by the Court, this declaration and the statements contained herein are without prejudice to Plaintiffs’ position on the merits of the Action.

3. All Settling Defendants confirmed in writing with Lead Counsel that Class Action Fairness Act (“CAFA”) notice was sent on June 2, 2023.

4. Since filing Plaintiffs’ Motion for Preliminary Approval of Settlements with Defendants CBS, Fox, The Cox Entities, and ShareBuilders (ECF No. [982](#), hereinafter the “Preliminary Approval Motion”) on May 26, 2023, Plaintiffs continued to vigorously prosecute the claims in this litigation.

5. Plaintiffs have continued to diligently review the over 14 million documents produced by Defendants in this litigation and have taken fourteen (14) additional depositions since filing the Preliminary Approval Motion.

6. In addition, Plaintiffs have continued to press non-settling Defendants to comply with their discovery obligations by filing two (2) additional discovery motions against one or more Defendants, which, among other things seek clarification on confidentiality designations and production of cell phone records. *See* ECF Nos. [1016](#), [1027](#). The Court granted both discovery motions in open court. *See* ECF No. [1068](#).

7. Pursuant to this Court’s Fed. R. Civ. P. 53 Order appointing the Special Master to review privilege disputes (ECF No. [925](#)), Plaintiffs provided the Special Master with over 100 cited cases, the privilege logs, and the related briefing. In addition, Plaintiffs appeared before the Special master on numerous occasions. Since filing the Preliminary Approval Motion, the Special Master completed his Report and Recommendation No. 1 (“R&R No. 1”) finding Defendants improperly designated nearly all of their so-called antitrust compliance policy documents as privileged and recommending that the Court order them produced. *See* ECF No. [1030](#). Defendants filed an omnibus objection to R&R No. 1 (ECF No. [1052](#)) to which Plaintiffs responded, arguing that the Court should affirm R&R No. 1. *See* ECF No. [1060](#). In addition, the Court has referred

three more discovery motions to the Special Master since the filing of the Preliminary Approval Motion. *See* ECF No. [1024](#). Plaintiffs have provided the Special Master with all materials necessary for review of the additional motions.

8. Finally, Plaintiffs have been working with Settling Defendants to obtain the additional discovery and cooperation agreed to in the Settlements. For example, CBS recently produced an additional 14,000 pages of documents.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 11, 2023, in Charlotte, North Carolina.


Megan E. Jones

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: LOCAL TV ADVERTISING
ANTITRUST LITIGATION**

Master Docket No. 18 C 06785

MDL No. 2867

Honorable Virginia M. Kendall

**DECLARATION OF GINA M. INTREPIDO-BOWDEN IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH DEFENDANTS CBS,
FOX, THE COX ENTITIES, AND SHAREBUILDERS**

I, Gina M. Intrepido-Bowden hereby declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially recognized legal notice expert with more than 20 years of legal experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination.

2. JND is serving as the Settlement Administrator in the above-captioned litigation for the purposes of administering the Settlement Agreements, filed May 26, 2023 ([ECF No. 982-1](#)), preliminarily approved by the Court in its *Order Appointing the Settlement Administrator, Approving Settlement Notice Program, and Compelling Production of Customer Contact Information*, filed June 15, 2023 (“Preliminary Approval Order,” [ECF No. 994](#)).

3. I previously submitted a *Declaration on Proposed Settlement Notice Program*, dated June 9, 2023 ([ECF No. 988-1](#)); a *Declaration in Response to Defendants’ Sealed Motion to Reconsider, Vacate, and/or Stay Orders Regarding Preliminary Approval of Settlements and Notice*, dated July 5, 2023 ([ECF No. 1006-1](#)); and a *Supplemental Declaration of Gina M.*

Intrepido-Bowden, dated August 31, 2023 (“Intrepido-Bowden Supplemental Declaration,” [ECF No. 1059-1](#)).

4. In its *Order Granting Plaintiffs’ Unopposed Motion for Extension of Time for Settlement Notice Program* dated August 9, 2023 ([ECF No. 1036](#)), this Court approved the amended Long Form, Email, and Postcard Notices and provided the Notice Program and court deadlines. In its *Amended Order Granting Preliminary Approval of Settlements with Defendants CBS, Fox, The Cox Entities, and ShareBuilders* dated August 9, 2023 ([ECF No. 1037](#)), this Court amended paragraph 7 of the Preliminary Approval Order. In its *Order Granting Plaintiffs’ Expedited Request for Modifications to Approved Class Notice Program* dated September 8, 2023 ([ECF No. 1067](#)), this Court approved the minor modification to the Settlement Notice Program as outlined in the Intrepido-Bowden Supplemental Declaration.

5. I submit this Declaration to inform the Court on the implementation of the approved Settlement Notice Program with modification.

NOTICE LIST COMPILATION

6. As described below, JND combined, analyzed, de-duplicated, and standardized the data that it received from the Defendants.

7. On July 7, 2023, Defendant TEGNA, Inc. (“TEGNA”) provided JND with an electronic file containing—where available—the names, mailing addresses, and email addresses of customers from 2013-2020. On July 12, 2023, Defendant Meredith Corporation (“Meredith”) provided JND with an electronic file containing—where available—the names, mailing addresses, and email addresses of customers from 2013-2020. On July 13, 2023, Defendant Raycom Media, Inc (“Raycom”) provided JND with an electronic file containing—where available—the names, mailing addresses, and email addresses of customers from 2013-2020. As none of these files was limited to the class list period of 2014-2018, JND worked to limit the list of customers to this time

period. JND then merged the Settlement Class Members with the customer information as provided by TEGNA, Meredith, and Raycom.

8. The Settlement Class List includes purchasers of broadcast television spot advertising directly from one or more Defendants in a designated market area within which two or more of the Defendants sold broadcast television spot advertisements on broadcast television stations and who paid one or more Defendants directly for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018.¹

9. The Settlement Class Member data in the Settlement Class List identified above was promptly loaded into an electronic database established for this Action.

DIRECT NOTICE

10. On August 27, 2023, JND sent the Email Notice to 25,711 unique Settlement Class Member email addresses. A representative copy of the Email Notice is attached as **Exhibit A**. The Email Notice clearly and concisely explains in plain English the nature of the action and the terms of the Settlements. It also provides a clear description of who is a member of the Settlement Classes and the binding effects of Settlement Class membership and explains how to exclude oneself from the Settlement Classes, how to object to the Settlements, and how to contact Settlement Class Counsel.

