

**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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”, “Settlement Agreement,” or “Settlement”) is made and entered into as of May 10, 2023 (“Execution Date”), by and between the Plaintiffs One Source Heating & Cooling, LLC, Thoughtworx, Inc. d/b/a MCM Services Group, Hunt Adkins, Inc., and Fish Furniture (together, “Plaintiffs”), on behalf of themselves and on behalf of each Settlement Class Member (the “Settlement Class” as defined below), and ShareBuilders, Inc. (“ShareBuilders” and collectively with Plaintiffs and the Settlement Class, the “Parties”).

WHEREAS, Plaintiffs are prosecuting claims against ShareBuilders and other defendants on their own behalf and as class representatives on behalf of the Settlement Class in *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-6785 (the “Action”);

WHEREAS, Plaintiffs, on behalf of themselves and as representatives of the Settlement Class, allege that they were injured as a result of ShareBuilders’ alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of and to exchange information about broadcast television spot advertising in violation of Section 1 of the Sherman Act (15 U.S.C. § 1);

WHEREAS, Plaintiffs have contended that they and the Settlement Class are entitled to actual damages, treble damages, and injunctive relief for loss or damage, and threatened loss or damage, as a result of violations of the laws as alleged in the Action, arising from ShareBuilders' alleged conduct;

WHEREAS, ShareBuilders denies Plaintiffs' allegations, denies any and all purported wrongdoing in connection with the facts and claims that have been or could have been alleged against it in the Action, and asserts that it has a number of valid defenses to Plaintiffs' claims and that the claims are without merit;

WHEREAS, this Action has involved substantial discovery, including obtaining and analyzing over 14 million pages of documents, and the investigation and analysis of the facts and underlying events relating to the subject matter of their claims and the applicable legal principles;

WHEREAS, on August 29, 2022 the District Court granted ShareBuilders' motion to dismiss and entered its order dismissing this Action without prejudice as to ShareBuilders only (ECF No. 716);

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Agreement, and this Agreement embodies all of the terms and conditions of the Settlement;

WHEREAS ShareBuilders has provided sufficient proof of its inability to pay any meaningful settlement amount to Plaintiffs to resolve Plaintiffs' claims;

WHEREAS, Plaintiffs, through their counsel, conducted an investigation into the facts and law regarding the Action, considered the dismissal of the case as to ShareBuilders and the likelihood of successfully amending the operative Complaint, and have concluded that resolving the claims against ShareBuilders, according to the terms set forth below, is in the best interests of

Plaintiffs and the Settlement Class because of the value of the cooperation and additional consideration ShareBuilders has agreed to provide pursuant to this Agreement;

WHEREAS, ShareBuilders, despite its belief that it is not liable for the claims asserted by Plaintiffs and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, costs, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the release, order, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against ShareBuilders with respect to the sale of Broadcast Television Spot Advertisements including, without limitation, claims based in whole or in part on the facts, occurrences, transactions, or other matters alleged in the Action, or otherwise the subject of the Action, or that could have been alleged in the Action or otherwise have been the subject of the Action, as more particularly set out below;

WHEREAS, the Parties wish to preserve all arguments, defenses, and responses to all claims in the Action, including any arguments, defenses, and responses to any proposed litigation class proposed by Plaintiffs in the event this Agreement does not obtain Final Approval (defined below);

WHEREAS, the Parties have had a full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of this Agreement and have not relied on any representations (or the lack thereof) made by any other Party concerning the facts and circumstances leading to this Agreement;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the Plaintiffs and the Settlement Class be settled, compromised, and dismissed on the

merits with prejudice as to ShareBuilders, subject to Court approval, on the following terms and conditions:

1. GENERAL DEFINITIONS. The terms below and elsewhere in this Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Agreement.

a. “Broadcaster Defendants” means CBS Corporation n/k/a Paramount Global, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, Fox Corporation, 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.

b. “Broadcast Television Spot Advertisements” and “Broadcast Television Spot Advertising” mean advertising spots 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 Advertisements does not include advertising spots run on channels solely available through MVPDs or virtual MVPDs.

c. “Class Notice” means the notice to any Class Members approved by the Court.

d. “Class Representatives” mean One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture.

e. “Complaint” refers collectively to the Second Amended complaint filed on September 9, 2019 (ECF No. 292) and Plaintiffs’ Consolidated Third Amended Antitrust Class Action Complaint filed on March 16, 2022 (ECF No. 556).

f. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Virginia M. Kendall.

g. “Defendants” means those Defendants named in Plaintiffs’ Complaint.

h. “Effective Date” shall have the meaning set forth in Paragraph 2 of this Settlement Agreement.

i. “Execution Date” means the latest date of the execution of this Agreement by all Parties.

j. “Opt-Out” means only persons and entities who file a timely and valid written request for exclusion from the Settlement in accordance with the exact procedures set forth in the Court-approved Class Notice.

k. “Opt-Out Deadline” means the Court-ordered date set forth in the Class Notice by which all persons and entities seeking exclusion must submit a written request for exclusion.

l. “Released Claims” shall have the meaning set forth in Paragraph 4 of this Settlement Agreement.

m. “Releasees” means ShareBuilders, Inc. and any and all of its past, present, and future, direct and indirect, parent companies, subsidiary companies, affiliated companies, affiliated partnerships, and joint venturers, including all of its respective predecessors, successors and assigns, and each and all of its present, former, and future principals, partners, officers,

directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, beneficiaries, and representatives of any kind.

n. “Releasors” means Plaintiffs, the Settlement Class, and each and every Settlement Class member and their past, present, and future, direct and indirect, parent companies, subsidiary companies, affiliated companies, affiliated partnerships, divisions, and joint venturers, including all of their respective predecessors, successors, and assigns, and each and all of their present, former, and future principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, servants, accounts, plans, groups, heirs, wards, assigns, beneficiaries, estates, next of kin, family members, relatives, personal representatives, executors, administrators, beneficiaries, and representatives of any kind, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or now will be, affiliated, and the predecessors, successors, heirs, executors, administrators, and assigns of any of the foregoing, as well as any party claiming by, for, or through the Releasors.

o. “Settlement Administrator” means the firm retained to disseminate notice to the Settlement Class (defined below in Paragraph 5) and administer the distribution of the Settlement Fund (defined below) to the Settlement Class, including all matters related thereto (“Settlement Administration”), subject to Court approval.

p. “Settlement Class” means the class defined in Paragraph 3 below.

q. “Settlement Class Counsel” refers to Hausfeld LLP.

r. “Settlement Class Member” means each member of the Settlement Class who has not validly elected to be excluded from the Settlement Class.

s. “Settlement Class Period” means from January 1, 2014 to December 31, 2018.

2. **APPROVAL OF THIS AGREEMENT AND DISMISSAL OF CLAIMS AGAINST SHAREBUILDERS.**

a. ShareBuilders shall use its reasonable best efforts in connection with Plaintiffs' Counsel's motions for approval of the Settlement and any related documents necessary to effectuate and implement the terms and conditions of the Settlement Agreement. Subject to the approval of the Court, the Parties will undertake their reasonable best efforts, including all steps and efforts consistent with the Settlement Agreement that may be reasonably necessary or appropriate, by order of the Court or otherwise, to carry out the terms of the Settlement Agreement.

b. Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Preliminary Approval Motion"). The Preliminary Approval Motion shall include the proposed form of an order preliminarily approving this Agreement.

c. Plaintiffs, at a time to be decided in their sole discretion but not longer than six months from the Execution Date absent agreement by ShareBuilders, shall submit to the Court a motion for authorization to disseminate notice of the Settlement and final judgment contemplated by this Agreement to the Settlement Class (the "Notice Motion"). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of Class Notice. Before submission, ShareBuilders shall have a reasonable opportunity to review and comment on the Notice Motion, and Plaintiffs shall reasonably consider ShareBuilders' comments.

d. Plaintiffs shall seek the entry of an order and final judgment, the text of which Plaintiffs and ShareBuilders shall agree upon, and such agreement will not be unreasonably withheld. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

- i. certifying the Settlement Class described in Paragraph 3, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this Settlement as a Settlement Class for the Action;
- ii. approving finally this Settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- iii. directing that all Releasers shall, by operation of law, be deemed to have released all Releasees from the Released Claims (as defined in Paragraph 4) and claims to be waived and released pursuant to Paragraph 4;
- iv. directing that the Action (including the Complaint) be dismissed as to ShareBuilders with prejudice and, except as provided for in this Agreement, without costs;
- v. except as to disputes agreed to be resolved through alternative dispute procedures, reserving exclusive jurisdiction over the Settlement and this Agreement, including the interpretation, administration, and consummation of this Settlement, as well as over ShareBuilders for its provision of cooperation pursuant to this Agreement, to the Court;
- vi. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to ShareBuilders shall be final; and providing that (a) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including ShareBuilders, to contest

certification of any other class proposed in the Action, (b) the Court's findings in this order and final judgment in the Action shall have no effect on the Court's ruling on any motion to certify any class in the Action or on the Court's rulings concerning any Defendant's motion; and (c) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

e. This Agreement shall become final and be deemed to have received "Final Approval" when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 3 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to ShareBuilders and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of the order and the final judgment as to ShareBuilders described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the order and final judgment in the Action as to ShareBuilders have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review (the "Effective Date"). It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the Execution Date, Plaintiffs and ShareBuilders shall be bound by the terms of this Agreement, and this Agreement shall not be rescinded except in accordance with Paragraph 10.

3. **CERTIFICATION OF A SETTLEMENT CLASS.** Plaintiffs shall move the Court for certification of the following Settlement Class for settlement purposes only:

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”). For the sake of clarity, the DMAs within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations are set forth in Appendix A to the consolidated Third Amended Antitrust Class Action Complaint dated March 16, 2022 and attached hereto. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries, affiliates, officers, directors, employees, assigns, successors, agents, 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.

ShareBuilders agrees that, for purposes of obtaining approval of this Settlement, it will not oppose Plaintiffs motion(s) for certification of the Settlement Class for settlement purposes only. The Parties agree that, if the Court does not approve the Settlement Agreement, then each side shall be returned to their pre-Settlement positions. At such point, ShareBuilders shall have the full ability to oppose any motion for certification of a litigation class, and Plaintiffs may not use anything in the Final Settlement Agreement or preliminary approval papers against ShareBuilders.

4. **SETTLEMENT CLASS’S RELEASE.**

a. Upon the occurrence of the Effective Date and in consideration of the cooperation and additional consideration to be provided by ShareBuilders pursuant to Paragraphs 8 and 9 of this Agreement, the Releasers shall be deemed to completely, finally and forever release, acquit, and discharge the Releasees from any and all claims, counterclaims, demands, actions, potential actions, suits, and causes of action, losses, obligations, damages, matters and issues of any kind or nature whatsoever, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys’ fees, whether class, individual, or otherwise, that the

Releasors, or any of them, ever had or now has directly, representatively, derivatively or in any other capacity against any of the Releasees, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, accrued or unaccrued, matured or unmatured, disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or equity, on account of or arising out of or resulting from or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date concerning the purchase of Broadcast Television Spot Advertisements, including without limitation, claims based in whole or in part on the facts, occurrences, transactions, or other matters alleged in the Action, or otherwise the subject of the Action, or that could have been alleged in the Action or otherwise have been the subject of the Action, which arise under any antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, unjust enrichment, civil conspiracy law, fraud, RICO, or any other law, code, rule, or regulation of any country or jurisdiction worldwide, including under federal or state law, and regardless of the type or amount of damages claimed, from the beginning of time through the Effective Date (the “Released Claims”). However, nothing herein shall release any claims for product liability, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract, breach of warranty or tort based on any factual predicate in this Action), a claim arising out of violation of Uniform Commercial Code, or personal or bodily injury.

b. In addition to the provisions of Paragraph 4(a), the Releasors acknowledge they understand Section 1542 of the California Civil Code and expressly waive and release any and all provisions of and rights and benefits conferred by Section 1542 of the California Civil Code, or by any law of any state or territory of the United States or other jurisdiction, or principle

of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released herein. Section 1542 of the California Civil Code provides as follows:

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

c. The Parties intend that the releases in this Agreement be interpreted and enforced broadly and to the fullest extent permitted by law.

d. The Releasors agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Releasors agree that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect their decision to enter into this Agreement, and absent any fraud by ShareBuilders that induced the Releasors to grant the releases herein, the releases herein given shall be and remain in effect as a full, final, and complete general release of the Released Claims and the Releasors shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof.