11. As of October 4, 2023, of the 25,711 unique Settlement Class Member email addresses sent an Email Notice, 22,028 or 85.7% were deemed delivered and 3,683 or 14.3% were deemed undeliverable.

¹ Defendants include CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., and Tribune Broadcasting Company, LLC, and Tribune Media Company.

12. On August 27, 2023, JND mailed the Postcard Notice to 88,863 unique Settlement Class Member postal addresses. A representative copy of the Postcard Notice is attached as **Exhibit B**.

13. As of October 4, 2023, 477 Postcard Notices were forwarded by the United States Postal Service (“USPS”) to updated addresses and 14,007 Postcard Notices were returned as undeliverable by USPS. Of the 14,007 undeliverable Postcard Notices, 13 Postcard Notices were returned with updated addresses provided by USPS and were subsequently remailed. For the remaining undeliverable Postcard Notices, JND conducted advanced address searches and received updated address information for 6,055 records. JND promptly remailed 6,055 Postcard Notices to these records. Of the 6,055 Postcard Notices mailed to new addresses, 1,510 were undeliverable.

14. As of October 4, 2023, of the 88,863 unique Settlement Class Member postal addresses sent a Postcard Notice, 79,414 or 89.4% were deemed delivered and 9,449 or 10.6% were deemed undeliverable.

SUPPLEMENTAL MEDIA NOTICE

15. To supplement the direct notice effort, JND implemented a 4-week industry targeted media campaign, including digital and print media.

16. Digital ads ran from August 25, 2023 through September 21, 2023 on the top professional social platform (LinkedIn), key industry websites (*e.g.*, AdAge.com, AdWeek.com, MarketingWeek.com, MediaPost.com, TVNewsCheck.com), the leading digital network (GDN), and a digital trade desk (OMtd). A total of 26,722,176 digital impressions and 8,973 LinkedIn sponsored in-mail sends were delivered, 1,572,176 more impressions and 4,973 more sends than planned.

17. The LinkedIn effort targeted individuals in media buying groups, interested in marketing and advertising, at companies in the advertising service or marketing service industries, or at companies with less than 1,000 employees; and individuals whose current or past job title included Marketing/Advertising Consultant, Marketing/Advertising Manager, Director of Marketing/Advertising, Marketing/Advertising Coordinator, Agency Owner, Agency Director, Agency Manager, Advertising Agency, Head of Marketing, Marketing Manager, Broadcast Buyer, Senior Media Buyer, Media Buyer, Assistant Media Buyer, Advertising Media Buyer, Marketing Strategist, Senior Strategist, Strategist, Marketing Director, Marketing Specialist, Marketing Executive, Vice President Marketing, Marketing Coordinator, Director, Junior Media Buyer, Media Supervisor, Media Planner, Account Director, Senior Account Director; OR who have media buying or media planning skills. The GDN effort targeted individuals who browse industry websites such as MediaPost.com, AdAge.com, AdWeek.com, TVNewsCheck.com, MarketingWeek.com, and eMarketer.com. The trade desk activity targeted a marketing and advertising custom audience.

18. The digital activity was served across all devices (desktop, laptop, tablet, and mobile), with a heavy emphasis on mobile devices. The digital ads linked directly to the Settlement Website (<https://www.TVAdsSettlement.com>) where Settlement Class Members could learn more about the Settlement.

19. Screenshots of the digital notices as they appeared on LinkedIn and as banners on GDN, key industry websites, and through the programmatic provider, are attached as **Exhibit C**.

20. As planned, the publication notice appeared in the September print version of *AdWeek*, which was circulated to approximately 72,000 subscribers.

21. A copy of the print notice as is it appeared in *AdWeek* is attached as **Exhibit D**.

SETTLEMENT WEBSITE

22. On August 23, 2023, JND established and has been maintaining an informational and interactive, case-specific Settlement Website (<https://www.TVAdsSettlement.com>), that allows Settlement Class Members to learn more about the Settlement. The “Home” page provides a summary of the proposed Settlement, an overview of legal rights and options, and key dates. An “Important Documents” page provides, in PDF format, copies of the Notice, Claim Form, the list of the Designated Market Areas, Settlement Agreements for CBS, the Cox Entities, Fox, and ShareBuilders, Plaintiffs’ filed motions, and Court Orders, among other things. The “Frequently Asked Questions” section provides answers to questions about the Settlements, and the “Contact Us” page details how JND can be reached by email, toll-free telephone, and mail. The Settlement Website also allows the capability for Settlement Class Members to file an electronic claim.

23. The Long Form Notice and Claim Form are attached as **Exhibits E and F**, respectively. The Long Form Notice clearly and concisely explains in plain English the nature of the action and the terms of the Settlements. It also provides a clear description of who is a member of the Settlement Classes and the binding effects of Settlement Class membership and explains how to exclude oneself from the Settlement Classes, how to object to the Settlements, and how to contact Settlement Class Counsel.

24. As of October 4, 2023, there were a total of 34,163 page views of the Settlement Website pages and documents and 14,664 unique visitors to the Settlement Website. JND will continue to maintain the Settlement Website throughout the Settlement administration process.

TOLL-FREE NUMBER, EMAIL ADDRESS, AND P.O. BOX

25. On August 23, 2023, JND established and has been maintaining a Settlement-specific toll-free number, 1-844-717-0648, for Settlement Class Members to call for additional

information. During business hours, the call center is staffed with operators who are trained to answer questions about the Settlement using the approved answers to the FAQs referenced above.

26. As of October 4, 2023, JND has received 303 calls to the toll-free number from Settlement Class Members or other individuals. JND will continue to maintain the toll-free number throughout the administration process.

27. JND also maintains an email address, info@TVAdsSettlement.com (“Settlement Email Address”), that allows Settlement Class Members and other individuals to submit e-mail inquiries to JND. Emails are monitored by JND personnel who are trained to answer questions about the Settlement using the approved answers to the FAQs referenced above.

28. As of October 4, 2023, JND has handled 128 email communications received to the Settlement Email Address. JND will continue to maintain the Settlement Email Address throughout the settlement administration process.

29. On June 21, 2023, JND also established and has been maintaining a post office box (PO Box 91068, Seattle WA 98111) for this matter to receive Settlement Class Member correspondence, paper Claim Forms, and exclusion requests.

OBJECTIONS AND REQUESTS FOR EXCLUSION

30. The notice documents inform recipients that any Settlement Class Member who wants to object or exclude themselves from the proposed Settlement can do so by October 26, 2023. As of October 4, 2023, JND has received 0 objections and 1 request for exclusion.

31. The sole request for exclusion to date was reviewed and processed by JND. This process included determining the timeliness and validity of the request for exclusion and identifying the entity that fell within the scope of valid request for exclusion.

CLAIMS

32. The notice documents informed recipients that any Settlement Class Member who wants to file a claim in the proposed Settlement must do so by October 26, 2023. As of October 4, 2023, JND has received 2,486 claims.

CLAIMS STIMULATION EFFORT

33. JND is working with Class Counsel to deliver Reminder Notices via mail and multiple rounds of email to Settlement Class Members who have yet to file a claim or request exclusion from the Settlement. This reminder effort will continue up to the October 26, 2023 claims deadline. A representative copy of the Reminder Email and Reminder Postcard are attached as **Exhibits G and H**, respectively.

CONCLUSION

34. In my opinion, the proposed Settlement Notice Program is providing the best notice practicable under the circumstances of this Settlement and is consistent with the requirements of Rule 23 and other similar court-approved best practicable notice programs. JND will continue to administer the Settlement through all phases of Settlement administration in compliance with the approved Settlement Notice Program.

35. JND has complied with this Court's notice orders of June 15, 2023 (ECF No. [991](#)) and September 8, 2023 (ECF No. [1067](#)).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed in Philadelphia, Pennsylvania, this 11th day of October 2023.



GINA M. INTREPIDO-BOWDEN

- EXHIBIT A -

From: info@TVAdsSettlement.com
To: [Class Member email address]
Subject: Local Television Settlements Totaling \$48M

Purchasers of broadcast television spot advertising who paid the TV Broadcaster(s) *directly* between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

You are receiving this notice because records indicate you may qualify.

YOUR UNIQUE ID:	<<Unique_ID>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the “Settlements”). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “the Cox Entities”); Fox Corporation (“FOX”); CBS Corporation k/n/a Paramount Global (“CBS”); and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”). The proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants (“non-Settling Defendants”). The non-Settling Defendants, who also deny all wrongdoing, remain in the case and Plaintiffs’ lawsuit will continue against them.

WHO IS AFFECTED?

You are a Settlement Class Member if you purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”). Broadcast Television Spot Advertising is defined at www.TVAdsSettlement.com or by calling 1-844-717-0648. A list of the DMAs is available at www.TVAdsSettlement.com or by calling 1-844-717-0648. The Broadcaster Defendants are CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., and Tribune Broadcasting Company, LLC, and Tribune Media Company. Purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental, Millennium, and Eagle) from any of the Broadcaster Defendants also qualify for inclusion in the Settlement Classes. Records indicate you may be a Class Member.

WHAT'S THIS LAWSUIT ABOUT?

Plaintiffs claim that that they were injured as a result of defendants' alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their alleged illegal sharing of information. Both the Settling Defendants and non-Settling Defendants deny these allegations and all alleged wrongdoing. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the Settling Defendants have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. For more information, visit www.TVAdsSettlement.com.

WHAT CAN YOU GET FROM THE SETTLEMENTS?

If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000). In addition, the Settling Defendants will provide the Plaintiffs with cooperation, which will be used to continue to prosecute this case against the remaining non-Settling Defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. Go to www.TVAdsSettlement.com to learn more.

HOW DO YOU GET A PAYMENT?

Go to www.TVAdsSettlement.com or click the link below to file or download a Claim Form. All Claim Forms must be either submitted online or postmarked by **October 26, 2023**.

FILE A CLAIM

WHAT ARE YOUR OPTIONS?

If you are a Settlement Class Member and you do nothing or file a Claim Form, you will be bound by the Court's judgments. If you want to exclude yourself ("Opt Out") from one or more of these Settlements, you must submit an Exclusion Request for that Settlement postmarked by **October 26, 2023**. If you Opt Out of a Settlement, you will not receive any of its benefits, but you will keep your right to sue that Settling Defendant for the claims in this case. Any Settlement Class Member who does not Opt Out of a Settlement may object to that Settlement by filing a written objection by **October 26, 2023**. For details on how to Opt Out or object, go to www.TVAdsSettlement.com.

The Court will hold a hearing on December 7, 2023 at 12:30 p.m. CT to consider whether to approve the Settlements and grant Settlement Class Counsel's request for attorneys' fees and reimburse certain costs and expenses. The Court appointed Hausfeld LLP to represent Settlement Class Members as Settlement Class Counsel. You or your attorney may ask to appear and speak at the hearing at your own expense, but you do not have to.

HOW DO I GET MORE INFORMATION?

Visit www.TVAdsSettlement.com; call toll-free 1-844-717-0648; email info@TVAdsSettlement.com; or write Local TV Advertising Settlement, c/o JND Legal Administration, PO Box 91068, Seattle WA 98111.

Questions? Visit www.TVAdsSettlement.com or Call 1-844-717-0648

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

- EXHIBIT B -

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

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You are receiving this notice because records indicate you may qualify.

Questions?
Visit www.TVAdsSettlement.com or
Call 1-844-717-0648

Local TV Advertising Settlement
c/o JND Legal Administration
PO Box 91068
Seattle WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the "Settlements"). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, "Plaintiffs") and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, "The Cox Entities"); Fox Corporation ("FOX"); CBS Corporation k/n/a Paramount Global ("CBS"); and ShareBuilders, Inc. ("ShareBuilders") (collectively, "Settling Defendants"). The proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants ("non-Settling Defendants"). The non-Settling Defendants, who also deny all wrongdoing, remain in the case and Plaintiffs' lawsuit will continue against them. For a complete list of Broadcaster Defendants, visit www.TVAdsSettlement.com.

Who is affected? You are a Settlement Class Member if you purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area ("DMA") within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the "Class Period"). Broadcast Television Spot Advertising is defined at www.TVAdsSettlement.com or by calling 1-844-717-0648. A list of the DMAs is available at www.TVAdsSettlement.com or by calling 1-844-717-0648. Records indicate you may be a Class Member.

What is this lawsuit about? Plaintiffs claim that that they were injured as a result of defendants' alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their alleged illegal sharing of information. Both the Settling Defendants and non-Settling Defendants deny these allegations and all alleged wrongdoing. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the Settling Defendants have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. For more information, visit www.TVAdsSettlement.com.

What can you get from the Settlements? If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000).

In addition, the Settling Defendants will provide the Plaintiff with cooperation, which will be used to attempt to prosecute this case against the remaining non-Settling Defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. Go to www.TVAdsSettlement.com to learn more.

How do I get a payment? Go to www.TVAdsSettlement.com and file or download a Claim Form. All Claim Forms must be either submitted online or postmarked by **October 26, 2023**.