5. **CLASS ADMINISTRATION AND NOTICE.** As soon as practicable, Plaintiffs will retain one or more professional and independent entities that, jointly or separately, are responsible for all aspects of settlement administration (“Settlement Administrator”). Such Settlement Administrator shall be approved by the Court and, if approved, overseen by Plaintiffs following the Effective Date. Plaintiffs shall be solely responsible for the payment of all costs and fees associated with settlement administration, including the costs and fees charged by the Settlement Administrator for work performed by the Settlement Administrator under this Agreement

(excluding, for the avoidance of doubt, any Taxes, penalties, or other assessments imposed by a taxing authority in connection with settlement administration). ShareBuilders shall not be responsible for paying any amount related to settlement administration or the Settlement Administrator. Plaintiffs will make reasonable efforts to notice multiple settlements with multiple Defendants in a single notice to the extent possible. The Parties agree that Plaintiffs and the Settlement Class are not required to provide notice of settlement with ShareBuilders until it is economically feasible to do so, as adjudged by Settlement Class Counsel and the Court.

- a. If necessary, the Settlement Administrator will consult with Settlement Class Counsel to answer any questions or resolve any disputes that arise.
 - b. At no time and under no circumstances shall Plaintiffs, ShareBuilders, Settlement Class Counsel, counsel for ShareBuilders, the Releasers, or the Releasees have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrators or their agents.
 - c. Notice to Settlement Class Members of this Agreement shall be in conformance with the notice plan approved by the Court, after submission by Plaintiffs. Written notice to Settlement Class Members of this Agreement shall conform to the form of notice(s) approved by the Court, after proposed notice(s) are submitted to the Court by Plaintiffs. The Parties shall jointly agree on, subject to approval by the Court, the content of any supplemental Notice to Class Members, if deemed necessary by Settlement Class Counsel, regarding the Agreement or the Settlement.
6. **EXCLUSIONS.**
- a. ShareBuilders reserves all legal rights and defenses with respect to any potential Settlement Class Member that requests exclusion.

b. Subject to Court approval, a request for exclusion must be in writing and state the full name, street address, telephone number, and email address of the person or entity seeking exclusion from the Settlement Class by the Opt-Out Deadline. Further, the written request for exclusion must include a statement that he, she, or it wishes to be excluded from the Settlement. Subject to Court approval, a request for exclusion that does not comply with these and any other requirements set forth in the Class Notice shall be invalid, and each person or entity submitting an invalid request shall be deemed a Settlement Class Member and shall be bound by this Settlement Agreement upon Final Approval.

c. ShareBuilders or Settlement Class Counsel may dispute an exclusion request in accord with the Notice Plan approved by the Court.

d. Plaintiffs, Settlement Class Counsel, ShareBuilders, and ShareBuilders' counsel covenant and agree to take no actions, directly or indirectly, designed or intended to influence any member or putative member of the potential Settlement Class to opt out of the Settlement, or to assist others in doing so.

7. FEE AWARDS, COSTS AND EXPENSES, AND SERVICE AWARDS FOR PLAINTIFFS.

The Releasees under this Agreement shall have no responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs of any fee and expense award, or Service Awards, in the Action.

8. **CONTINUING DISCOVERY OBLIGATIONS.** ShareBuilders agrees to continue to provide discovery to Plaintiffs as specifically limited by the restrictions, terms, and conditions set forth below. Plaintiffs are barred from issuing any additional discovery, notices, requests, process, or subpoenas to ShareBuilders, other than as set forth below. Plaintiffs agree that they will not use the information provided by ShareBuilders and/or its representatives for any purpose other than

the prosecution of claims in the Action and will use such information consistent with the Protective Order, ECF No. 194, governing the Action, and will not use such information beyond what is reasonably necessary for the prosecution of claims in the Action. Any dispute pursuant to this Paragraph shall be resolved by the Mediator, whose decision shall be binding on the Parties.

a. *Maintenance of Privileges*: ShareBuilders will not be required to divulge information to Plaintiffs and/or Settlement Class Counsel that is protected by the attorney-client privilege, attorney work-product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privilege or protection.

b. *Documents*: ShareBuilders agrees to provide non-privileged documents responsive to Plaintiffs' First Set of Requests for Production of Documents served in the Action, subject to agreements regarding scope, custodians, and search terms. ShareBuilders will also perform or permit reasonable searches for responsive documents to a reasonable number of follow up requests made by Plaintiffs in connection with their prosecution of this Action and produce all non-privileged responsive documents identified in those searches as long as such reasonable searches and follow up requests do not involve additional e-discovery vendor costs incurred or to be incurred by ShareBuilders.

c. *Algorithm(s)*: ShareBuilders agrees to provide a demonstration of how it uses its algorithm(s) and any related electronic code to Plaintiffs' counsel and experts, subject to attorneys' eyes-only treatment under the Protective Order. ShareBuilders further agrees to make available a ShareBuilders' employee with knowledge of the algorithm(s) or code to answer any reasonable questions Settlement Class Counsel or Plaintiffs' expert(s) may pose during or after the demonstration. The demonstration offered by ShareBuilders will not involve turning over the algorithm(s) or any related electronic code. Settlement Class Counsel and Plaintiffs' experts shall

be permitted to inspect the algorithm(s) under mutually agreed terms by the Parties. At the request of Settlement Class Counsel, ShareBuilders further agrees to provide a declaration setting forth the description of its algorithm(s), its inputs and outputs, and its historical development and functions. If for any reason the declaration is deemed insufficient by the Court, ShareBuilders shall provide a records custodian(s) to testify by deposition and/or trial regarding the algorithm(s).

d. *Authentication and Admissibility*: At the request of Settlement Class Counsel, ShareBuilders will provide declarations, certifications, or affidavits regarding the authentication of ShareBuilders' documents maintained in the ordinary course of its business, including their certification as records of a regularly conducted activity pursuant to Federal Rule of Evidence 803(6). If for any reason, the declarations, certifications, or affidavits are deemed insufficient by the Court for purposes of the admissibility of the documents, ShareBuilders shall provide a records custodian(s) to testify by deposition and/or at trial.

e. *Attorney Proffer(s)*: ShareBuilders' counsel will meet with Settlement Class Counsel to discuss information that would otherwise have been available in the normal course of discovery from ShareBuilders. The topics to be discussed shall include the following:

- i. A detailed description of the broadcast television spot advertising industry, including, but not limited to market conditions, competition, pricing, the role of sales representative firms and other firms involved in the pricing and sales of broadcast television spot advertising.
- ii. A description of facts reasonably known to ShareBuilders that are relevant to the claims asserted in the Action, including but not limited to facts, if any, related to the alleged conduct, the methods of communication employed by any Defendants to communicate or

exchange information with each other, dissemination of competitively sensitive information to or amongst one or more Defendants, the specific locations and dates of and participants in meetings and communications relating to the alleged conduct, and the alleged conduct's alleged effect on pricing of broadcast television spot advertising, if any.

f. *Interviews*: Beginning no earlier than seven (7) business days after the Court preliminarily approves the Settlement Agreement, ShareBuilders will identify, through attorney proffers, witnesses known to ShareBuilders with knowledge concerning the claims in the Action. ShareBuilders will make up to four (4) witnesses under ShareBuilders' control, including but not limited to Erin Koller and Austin Locke (the "ShareBuilders Witnesses"), to occur at a mutually convenient place and time.

g. *Depositions*: ShareBuilders will accept service of subpoenas for four (4) depositions and will make the ShareBuilders Witnesses available for deposition in order to provide truthful testimony, as well as a Rule 30(b)(6) deposition with up to ten (10) topics, which may involve one or more of the four deponents provided.

h. *Trial Witnesses*: ShareBuilders will not contest issuance of trial subpoenas for four (4) witnesses and make the ShareBuilders Witnesses available to testify at the trial of the Action in order to provide truthful testimony.

i. The Parties agree to work together efficiently and in good faith to effect the Continuing Discovery Obligations and to minimize costs where feasible.

j. The Parties agree that any statements made by ShareBuilders' counsel under this Paragraph 8 are offered as "conduct or statements made in compromise negotiations regarding

the claim” and shall not be admissible in evidence in any proceeding, including under Federal Rule of Evidence 408. In the event this Settlement Agreement is not approved by the Court, such prohibition on discoverability, use, and admissibility shall survive. Any document produced and/or testimony independently developed in the Action shall be excluded from this Paragraph.

k. The Parties agree that any and all disputes pursuant to this Paragraph shall be resolved by the Mediator agreed upon by the Parties.

l. In the event the Court does not preliminarily or finally approve the Settlement Agreement, the Parties agree that Plaintiffs, Settlement Class Counsel, and any class member or class shall not use or disclose the fact of, or any information provided during, the attorney proffers in parts above as evidence of any violation of any statute or law, or of any liability of wrongdoing by ShareBuilders or to establish the truth of any of the allegations contained in the Action or any pleading filed by Plaintiffs, Settlement Class Counsel, or any class. Any document produced and/or testimony independently developed in the Action shall be excluded from this Paragraph.

9. **ADDITIONAL CONSIDERATION.** For a period of five (5) years beginning on the date the Court enters an order of Final Approval (as set forth in Paragraph 2), ShareBuilders shall maintain an antitrust policy that it annually distributes to all of its employees.

10. **TERMINATION AND RESCISSION.**

a. *Rejection or Alteration of Settlement Terms.* If (a) the Court refuses to grant preliminary or final approval of this Agreement or certify the Settlement Class; (b) preliminary or final approval of this Agreement or certification of the Settlement Class is set aside on appeal; (c) the Court does not enter Final Judgment with respect to ShareBuilders; or (d) the Court enters Final Judgment with respect to ShareBuilders, appellate review is sought, and, upon such review,

Final Judgment is not affirmed, ShareBuilders and Plaintiffs each have the option at their sole discretion to rescind the Settlement Agreement. Alternatively, if the Court provides feedback such that its approval is conditioned on material modifications to the Settlement Agreement, Plaintiffs and ShareBuilders agree to discuss in good faith within sixty (60) days whether any adjustments to the Settlement Agreement are appropriate, including whether termination is appropriate.

b. *Termination of Settlement.* In the event of termination or rescission pursuant to this Paragraph 10, the Parties shall be deemed to have reverted to their respective status in the Action as of October 31, 2022, and without waiver of any positions asserted in the Action as of October 31, 2022. Except as otherwise expressly provided herein, the Parties shall proceed in all respects as if the Settlement Agreement had not been executed.

c. Plaintiffs, the Settlement Class, Settlement Class Counsel, and ShareBuilders agree that, whether or the not the Court finally approves the Settlement Agreement, neither the fact nor content of settlement negotiations or discussions will constitute admissions, nor be used as evidence of any violation of any statute or law, or of any liability or wrongdoing by ShareBuilders or any Releasees, or the truth of any of the claims or allegations contained in the Action or any pleading filed by Plaintiffs, the Class, or Settlement Class Counsel in the Action, and any evidence of such negotiations and discussions are not discoverable, and the Settlement Class cannot use them directly or indirectly, except in a proceeding to enforce or interpret the Settlement Agreement. Nothing in this Settlement Agreement shall affect the application of Federal Rule of Evidence 408.

11. **COVENANT NOT TO SUE.** The Releasors hereby covenant and agree that they shall not, hereafter, sue or otherwise seek to establish liability against any of the Releasees based, in whole or part, upon any of the Released Claims.

12. **SHAREBUILDERS' RELEASE.** Upon final judicial approval of the Settlement, ShareBuilders shall release Plaintiffs, Settlement Class Members, and Settlement Class Counsel from any claims relating to the institution, prosecution, or settlement of the pending Action.

13. **NO ADMISSION OF LIABILITY.** The Parties expressly agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) a violation of any statute or law or of any liability or wrongdoing whatsoever by ShareBuilders, or any Releasees, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action, and shall not be used against ShareBuilders or the other Releasees, and evidence thereof shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding, against ShareBuilders or the Releasees. Nothing in this Paragraph 13 shall prevent Plaintiffs from using information produced by ShareBuilders pursuant to the cooperation provisions of this Settlement Agreement against non-settling Defendants to establish (i) or (ii) above pursuant to the limitations set forth in Paragraph 8(j).

14. **JOINT AND SEVERAL LIABILITY PRESERVED.** This Agreement does not settle or compromise any claim by Plaintiffs or any Settlement Class Member asserted against any Defendant or alleged co-conspirator other than ShareBuilders and the Releasees. All claims against other Defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Settlement Class. All claims against other Defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Settlement Class. All claims based on the alleged illegal conduct and sale of Broadcast Television Spot Advertisements by any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than

ShareBuilders and the Releasees are specifically reserved by Plaintiffs and members of the Settlement Class.