What are your options? If you are a Settlement Class Member and you do nothing or file a Claim Form, you will be bound by the Court's judgments. If you want to exclude yourself ("Opt Out") from one or more of these Settlements, you must submit an Exclusion Request for that Settlement postmarked by **October 26, 2023**. If you Opt Out of a Settlement, you will not receive any of its benefits, but you will keep your right to sue that Settling Defendant for the claims in this case. Any Settlement Class Member who does not Opt Out of a Settlement may object to that Settlement by filing a written objection by **October 26, 2023**. For details on how to Opt Out or object, go to www.TVAdsSettlement.com.

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Questions? Visit www.TVAdsSettlement.com; call toll-free 1-844-717-0648; email info@TVAdsSettlement.com, or write Local TV Advertising Settlement, c/o JND Legal Administration, PO Box 91068, Seattle WA 98111.



YOUR UNIQUE ID:	<<Unique_ID>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____



Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Local TV Advertising Settlement
c/o JND Legal Administration
PO Box 91068
Seattle WA 98111

- EXHIBIT C -

LinkedIn navigation bar with icons for Home, My Network, Jobs, Messaging, Notifications, Me, For Business, and Advertise.

Search bar with the LinkedIn logo and a search icon.

Recent

- Texas Advertising & Public Rel...
- Texas Exes
- Texas Exes - New York Chapter

Groups

- Texas Advertising & Public Rel...
- Texas Exes
- Texas Exes - New York Chapter
- See all

Events +

Followed Hashtags

Discover more

Class Action Lawsuits 8 followers 6d •

+ Follow ...

Affects those who paid a TV broadcaster directly for TV spot advertising



Local TV Ad Settlements
www.TVAdSettlement.com

1

Reactions

Like Comment Repost Send

Add a comment...

Ad ...

Get the latest jobs and industry news



Solimar, explore relevant opportunities with Cars.com

Follow

About Accessibility Help Center
Privacy & Terms Ad Choices
Advertising Business Services
Get the LinkedIn app More

LinkedIn LinkedIn Corporation © 2023

The screenshot shows a LinkedIn post from the organization "Texas Exes" by Sara Light, posted 23 hours ago. The post text reads: "Longhorn Business Owners...join us September 5th in San Antonio!" and includes a link to "#LonghornCoffee at Press Coffee at Castle Hills on 11103 West Avenue...see more". The main image is a promotional poster for the "LONGHORN BUSINESS NETWORK" with the text "Reach more customers, connect with industry leaders, share best practices, and give your brand an edge." and a QR code with the URL "TEXASEXES.ORG/LBN". The left sidebar shows navigation options like "Recent", "Groups", "Events", and "Followed Hashtags". The right sidebar features "Promoted" content, including "Local TV Ad Settlements" and "Invitation from LinkedIn" ads. The top navigation bar includes icons for Home, My Network, Jobs, Messaging, Notifications, Me, For Business, and Advertise.

The screenshot displays the LinkedIn homepage with a sponsored advertisement for "Class Action Lawsuits" and a messaging sidebar on the right.

LinkedIn Interface Elements:

- Navigation Bar:** Home, My Network, Jobs, Messaging, Notifications, Me, For Business, Advertise.
- Search Bar:** Search
- Left Sidebar:** Recent (Texas Advertising & Public Rel..., Texas Exes, Texas Exes - New York Chapter), Groups (Texas Advertising & Public Rel..., Texas Exes, Texas Exes - New York Chapter), Events, Followed Hashtags, Discover more.
- Background Post:** "Download the Beginner's Guide" with 475 submissions and 25 reactions.

Sponsored Advertisement:

- Title:** Class Action Lawsuits
- Status:** Sponsored
- Date:** Apr 13
- Text:** TV Spot Advertising Settlements Totaling \$48 Million
- Call to Action:** File A Claim
- Description:** Class Action Lawsuits. If you paid a TV broadcaster directly for television spot advertising, you may qualify for a payment
- Link:** File A Claim →

Messaging Sidebar:

- Search:** Search messages
- Focused:**
 - Class Action Lawsuits (Sponsored):** TV Spot Advertising Settlement
 - Mothi Krishnaa:** InMail Requesting your participation in my MS...
 - Diane Chiang:** LinkedIn Offer Hi then Solimar! My name is Di...
 - Patricia Sklar:** InMail Award Winning NYC /Media Supervisor
 - Larry Brantley:** You: thank you!!
 - Kameron Block:**

The screenshot displays the LinkedIn messaging interface. At the top, there is a navigation bar with icons for Home, My Network, Jobs, Messaging, Notifications (with a red badge showing '23'), and a profile icon labeled 'Me'. To the right of the navigation bar are links for 'For Business' and 'Advertise' (with a red badge showing '5').

The main content area is divided into three sections:

- Messaging Sidebar:** Contains a search bar for messages and two tabs: 'Focused' (selected) and 'Other'. A message from 'Class Action Lawsuits' is highlighted, showing a green megaphone icon, the text 'Sponsored TV Spot Advertising Settlements...', and a timestamp of '10:13 PM'.
- Message Content:** The selected message is from 'Class Action Lawsuits' and is marked as 'Sponsored'. The subject is 'TV Spot Advertising Settlements Totaling \$48 Million'. The body text reads: 'If you paid a TV broadcaster directly for television spot advertising, you may qualify for a payment'. Below the text is a blue button labeled 'File A Claim'.
- Right Panel:** A large promotional banner for the same settlement. It features a grid of small images and a hand holding a remote control. The text on the banner includes: 'LEGAL NOTICE', 'TV Spot Advertising Settlements Totaling \$48 Million', 'If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment', and a yellow button labeled 'FILE A CLAIM'. The initials 'JND' are visible in the bottom right corner of the banner.

At the bottom of the page, there is a footer with links for 'About', 'Accessibility', 'Help Center', 'Privacy & Terms', 'Ad Choices', 'Advertising', 'Business Services', and 'Get the LinkedIn app'. Below these links is the text 'More' and the LinkedIn logo with 'LinkedIn Corporation © 2023'.



TV Spot Advertising Settlements Totaling \$48 Million
If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

FILE A CLAIM

JNO

TODAY'S TOP NEWS

MEDIADAILYNEWS

Global Programmatic Click Fraud Averaged 17% In Q2

The desktop web had the highest rate, at 21%. ...

By Karlene Lukovitz

EVENTS & AWARDS

Each year MediaPost hosts more than 30 events across a range of disciplines... Which one is right for you?