15. **CONFIDENTIALITY.** This Settlement Agreement shall remain confidential until publicly filed with the Court for approval. Nothing in this Paragraph 15 shall prohibit ShareBuilders from making general disclosures as necessary to comply with its obligations, including to other parties or professionals involved in this Action. Absent advance consent of all Parties to the Settlement Agreement, the Parties and their counsel shall not hold any press conference or issue any press release or press statements that wholly or predominantly relates to this Settlement Agreement.

16. **NON-DISPARAGEMENT.** The Parties agree they will not disparage one another or their respective claims or defenses, such as by making public statements that disparage the Parties or their conduct in connection with the Action, and instead will confine their public comments to essentially the following: “The Parties have agreed to resolve this matter. ShareBuilders has not admitted any liability and continues to deny the allegations in Plaintiffs’ complaint, while Plaintiffs believe they would have prevailed.”

17. **CAFA.** ShareBuilders shall submit all materials required to be sent to appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and notify the Court that CAFA compliance has been accomplished.

18. **CONTINUING JURISDICTION.** Except as to disputes arising under Paragraph 8 (which shall be resolved through a Mediator), the Court shall retain jurisdiction over the implementation, interpretation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and

agreement by Plaintiffs and ShareBuilders, including challenges to the reasonableness of any party's actions. ShareBuilders will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction. The Parties also agree that, in the event of such dispute, they are and shall be subject to the jurisdiction of the Court and that the Court is a proper venue and convenient forum.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire, complete and integrated agreement between Plaintiffs and ShareBuilders pertaining to the settlement of the Action against ShareBuilders, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Plaintiffs and ShareBuilders in connection herewith. Neither this Agreement, nor the Confidential Supplement, may be modified or amended except in writing executed by Plaintiffs and ShareBuilders, and approved by the Court.

20. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and ShareBuilders. Without limiting the generality of the foregoing, upon Final Approval of this Agreement each and every covenant and agreement made herein by Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than ShareBuilders), which is a party to this Agreement) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Settlement Class Members, Releasers, and Releasees any right or remedy under or by reason of this Agreement.

21. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts by Plaintiffs and ShareBuilders, and a facsimile or Portable Document Format (.pdf) image of a signature shall be deemed an original signature for purposes of executing this Agreement.

22. **NOTICE.** Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that the recipient acknowledges having received that email, with an automatic “read receipt” or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph 22, or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

23. **PRIVILEGE.** Nothing in this Agreement is intended to waive any right to assert that any information or material is protected from discovery by reason of any individual or common interest privilege, attorney-client privilege, work product protection, or other privilege, protection, or immunity, or is intended to waive any right to contest any such claim of privilege, protection, or immunity.

24. **VOLUNTARY SETTLEMENT AND AGREEMENT; ADVICE OF COUNSEL.** Each Party agrees and acknowledges that it has (1) thoroughly read and fully understands this Agreement and (2) received or had an opportunity to receive independent legal advice from attorneys of its own choice with respect to the advisability of entering into this Agreement and the rights and obligations created by this Agreement. Each Party agrees that this Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. Each Party enters into this Agreement knowingly and voluntarily, in consideration of the promises, obligations, and rights set forth herein.

25. **NO PARTY IS THE DRAFTER.** This Agreement was jointly negotiated, prepared, and drafted by Settlement Class Counsel and counsel for ShareBuilders. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

26. **HEADINGS.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

27. **OPPORTUNITY TO CURE:** If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

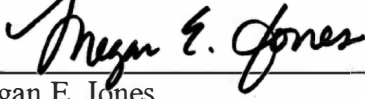
28. **GOVERNING LAW:** All terms of this Agreement shall be governed and interpreted according to the substantive laws of Illinois without regard to its choice of law or conflict of laws principles.

29. **REASONABLE EXTENSIONS:** Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

30. **COUNSEL'S EXPRESS AUTHORITY.** Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of his or her respective client(s) subject to Court approval.

Dated: May 10, 2023

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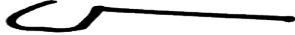
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EXHIBIT A

Appendix A

DMAs with Multiple Defendants Present

No.	DMA	Defendants Present	Plaintiffs Purchased in the DMA During Class Period	Owned Stations Market Share (%)	Operated Stations Market Share (%)	Owned Station HHI	Operated Stations HHI
1.	Abilene-Sweetwater, TX***	-Nexstar -Sinclair Broadcast Group -TEGNA	X (from Scripps on Nexstar)	85	99	3,392	4,602
2.	Albany, GA	-Gray (formerly Raycom) -Sinclair	X (from Sinclair; from Scripps on Raycom)	86	86	5,407	5,476
3.	Albany-Schenectady- Troy, NY	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from TEGNA on Nexstar)	62	72	2,732	3,377
4.	Amarillo, TX	-Gray (formerly Raycom) -Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	89	100	2,885	3,445
5	Atlanta, GA***	-CBS -Cox* -Fox -Meredith -TEGNA	X (from Scripps on Cox; from Sinclair on CBS; from Tribune on TEGNA)	96	60	2,348	2,348
6.	Augusta-Aiken, GA	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Nexstar)	56	56	3,695	3,695

7.	Austin, TX***	-Nexstar -Sinclair -Fox -TEGNA	X (from Scripps on Nexstar)	87	93	2,057	2,389
8.	Bakersfield, CA***	-Nexstar -Sinclair -Scripps	X (from Sinclair; from Scripps on Nexstar)	79	79	2,771	2,771
9	Baltimore, MD	-CBS -Scripps -Sinclair	X (from Sinclair; from Scripps; from Scripps on CBS; from Tribune on Sinclair)	55	66	2,398	2,853
10.	Baton Rouge, LA	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Nexstar; from Scripps on Raycom)	57	69	3,067	3,377
11	Beaumont-Port Arthur, TX***	-Sinclair -TEGNA	X (from Sinclair)	71	100	3,118	5,257
12	Billings, MT	-Nexstar -Scripps**	X (from Scripps on Nexstar)	14	82	4,305	4,492
13.	Birmingham (Anniston and Tuscaloosa), AL***	-Sinclair -Gray (formerly Raycom) -Nexstar	X (from Sinclair; from Scripps on Raycom; from Scripps on Nexstar; from Tribune on Sinclair; from TEGNA on Nexstar)	79	79	2,661	2,661
14	Boise, ID***	-Gray (formerly Raycom) -Scripps -Sinclair -TEGNA	X (from Sinclair; from Scripps)	91	91	2,616	2,616

15	Boston, MA	-CBS -Cox*	X (from Sinclair on CBS; from Scripps on Cox)	36	24	2,000	1,975
16	Buffalo, NY****	-Nexstar -Scripps -Sinclair -TEGNA	X (from Scripps; from Sinclair; from TEGNA; from Scripps on Nexstar; from Tribune on TEGNA)	97	97	2,544	2,544
17	Butte-Bozeman, MT	-Scripps** -Sinclair		26	83	4,222	4,222
18	Cedar Rapids-Waterloo- Iowa City-Dubuque, IA	-Gray (formerly Raycom) -Sinclair	X (from Sinclair)	42	51	2,978	3,245
19	Champaign/Springfield- Decatur, IL***	-Nexstar -Sinclair	(from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	54	70	2,635	3,396
20	Charleston, SC	-Gray (formerly Raycom) -Nexstar -Sinclair	X (from Sinclair; from Scripps on Raycom; from Scripps on Nexstar)	83	99	2,651	3,423
21	Charleston-Huntington, WV****	-Sinclair -Nexstar	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	30	40	3,941	4,295
22	Charlotte, NC****	-Cox* -Fox -Gray (formerly Raycom) -TEGNA	X (from Cox; from Fox; from TEGNA; from Scripps on Raycom)	85	53	2,375	2,375
23	Chicago, IL	-CBS -Fox -Tribune		46	46	1,662	1,662

24	Cincinnati, OH***	-Gray (formerly Raycom) -Scripps -Sinclair	X (from Scripps; from Sinclair; from Scripps on Raycom; from Tribune on Sinclair)	66	77	2,099	2,707
25	Cleveland-Akron (Canton), OH***	-Gray (formerly Raycom) -Scripps -TEGNA -Tribune	X (from Scripps)	93	93	2,197	2,197
26	Colorado Springs-Pueblo, CO	-Nexstar -Scripps**	X (from Scripps on Nexstar)	20	49	2,438	2,438
27	Columbia, SC***	-Gray (formerly Raycom) -Sinclair -TEGNA	X (from Sinclair; from Scripps on Raycom)	79	79	2,562	2,562
28	Columbus, GA (Opelika, GA)	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Raycom; from Scripps on Nexstar)	69	69	2,888	2,888
29	Columbus-Chillicothe, OH	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	42	65	2,462	3,577
30	Corpus Christi, TX	-Scripps** -Sinclair -TEGNA		37	82	3,237	3,237
31	Dallas-Ft. Worth, TX***	-CBS -Fox -TEGNA -Tribune	X (from Fox)	68	68	1,831	1,831

32	Davenport, IA Rock Island-Moline, IL***	-Nexstar -Tribune -TEGNA	X (from Scripps on Nexstar; from Tribune on Nexstar; from TEGNA)	44	55	3,270	3,565
33	Dayton, OH	-Cox* -Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair; from Scripps on Cox)	80	44	3,251	3,568
34	Denver, CO***	-CBS -Scripps -TEGNA -Tribune	X (from TEGNA; from Scripps)	92	92	2,346	2,349
35	Des Moines-Ames, IA***	-Nexstar -Sinclair -Tribune -TEGNA	X (from Sinclair; from Scripps on Nexstar; from TEGNA on Nexstar; from TEGNA)	57	57	3,170	3,170
36	Detroit, MI	-CBS -Fox -Scripps	X (from Scripps; from Sinclair on CBS; from Tribune on Scripps)	73	73	2,466	2,466
37	Dothan, AL	-Gray (formerly Raycom) -Nexstar	X (from Raycom; from Scripps on Nexstar)	35	35	4,866	4,866
38	El Paso-Las Cruces, TX/NM***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	52	52	2,335	2,335
39	Evansville, IN	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Nexstar)	70	81	2,888	3,645

40	Flint-Saginaw-Bay City, MI***	-Meredith -Sinclair	X (from Sinclair; from Tribune on Sinclair)	64	67	3,148	3,321
41	Fresno-Visalia, CA	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	51	51	2,163	2,163
42	Ft. Smith-Fayetteville- Springdale-Rogers, AR***	-Nexstar -Tribune	X (from Scripps on Nexstar)	60	71	2,951	3,353
43	Gainesville, FL	-Fox -Sinclair**		18	45	3,772	4,077
44	Grand Rapids- Kalamazoo-Battle Creek, MI***	-Nexstar -Sinclair -TEGNA -Tribune	X (from Sinclair; from Scripps on Nexstar)	97	97	2,529	2,529
45	Green Bay-Appleton, WI	-Nexstar -Scripps -Sinclair	X (from Scripps; from Sinclair; from Scripps on Nexstar; from TEGNA on Nexstar; from Tribune on Sinclair)	70	70	2,825	2,825
46	Greensboro-High Point- Winston-Salem, NC***	-Sinclair -TEGNA -Tribune	X (from Sinclair)	64	64	2,402	2,646
47	Greenville-New Bern- Washington, NC***	-Nexstar -Sinclair -Gray (formerly Raycom)	X (from Sinclair)	89	89	2,890	2,890
48	Greenville- Spartanburg- Asheville-Anderson, SC/NC***	-Meredith -Sinclair -Nexstar	X (from Sinclair; from Tribune on Sinclair)	65	70	2,357	2,587
49	Harlingen-Weslaco- Brownsville-McAllen, TX ***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	24	24	1,991	1,991

50	Harrisburg-Lancaster-Lebanon-York, PA***	-Nexstar -Sinclair -Tribune	X (from Scripps on Nexstar)	62	62	2,507	2,546
51	Hartford-New Haven, CT***	-Meredith -Nexstar -Tribune	X (from Scripps on Nexstar)	73	73	2,321	2,321
52	Hattiesburg-Laurel, MS	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Raycom; from Scripps on Nexstar)	90	90	5,747	5,747
53	Honolulu, HI	-Nexstar -Gray (formerly Raycom)	X (from Tribune on Raycom; from Scripps on Raycom)	71	78	2,892	3,349
54	Houston, TX***	-Fox -TEGNA -Tribune		42	42	1,507	1,507
55	Huntsville-Decatur-Florence, AL ***	-Gray (formerly Raycom) -Nexstar -Tribune	X (from Scripps on Raycom; from Scripps on Nexstar)	80	83	2,691	2,756
56	Indianapolis, IN***	-CBS -Nexstar -Scripps -Tribune	X (from Scripps; from TEGNA on Nexstar; from Scripps on Nexstar; from Sinclair on Tribune)	63	63	2,573	2,573
57	Jackson, MS	-Gray (formerly Raycom) -Nexstar	X (from Tribune on Raycom; from Scripps on Raycom; from Scripps on Nexstar)	58	58	2,457	2,542
58	Jacksonville, FL	-Cox* -TEGNA		64	25	2,865	3,337