UPCOMING EVENTS

Digital OOH Insider Summit

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JonLobb.com



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Talking TV: How News Content Authentication Is Battling AI



Pia Blumenthal, design manager for the AContent Authenticity Initiative at Adobe and co-chair of the UX Task Force at the Coalition for Content, Provenance and Authenticity, is on the front lines against news disinformation. She explains how the proliferation of generative AI is making that job a lot harder. *A full transcript of the conversation is included.*

By Michael Depp | August 18, 2023 | 5:30 a.m. ET.

The Coalition for Content, Provenance and Authenticity (CZPA) — a group comprised of technology and media companies — was formed to help combat disinformation by authenticating news content at its source. It was a tough job at the outset, but the emergence of generative AI is making it much harder as bad actors are equipped with ever-better tools.

Pia Blumenthal works with CZPA as co-chair of its UX Task Force, which she does alongside her day job also fighting disinformation as design manager for the Content Authenticity Initiative at Adobe. In this Talking TV conversation, she explains the work she's doing in each capacity.

It's work with which every newsroom needs to become acquainted as opportunities for their own news products to be manipulated proliferate. Content authentication will likely become an

August 29, 2023

Earlier News by Date
Editor on Duty: [Mark K. Miller](#)

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LEGAL NOTICE

TV Spot Advertising Settlements Totalling \$48 Million

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment.

[FILE A CLAIM](#)

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[Nielsen DMA Ranking](#) | [Index Directory](#)

[Submit additions, corrections](#)

SPONSORED CONTENT 

AI's Impact on the Future of Storytelling

The fusion of human creativity and technology



By Stacy Martinet, VP Marketing, Adobe

In a digital-first world where information overload is the norm, capturing and retaining attention has become an uphill battle for marketers and creators.

And amid constant change, AI has emerged as a powerful tool, reshaping the marketing landscape and transforming how stories are crafted and delivered. The fusion of AI and storytelling brings forth a new era of personalized, real-time and socially driven marketing, revolutionizing the way brands connect with their audiences.

2 key approaches

While the introduction of AI may seem to be an unprecedented change, marketers have been here before. Throughout history, technology has always disrupted the tools used to communicate. The invention of the printing press, the advent of the television, the development of the internet and the recent adoption of mobile have all revolutionized the dissemination of information and redefined how people communicate.

LEGAL NOTICE



TV Spot Advertising Settlements Totalling \$48 Million

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

[FILE A CLAIM](#)



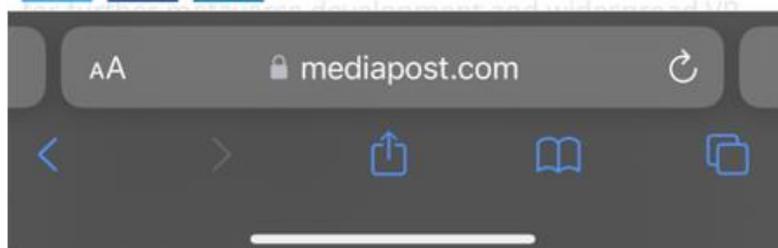


Meta is still in an early stage of mobile and web development for the virtual reality gaming platform, adding that while more worlds become available, "not all content will be available to all people" as they continue to test the experience.

While Horizon Worlds will be available on Android phones through the existing Meta Quest app, the web-based version is the only way iPhone users will be able to access the app. This is likely due to Apple's rule that prevents apps acting as game platforms.

By bringing the struggling app to mobile and web devices, Meta will have a better chance at expanding the

audience as well as its long-term goals



9:09



AdAge

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Football marketing updates

Brands pilo



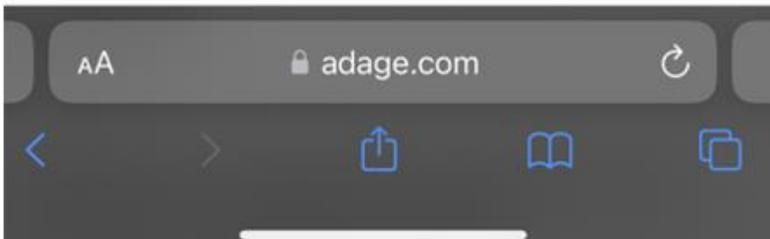
YOUTUBE KIDS' AD PLACEMENT ISSUE RAISES BRAND DOUBTS BUT HASN'T HURT GOOGLE'S US AD REVENUE

INSIDE THREADS' FIRST MONTH OF INFLUENCER BRAND DEALS AND WHAT'S NEXT

AMAZON, GOOGLE AND APPLE RANK AMONG MOST CULTURALLY RESONANT BRANDS

FINAL CALL FOR ENTRIES—2023 HEALTHCARE MARKETING IMPACT AWARDS

LEGAL NOTICE If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment **FILE A CLAIM**



- EXHIBIT D -

LEGAL NOTICE

If you paid a TV broadcaster directly, you may qualify for a payment in TV Spot Advertising Settlements totaling \$48 million

YOUR RIGHTS AND OPTIONS

- ▶ File a Claim by October 26, 2023
- ▶ Exclude yourself ("Opt Out") from one or more of the Settlements by October 26, 2023
- ▶ Object to any Settlement that you don't Opt Out of by October 26, 2023
- ▶ Attend the Hearing on December 7, 2023 at 12:30 p.m. CT

LEARN MORE

www.TVAdsSettlement.com
1-844-717-0648



The Story of the Harlem Globetrotters' Return to TV

HOW PRESIDENT KEITH DAWKINS CREATES TOUCH POINTS FOR THE BRAND ALL YEAR. BY MOLLIE CAMILLANE



The Harlem Globetrotters hadn't had a television series since the 1970s—that is, until Keith Dawkins came along. The iconic basketball exhibition team—founded in Chicago in 1926—has long relied on its live tours to engage a passionate fan base, with its legendary performances showcasing talents on traditional NBA rules. But to keep the century-old brand relevant, Dawkins, who joined the organization in early 2022 as president, set out to establish a new presence in a vastly changed media landscape.

"Content in all forms is really important for us because it allows us to have a 365-day-a-year conversation

with the audience and activate on that in whichever shape we choose," said Dawkins, who will be appearing at Brandweek this week to talk about the evolution of the brand.

TV was an obvious choice. After all, the CBS Saturday morning Harlem Globetrotters cartoon from the '70s became a cult hit. The animated Globetrotters even palled around with Scooby-Doo and the gang in multiple Hanna-Barbera-produced movies after the show's cancellation.

Though launching a successful TV series is easier said than done, Dawkins had substantial experience in the space.

SEPTEMBER 2023 | ADVERTISER

In addition to running his own brand as founder and CEO of Brook Hill Media Ventures, the Globetrotters' president previously spent nearly 18 years at Viacom, launching sports initiatives at Nickelodeon to cultivate strategic partnerships with leagues such as the NFL, NASCAR and the MLS.

So Dawkins spiked interest with bringing the Globetrotters back to the TV airwaves, introducing them to a new generation in what he told Adweek was a "strategic move for the organization."

"It was an opportunity to tell the story of the Globetrotters off the court in terms of the Goodwill Ambassador work, the social impact work," Dawkins said. And that move paid off.

Scoring with TV audiences
The TV deal closed "quickly," according to Dawkins, and the series went into production in summer 2022, debuting late last year. In partnership with Hearst Media

Production Group, the 30-minute show, Harlem Globetrotters: Play It Forward, airs during NBC's The More You Know programming block on Saturdays and appears on NBC's digital properties. It also brings in outside talent, with comedian Drew Robinson lending his hosting skills to the series.

To date, Harlem Globetrotters: Play It Forward reaches 900,000 viewers per week, with some episodes surpassing a million. "You can get a stone to launch, but the audience will decide if they like it or not," said Dawkins. "It's great in terms of its impact on ticket sales on the tour that we saw, but I would argue it's helped pivot the perception of the Globetrotters. The content conversations that have opened up, the sponsoring conversations that have opened up—its visibility and success has been a big part of that."

The series is currently in production for Season 2 (following a Daytime Emmy nomination), with Season 1 landing on Telemundo this fall.

INSIGHTS | SPORTS MARKETING

Just the beginning
Though the Globetrotters tour several months throughout the year, a priority for Dawkins has been creating touch points for audiences all year, engaging fans who can't make it inside the stadiums.

The team has new sports marketing ventures, including a backpack line with Sprague, as well as new apparel, gaming and NFT deals.

"It's an example of a consumer touch point, but also a brand extension where people perceive and think about the Globetrotters in a very modern way," Dawkins said.

But the majority of the brand's work is focused on its corporate social responsibility initiatives, highlighted in Play It Forward. This includes three pillars: health and wellness, education and community empowerment.

Playing it forward
Fans can see the team's humanitarian philosophy in action through its partnership with Red Nose Day, the annual fundraiser

to end children's poverty, and new initiatives with Microsoft housing an under-served Black and Brown communities around the globe.

"The Globetrotters were born out living in a world where being inclusive was not at the top of the list 100 years ago, and the Globetrotters still found a way to persevere through that," Dawkins said. "We need to honor our legacy of being an inclusive brand."

Dawkins is still focused on "doing up" the tour in 2024, making it bigger than it was and expanding internationally.

"I want the Globetrotters to be relevant in ways that they haven't been in 30 or 40 years. I want to create pathways for anyone on planet Earth to have a touch point to the Globetrotters, and we can't do that if the tour is the only way," Dawkins said.



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- EXHIBIT E -

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A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the “Settlements”). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “the Cox Entities”); Fox Corporation (“FOX”); CBS Corporation n/k/a Paramount Global (“CBS”); and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”).
- These proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants (“non-Settling Defendants”). The non-Settling Defendants, who deny all wrongdoing, remain in the case and Plaintiffs’ lawsuit will continue against them.
- Plaintiffs claim that they were injured as a result of defendants’ alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their alleged illegal sharing of information. Both the Settling Defendants and non-Settling Defendants deny these allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation.
- If the Settlements are approved by the Court, the Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, class representative incentive awards, attorneys’ fees, and reimbursement for certain costs and expenses. In addition, the Settling Defendants will provide the Plaintiffs with valuable cooperation, which will be used to continue to prosecute this case against the non-Settling Defendants.
- You are a Settlement Class Member if you purchased broadcast television spot advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”) (See Question 5).
- If you are a Settlement Class Member, your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a Claim Form for payment online or by mail • Be bound by the any or all Settlements as a member of the Settlement Classes • Give up your individual right to sue or continue to sue the Settling Defendant(s) for the claims in this case 	Submit online or postmarked by October 26, 2023
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from any or all Settlement Classes and receive no payment from the respective Settlement(s) • Keep your individual right to sue or continue to sue the Settling Defendant(s) for the claims in this case 	Postmarked by October 26, 2023
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about any or all of the Settlements — You will still be bound by the Settlements, and you may still file a claim 	Postmarked by October 26, 2023
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlements — If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by October 26, 2023 	December 7, 2023
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Give up your right to sue or continue to sue Settling Defendants for the claims in this case 	

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.TVAdsSettlement.com, regularly for updates and further details.
- You may Opt Out of one or more Settlements if you so choose.
- You may object to one or more Settlements if you so choose.
- The Court in charge of this case still has to decide whether to approve the Settlements. **Payments will be made after the Court approves the Settlements.** Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

Defendants, including the Settling Defendants—The Cox Entities, CBS and FOX—sold broadcast television spot advertising in the United States. You may be affected if you purchased such advertising spots *directly* from one or more of the Broadcaster Defendants in the United States between January 1, 2014 and December 31, 2018 (the “Class Period”). You have a right to know about the proposed Settlements reached with Settling Defendants in this class action lawsuit, and about your rights and options, before the Court decides whether to approve the Settlements.

The Court in charge of this case is the United States District Court for the Northern District of Illinois, and the case is called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785. The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “The Cox Entities”), Fox Corporation (“FOX”), CBS Corporation k/n/a Paramount Global (“CBS”), and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”).

The “Broadcaster Defendants” are CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., Tribune Broadcasting Company, LLC, and Tribune Media Company. ShareBuilders is not a Broadcaster Defendant, but rather Plaintiffs allege it aided the Broadcaster Defendants in effectuating their conspiracy.

2. What is this lawsuit about?

Plaintiffs claim that the Broadcaster Defendants engaged in a conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising. Plaintiffs further claim that Cox Reps, Inc. and Katz Media Group, Inc.,¹ operating as “Sales Rep Firms,” as well as ShareBuilders, facilitated the exchange of communication between the Broadcaster Defendants. Plaintiffs further claim that they were injured as a result of an alleged conspiracy between the Sales Rep Firms, Broadcaster Defendants and ShareBuilders’ (collectively, “Defendants”) through the payment of artificially inflated prices.

Settling Defendants deny these allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to these Settlements to avoid the risk, cost, and inconvenience of further litigation.