59	Johnstown-Altoona- State College, PA	-Sinclair -Nexstar	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair; from Scripps on Sinclair)	79	79	3,328	3,328
60	Kansas City, MO***	-Meredith -Scripps -Tribune	X (from Scripps; from Sinclair on Meredith)	66	66	2,413	2,413
61	Knoxville, TN***	-Gray (formerly Raycom) -Nexstar -TEGNA	X (from Scripps on Nexstar)	70	70	2,791	2,791
62	Lafayette, LA	-Nexstar -Scripps**	X (from Scripps on Nexstar)	35	78	3,479	3,479
63	Lansing, MI***	-Nexstar -Scripps	X (from Scripps)	61	61	3,039	3,062
64	Las Vegas, NV***	-Meredith -Nexstar -Scripps -Sinclair	X (from Sinclair; from Scripps; from Tribune on Sinclair)	84	84	2,004	2,004
65	Lexington, KY	-Scripps** -Sinclair	X (from Sinclair; from Scripps)	14	46	2,861	2,861
66	Little Rock-Pine Bluff, AR***	-Nexstar -Sinclair -TEGNA	X (from Sinclair; from Scripps on Nexstar)	83	97	2,648	3,605
67	Los Angeles, CA	-CBS -Fox -Tribune		38	38	1,360	1,360
68	Louisville, KY	-Gray (formerly Raycom) -TEGNA**	X (from Scripps on Raycom)	18	37	2,490	2,490

69	Lubbock, TX	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Raycom; from Tribune on Raycom; from Scripps on Nexstar)	64	79	2,648	3,554
70	Macon, GA	-Sinclair -TEGNA	X (from Sinclair)	80	80	3,784	3,784
71	Memphis, TN	-Cox* -Gray (formerly Raycom) -Nexstar -Sinclair* -Tribune**	X (from Scripps on Nexstar; from Scripps on Cox)	98	71	2,548	2,548
72	Miami - Ft. Lauderdale, FL***	-CBS -Tribune	X (from Sinclair on CBS)	18	18	1,582	1,579
73	Milwaukee, WI ***	-Scripps -Sinclair -Tribune	X (from Sinclair; from Scripps)	49	49	2,218	2,218
74	Minneapolis - St. Paul, MN	-Cox* -Fox -Sinclair -TEGNA -CBS	X (from Sinclair; from CBS)	77	77	2,267	2,267
75	Missoula, MT	-Scripps** -Sinclair		32	82	3,820	3,820
76	Mobile-Pensacola (Ft. Walton Beach), FL***	-Meredith -Nexstar -Sinclair	(from Sinclair; from Scripps on Nexstar; from TEGNA on Nexstar)	98	98	3,579	3,579
77	Myrtle Beach-Florence, SC	-Sinclair -Gray (formerly Raycom) -Nexstar	X (from Sinclair; from Scripps on Raycom; from Scripps on Nexstar; from Tribune on Nexstar)	80	86	2,691	2,961

78	Nashville, TN***	-Meredith -Nexstar -Scripps -Sinclair	X (from Scripps; from Sinclair; from TEGNA on Nexstar; from Tribune on Sinclair)	95	98	2,393	2,505
79	New Orleans, LA***	-Gray (formerly Raycom) -Tribune -TEGNA	X (from Scripps on Raycom)	77	77	2,430	2,430
80	New York, NY	-CBS -Fox -Tribune	X (from Sinclair on CBS)	49	49	1,824	1,824
81	Norfolk-Portsmouth- Newport News, VA	-Dreamcatcher* -Nexstar -TEGNA -Tribune** -Sinclair	X (from Sinclair; from Tribune on Dreamcatcher; from Sinclair on Dreamcatcher; from Scripps on Nexstar)	98	98	3,203	3,203
82	Odessa-Midland, TX	-Nexstar -Gray (formerly Raycom)	X (from Scripps on Nexstar)	50	50	2,563	2,563
83	Oklahoma City, OK***	-Griffin -Sinclair -Tribune	X (from Sinclair)	75	75	2,470	2,470
84	Omaha, NE	-Scripps -Sinclair	X (from Scripps; from Sinclair; from Tribune on Sinclair)	28	32	2,865	2,935
85	Orlando-Daytona Beach- Melbourne, FL	-Cox* -Fox	X (from Scripps on Cox; from Tribune on Cox)	47	19	2,278	2,281
86	Paducah-Cape Girardeau-Harrisburg, MO	-Gray (formerly Raycom) -Sinclair	X (from Sinclair)	46	46	2,932	2,932

87	Panama City, FL	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Nexstar)	45	45	3,070	4,220
88	Peoria-Bloomington, IL***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Sinclair on Nexstar)	38	44	3,944	4,301
89	Philadelphia, PA***	-CBS -Fox -Tribune	X (from Sinclair on CBS)	47	47	1,954	1,954
90	Phoenix-Prescott, AZ***	-Fox -Meredith -Nexstar -Scripps -TEGNA	X (from Scripps; from Sinclair on Meredith; from Scripps on Nexstar; from Tribune on Scripps)	80	80	1,798	1,798
91	Pittsburgh, PA***	-CBS -Cox* -Sinclair	X (from Sinclair; from Tribune on Sinclair; from Scripps on Cox)	77	49	2,672	2,672
92	Portland, OR Vancouver, WA***	-Meredith -Nexstar -TEGNA -Tribune -Sinclair	X (from Sinclair)	97	97	2,121	2,121
93	Portland-Auburn, ME***	-Sinclair -TEGNA	X (from Sinclair)	68	78	2,834	3,466
94	Providence, RI-New Bedford, MA	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	71	85	2,853	3,713