Plaintiffs’ case is still proceeding against other non-Settling Defendants, who deny all wrongdoing. Those non-Settling Defendants may be subject to separate settlements, judgments, or class certification orders, or may succeed in their defenses. If applicable, you

¹ Katz Media Group, Inc. petitioned for bankruptcy protection in March 2018, and a bankruptcy plan discharged any of Plaintiffs’ claims against it in May 2019.

will receive a separate notice regarding the progress of the litigation and any resolution of claims against the non-Settling Defendants.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiffs One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture) sue on behalf of people and/or companies who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows resolution of many similar claims for persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why are there Settlements?

Settling Defendants deny that they did anything wrong. Plaintiffs and Settling Defendants have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. The Court has not decided in favor of Plaintiffs or Settling Defendants. Plaintiffs and their attorneys think the Settlements are in the best interests of the Settlement Classes and are fair, reasonable, and adequate. Settling Defendants have denied, and continue to deny, all allegations made by Plaintiffs.

WHO IS IN THE SETTLEMENT CLASSES?

5. Am I part of the Settlement Classes?

Each of the four Settlement Classes consist of the same members (“Settlement Class Members”): all persons and entities in the United States who purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations, including anyone who *directly* paid one or more Defendants for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”).

Broadcast Television Spot Advertising means advertising spots that run on a broadcast television channel or channels that use public airwaves to transmit programs available to any television set within range of a broadcast transmitter, or that are retransmitted via multichannel video programming distributors (“MVPDs”) such as cable, fiber optic networks (e.g., Verizon FiOS), satellite (e.g., DirecTV), and virtual MVPDs (e.g., Hulu + Live TV, fuboTV, YouTube TV). For the sake of clarity, Broadcast Television Spot Advertising includes advertising spots sold by and run on local broadcast stations that are usually affiliated with broadcast TV networks such as ABC, NBC, CBS, Fox, The CW, and MyTVNetwork. It does not include advertising spots that run on channels solely available through MVPDs or virtual MVPDs, such as ESPN, CNN, HGTV, Bravo, MSNBC, TBS, FX, or Fox News Channel.

The Broadcaster Defendants are CBS Corporation, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., Tribune Broadcasting Company, LLC, and Tribune Media Company. Purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental,

Millennium, and Eagle) from any of the Broadcaster Defendants also qualify for inclusion in the Settlement Classes.

The DMAs within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations are available at www.TVAdsSettlement.com or you may call 1-844-717-0648 to request a list.

Excluded from the Settlement Classes are Defendants, their parent companies, subsidiaries, affiliates, officers, directors, employees, assigns, successors, agents, or alleged co-conspirators; the court, court staff, defense counsel, all respective immediate family members of these excluded entities; federal governmental entities and instrumentalities of the federal government; and states and their subdivisions, agencies and instrumentalities.

6. What if I am still not sure if I am included in the Settlement Classes?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlements, visit www.TVAdsSettlement.com, or call toll-free at 1-844-717-0648.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

7. What do the Settlements provide?

If the Settlements are approved by the Court, the Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Classes, along with cooperation to prosecute this case against the remaining non-Settling Defendants. In addition, ShareBuilders will provide the Plaintiffs with valuable cooperation. Settlement Class Members who timely submit a valid claim will receive payments, after deducting costs associated with Settlement administration and notice, taxes, class representative incentive awards, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000).

8. What can I get from the Settlements?

Settlement Class Members who file a valid and timely Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. If additional settlements are reached with non-Settling Defendants, more money may become available.

HOW TO GET A PAYMENT

9. How can I get a payment?

To be eligible to receive a payment from the Settlements, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.TVAdsSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or postmarked by **October 26, 2023**.

Local TV Advertising Settlement
c/o JND Legal Administration
PO Box 91068
Seattle WA 98111

QUESTIONS? Visit www.TVAdsSettlement.com or call toll-free at 1-844-717-0648

info@TVAdsSettlement.com
www.TVAdsSettlement.com

If you do not submit a valid Claim Form by **October 26, 2023**, you will not receive a payment, but you will be bound by the Court's judgment.

10. When will I get my payment?

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the Settlements. If the Court approves the Settlements, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

11. What am I giving up to receive a payment or stay in the Settlements?

If you are a Settlement Class Member, unless you exclude yourself from the Settlements, you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants about the claims released in the Settlements. It also means that all the decisions by the Court will bind you. The Released Claims and Releasees are defined in the Settlement Agreements and describe the legal claims that you give up if you stay in the Settlements. The Settlement Agreements are available at www.TVAdsSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from the Settlements or you want to keep the right to sue or continue to sue Settling Defendants on your own about the claims released in these Settlements, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlements.

12. How do I get out of the Settlements?

To exclude yourself (or "Opt Out") from any or all of the Settlements, you must submit an Exclusion Request. Your Exclusion Request must include the following:

- Your and the company's full name, current street address, telephone number; and email address;
- A statement saying that you want to be excluded from one or more of the Settlements and specifying which Settlement(s) you want to be excluded from (i.e., The Cox Entities, FOX, CBS, and/or ShareBuilders Settlement);
- The case name and number (*In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785); and
- Your signature.

Your exclusion request must be postmarked by **October 26, 2023** to:

Local TV Advertising Settlement – Exclusions
c/o JND Legal Administration
PO Box 91068
Seattle, WA 98111

If you ask to be excluded from a Settlement, you will not get any payment from that Settlement, and you cannot object to that Settlement. You will not be legally bound by anything that happens in this lawsuit as related to any Settlement for which you opt out, and you may be able to sue (or continue to sue) individually the related Settling Defendant(s) about the claims in this lawsuit.

If you do not include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and will not be able to sue Settling Defendants about the claims in this lawsuit.

13. If I do not exclude myself, can I sue Settling Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Settling Defendants for the claims that these Settlements resolve. If you have a pending lawsuit against any of the Settling Defendants, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlements to continue your own lawsuit. If you properly exclude yourself from the Settlements, you will not be bound by any orders or judgments related to the Settlements.

14. If I exclude myself, can I still get a Settlement payment as part of this class action?

No. You will not get money from any Settlement for which you exclude yourself. If you exclude yourself from any Settlements, do not send in a Claim Form asking for benefits from that Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I need to hire my own lawyer?

No. The Court has appointed Hausfeld LLP as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Settlement Class Counsel will file a motion seeking a fee award (not to exceed 33.33% of the Settlements), reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000), as well as reimbursement for expenses incurred for Settlement administration, including notice and taxes. Any attorney fee award is ultimately determined by the Court.

When Settlement Class Counsel's motion for fees, costs and expenses, and class representative incentive awards is filed, it will be available at www.TVAdsSettlement.com. The motion will be posted on the website at least **30** days before the deadline to opt out or object to the Settlements, and you will have an opportunity to comment on the motion.