95	Raleigh-Durham, NC***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	24	24	3,117	3,117
96	Richmond-Petersburg, VA***	-Fox* -Gray (formerly Raycom) -Nexstar -Sinclair -Tribune	X (from Sinclair; from Scripps on Raycom; from Scripps on Nexstar)	95	95	2,386	2,402
97	Roanoke-Lynchburg, VA***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	43	43	2,562	2,562
98	Rochester, NY***	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar; from Tribune on Sinclair)	41	73	2633	3,571
99	Sacramento-Stockton- Modesto, CA***	-CBS -TEGNA -Tribune	X (from CBS; from TEGNA; from Tribune)	59	59	2,206	2,206
100	Salt Lake City-St. George, UT***	-Nexstar -Sinclair -Tribune	X (from Sinclair; from Scripps on Nexstar)	71	71	2,317	2,317
101	San Angelo, TX***	-Nexstar -Sinclair -TEGNA	X (from Scripps on Nexstar)	70	97	3,986	6,974
102	San Antonio, TX	-Sinclair -TEGNA	X (from Sinclair)	54	59	2,304	2,637
103	San Diego, CA***	-Scripps -TEGNA** -Tribune	X (from Scripps)	26	51	1,822	1,883

104	San Francisco-Oakland-San Jose, CA***	-CBS -Fox -Nexstar	X (from Sinclair on CBS)	51	51	1,793	1,793
105	Savannah, GA	-Gray (formerly Raycom) -Nexstar -Sinclair	X (from Sinclair; from Scripps on Raycom; from Scripps on Nexstar; from Tribune on Sinclair)	87	87	3,033	3,033
106	Seattle-Tacoma, WA***	-CBS -Cox* -Sinclair -TEGNA -Tribune	X (from Sinclair; from Scripps on TEGNA; from Scripps on Cox)	94	76	2,058	2,058
107	Shreveport, LA	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Raycom; from Scripps on Nexstar; from TEGNA on Nexstar)	45	45	2,764	2,764
108	Sioux City, IA	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	35	51	3,377	3,718
109	Springfield-Holyoke, MA	-Meredith -Nexstar	X (from Scripps on Nexstar)	97	97	4,689	4,689
110	St. Louis, MO***	-Meredith -Sinclair -TEGNA -Tribune	X (from TEGNA; from Sinclair)	98	98	2,902	2,902
111	Syracuse, NY	-Nexstar -Sinclair	X (from Sinclair; from Scripps on Nexstar)	66	80	2,544	3,630
112	Tallahassee, FL Thomasville-GA***	-Gray (formerly Raycom) -Sinclair	X (from Sinclair; from Scripps on Raycom)	41	52	3,267	3,873

113	Tampa-St. Petersburg-Sarasota, FL***	-CBS -Fox -Gray (formerly Raycom) -Nexstar -Scripps -TEGNA	X (from Scripps; from Scripps on Nexstar)	89	89	1,674	1,677
114	Toledo, OH***	-Gray (formerly Raycom) -Sinclair	X (from Sinclair; from Scripps on Raycom)	47	47	3,088	3,088
115	Tri-Cities, TN-VA (Bristol, VA; Greenville, TN; Johnson City, TN; Kingsport, TN) ***	-Nexstar -Sinclair	X (from Sinclair)	84	84	3,656	3,656
116	Tucson, AZ	-Gray (formerly Raycom) -Scripps -TEGNA	X (from Scripps; from Tribune on Scripps)	53	53	1,913	1,913
117	Tulsa, OK***	-Cox* -Griffin -Scripps -Sinclair	X (from Scripps; from Sinclair; from Tribune on Sinclair; from Scripps on Cox)	97	70	2,786	2,786
118	Twin Falls, ID	-Scripps -TEGNA	X (from Scripps)	38	38	4,688	4,688
119	Tyler-Longview-Lufkin-Nacogdoches, TX	-Gray (formerly Raycom) -Nexstar -TEGNA	X (from Scripps on Raycom; from Scripps on Nexstar)	91	99	3,480	3,947
120	Waco-Temple-Bryan, TX***	-Gray (formerly Raycom) -Nexstar -TEGNA	X (from Scripps; from Scripps on Nexstar)	59	59	2,967	2,988
121	Washington, DC***	-Fox -Sinclair -TEGNA -Tribune -Nexstar	X (from Sinclair; from Scripps on Nexstar)	69	69	2,165	2,166

122	West Palm Beach-Ft. Pierce, FL	-Scripps -Sinclair -Gray (formerly Raycom)	X (from Scripps; from Sinclair; from Scripps on Raycom; from Tribune on Sinclair; from Scripps on Sinclair)	70	78	2,230	2,658
123	Wheeling, WV/ Steubenville, OH	-Nexstar -Sinclair	X (from Scripps on Nexstar)	100	100	5,404	5,404
124	Wichita Falls-Lawton, TX	-Gray (formerly Raycom) -Nexstar	X (from Scripps on Nexstar)	71	81	3,011	3,853
125	Wichita-Hutchinson, KS***	-Nexstar -Sinclair	X (from Sinclair; from TEGNA on Nexstar)	34	36	2,680	2,804
126	Wilkes-Barre-Scranton-Hazleton, PA***	-Dreamcatcher* -Nexstar -Tribune**	X (from Sinclair; from Tribune on Dreamcatcher; from Scripps on Nexstar; from TEGNA on Nexstar)	71	83	2,941	3,609
127	Yakima-Pasco-Richland-Kennewick, WA	-Gray (formerly Raycom) -Sinclair	X (from Sinclair)	65	65	2,793	2,793
Weighted Average				60	60	2,213	2,303

Notes:

¹ Revenue share and HHI figures are calculated based on 2017 spot advertising revenue. Station ownership status is also reflected as of year-end 2017. Station operator status is only available as of the present day and present-day station operators are assumed to have also operated the station in 2017, with the exception of the following: Tribune stations pending purchase by Nexstar are counted as Tribune stations above. Raycom stations bought by Gray in January 2019 are counted as Raycom stations above. Stations owned by Paramount Stations in 2017 are counted as CBS owned stations. Sales representative status is also only available

as of the present day and present-day sales representatives are assumed to have also represented the station in 2017. “From” designations mean that the advertisement was purchased directly “from” the identified Broadcaster Defendant and also aired on a broadcast station operated by that same Broadcaster Defendant. “From” and “on” designations mean that the advertisement was purchased directly “from” the first identified Broadcaster Defendant, but was aired “on” a broadcast station operated by a different, second identified Broadcaster Defendant pursuant to a joint sales agreement or other joint venture or undertaking.

* Defendant owned but did not operate at least one station in DMA.

** Defendant operated but did not own at least one station in DMA. Unless otherwise noted, Defendant-associated stations in the DMA were both owned and operated by Defendants.

*** Cox or Katz worked with multiple Defendant owners or operators in DMA.