OBJECTING TO THE SETTLEMENTS

17. How do I tell the Court if I do not like the Settlements?

Any Settlement Class Member who does not timely and properly Opt Out of a Settlement may object to the fairness, reasonableness, or adequacy of a proposed Settlement under Federal Rule of Civil Procedure 23. Objections can be submitted by U.S. mail, express mail, electronic

QUESTIONS? Visit www.TVAdsSettlement.com or call toll-free at 1-844-717-0648

transmission, or personal delivery, but to be timely, it must be postmarked to the Clerk of the Court, Settlement Class Counsel, and Counsel for Settling Defendants by **October 26, 2023**.

The written objection must include:

- The case name and number (*In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785);
- Your (or the company's) name, address, and telephone number;
- Documents or testimony sufficient to establish your membership in the Settlement Class;
- A detailed statement of any objection asserted, including specifically which Settlement(s) you are objecting to (i.e., The Cox Entities, FOX, CBS, and/or ShareBuilders Settlement);
- Whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing and, if applicable, a list of all persons who will be called to testify in support of the objection;
- Copies of any papers, briefs, or other documents upon which your objection is based; and
- Your signature, in addition to the signature of your attorney (if any).

Your objection, along with any supporting material you wish to submit, must be delivered by **October 26, 2023** to the Clerk of the Court, Settlement Class Counsel, and Counsel for Settling Defendants at the addresses listed below:

Clerk of the Court	Counsel for Cox
Office of the Clerk United States District Court for the Northern District of Illinois 327 S Church Street Rockford, IL 61101	Jennifer L. Giordano Latham & Watkins LLP 555 Eleventh Street, NW, Suite 1000 Washington, DC 20004
Settlement Class Counsel	Counsel for FOX
Hausfeld LLP ATTN: In re Local TV Ads Litigation Settlement 888 16th Street NW, Suite 300 Washington, D.C. 20006	George S. Cary Kenneth S. Reinker Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Avenue NW Washington, DC 20037
	Counsel for CBS
	Yehudah L. Buchweitz Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to the Settlements only if you do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you don't want to be part of the Settlements. If you exclude yourself from the Settlements, you have no basis to object to the Settlements because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing on December 7, 2023 at 12:30 p.m. CT.

At the hearing, the Court will consider whether to give final approval to the Settlements and grant Settlement Class Counsel's request for attorneys' fees (not to exceed 33.33% of the Settlement), reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000), as well as reimbursement for expenses incurred for Settlement administration, including notice and taxes. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name (or the company's name), address, telephone number, and email, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Settlement Class Counsel and Counsel for Settling Defendants at the addresses listed in Question 17 on or before **October 26, 2023**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Settling Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlements. You can visit www.TVAdsSettlement.com to review the complete settlement documents, papers, and pleadings filed in this litigation, or contact the Settlement Administrator for more information:

Local TV Advertising Settlement
c/o JND Legal Administration
PO Box 91068
Seattle WA 98111

info@TVAdsSettlement.com
1-844-717-0648

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE

- EXHIBIT F -

Local TV Advertising Settlement Claim Form

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **OCTOBER 26, 2023**. THE CLAIM FORM MUST BE SIGNED AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants “final approval” to the Settlements. If the Court approves the Settlements, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient. We recommend saving purchase records between 1/1/2014 and 12/31/2018 in case the Settlement Administrator has questions regarding your claim. If you have any questions, please visit: www.TVAdsSettlement.com.

Instructions: Fill out each section of this form and sign where indicated. Mail your completed Claim Form to the Settlement Administrator at: Local TV Advertising Settlement, c/o JND Legal Administration, PO Box 91068, Seattle WA 98111.

Business Name		Authorized Business Representative Name			
Mailing Address					
City	State	ZIP Code			
Email Address		Phone Number			
<p>The business identified above purchased Television Spot Advertisements from one or more Broadcaster Defendant in a DMA set forth in Appendix A of the Complaint between January 1, 2014 and December 31, 2018 (check all that apply; purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental, Millennium, and Eagle) from any of the entities below may be included):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc. </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company </td> </tr> </table>				<input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc.	<input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company
<input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc.	<input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company				

Settlement Class Member Affirmation: I affirm under the laws of the United States and the laws of my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature of Authorized Business Representative	Date
Printed Name	Title

- EXHIBIT G -

From: info@TVAdsSettlement.com
To: [Class Member email address]
Subject: Local Television Settlements



Purchasers of broadcast television spot advertising who paid the TV Broadcaster(s) *directly* between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

YOUR UNIQUE ID:	<<Unique_ID>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

You were previously sent a notice regarding filing a claim in the Local Television Settlements. You must submit a valid claim online at www.TVAdsSettlement.com or postmarked by mail no later than **October 26, 2023**. Claim Forms are available at www.TVAdsSettlement.com, or may be requested by calling 1-844-717-0648.



If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000). In addition, the Settling Defendants will provide the Plaintiffs with cooperation, which will be used to continue to prosecute this case against the remaining non-Settling Defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. Go to www.TVAdsSettlement.com to learn more.

Questions? Visit www.TVAdsSettlement.com or Call 1-844-717-0648

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

- EXHIBIT H -

REMINDER NOTICE

Purchasers of broadcast television spot advertising who paid the TV Broadcaster(s) directly between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

Local TV Advertising Settlement
c/o JND Legal Administration
PO Box 91068
Seattle WA 98111



Questions?
Visit www.TVAdsSettlement.com or
Call 1-844-717-0648

«MailingBarcode»

Postal Service: Please do not mark barcode

- «Fullname»
- «AddressLine1»
- «AddressLine2»
- «AddressCity», «AddressState»
- «AddressPostalCode»
- «AddressCountry»

You were previously sent a notice regarding filing a claim in the Local Television Settlements. You must submit a valid claim online at www.TVAdsSettlement.com or postmarked by mail no later than **October 26, 2023**. Claim Forms are available at www.TVAdsSettlement.com, or may be requested by calling 1-844-717-0648.

If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000). In addition, the Settling Defendants will provide the Plaintiffs with cooperation, which will be used to continue to prosecute this case against the remaining non-Settling Defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. Go to www.TVAdsSettlement.com to learn more.

Questions? Visit www.TVAdsSettlement.com; call toll-free 1-844-717-0648; email info@TVAdsSettlement.com, or write Local TV Advertising Settlement, c/o JND Legal Administration, PO Box 91068, Seattle WA 98111.



YOUR UNIQUE ID:	<<NameNumber>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	