

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 12-md-02311 Honorable Marianne O. Battani
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION FLUID WARMERS	:	Case No. 2:13-cv-02403-MOB-MKM
IN RE: VALVE TIMING CONTROL DEVICES	:	Case No. 2:13-cv-02503-MOB-MKM Case No. 2:13-cv-02603-MOB-MKM
IN RE: ELECTRONIC THROTTLE BODIES	:	
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	:	

**MOTION FOR AUTHORIZATION TO DISSEMINATE NOTICE TO THE END-PAYOR PLAINTIFFS SETTLEMENT CLASSES**

End-Payor Plaintiffs respectfully move the Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for: (i) authorization to disseminate notice to the End-Payor Plaintiff Settlement Classes<sup>1</sup>; and (ii) for the appointment of Kinsella Media, LLC and Garden City

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<sup>1</sup> The Court has provisionally approved nine settlement classes in connection with End-Payor Plaintiffs' settlement with HIAMS, which cover the following automotive parts: *Alternators; Starters; Ignition Coils; Motor Generators; Inverters; Air Flow Meters; Fuel Injection Systems; Valve Timing Control Devices; and Electronic Throttle Bodies*. End-Payor Plaintiffs have filed a

Group, LLC as Notice Administrator and Settlement Claims Administrator, respectively. In support of this Motion, End-Payor Plaintiffs rely upon the accompanying memorandum of law as well as the supporting declarations and exhibits, all of which are incorporated by reference herein.

Hitachi Automotive Systems Ltd. (“HIAMS”), T.RAD Co., Ltd., and T.RAD North America, Inc. (together, “T.RAD”) (T.RAD, together with Hitachi, “Settling Defendants”) consent to this Motion and to the entry of the proposed order authorizing End-Payor Plaintiffs to disseminate notice to the End-Payor Plaintiff Settlement Classes.

Dated: September 3, 2015

Respectfully submitted,

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motion for preliminary approval of their settlement with T.RAD, which seeks provisional certification of settlement classes, which cover *Automatic Transmission Fluid Warmers*; and *Radiators* (collectively, “Settlement Classes”).

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**STATEMENT OF ISSUES PRESENTED**

1. Whether the Court should authorize the dissemination of notice of the settlements reached between End-Payor Plaintiffs and Settling Defendants (defined below);
2. Whether the Court should appoint Kinsella Media, LLC as Notice Administrator and Garden City Group as the Settlement Administrator.

**STATEMENT OF CONTROLLING OR MOST APPROPRIATE AUTHORITIES**

*Karkoukli's, Inc. v. Dohany*, 409 F.3d 279 (6th Cir. 2009)

*Mullane v. Central Hanover Bank & Trust*, 339 U.S. 306 (1950)

*In re Packaged Ice Antitrust Litig.*, 08-MD-01952, 2011 U.S. Dist. LEXIS 17255 (E.D. Mich. Feb. 22, 2011)

*In re Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, 2014 U.S. Dist. LEXIS 41695 (N.D. Cal. Mar. 26, 2014)

*In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 516 (3d Cir. 2004)

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, End-Payor Plaintiffs (“EPPs” or “Plaintiffs”) hereby move the Court to: (i) approve dissemination of the notice of the settlements to the Settlement Classes in the above-captioned actions in the manner proposed herein; and (ii) appoint Kinsella Media, LLC (“Kinsella”) and Garden City Group, LLC (“GCG”) as Notice Administrator and Settlement Administrator, respectively.

## I. INTRODUCTION

This motion is brought in connection with the settlements reached in the above-captioned actions between Hitachi Automotive Systems, Ltd. (“HIAMS”), T.RAD Co., Ltd., and T.RAD North America, Inc. (together, “T.RAD”) (T.RAD, together with Hitachi, “Settling Defendants”).

EPPs settlement with HIAMS has already been preliminarily approved<sup>2</sup>, and a settlement class in each of the cases in which HIAMS is a defendant has been conditionally certified, providing a partial resolution of the following nine pending cases: *Alternators*, 2:13-cv-00703, ECF No. 38; *Starters*, 2:13-cv-01103, ECF No. 48; *Ignition Coils*, 2:13-cv-01403, ECF No. 33; *Motor Generators*, 2:13-cv-01503, ECF No. 49; *Inverters*, 2:13-cv-01803, ECF No. 47; *Air Flow Meters*, 2:13-cv-02003, ECF No. 23; *Fuel Injection Systems*, 2:13-cv-02203, ECF No. 90; *Valve Timing Control Devices*, 2:13-cv-02503, ECF No. 83; and *Electronic Throttle Bodies*, 2:13-cv-02603, ECF No. 23.

In each of the aforesaid preliminary approval orders, the Court approved EPPs’ request for Settlement Class Counsel, at the appropriate time, to propose notice to the members of the

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<sup>2</sup> EPPs have recently submitted a motion for preliminary approval of their settlement with T.RAD, *Automatic Transmission Fluid Warmers*, Case No. 2:13-cv-02403, ECF No. 15, *Radiators*, Case No. 2:13-cv-01003, ECF No. 86.

Settlement Classes, including the form of, method for, and date of dissemination of notice. *See, e.g., Alternators*, 2:13-cv-00703, ECF No. 38, ¶ 1.

## II. NOTICE TO MEMBERS OF THE SETTLEMENT CLASSES IS APPROPRIATE AT THIS TIME

The Settling Defendants, and their affiliates, have entered into settlements in 11 Auto Parts cases for a total of approximately \$54 million<sup>3</sup>. By this motion, EPPs submit for the Court's approval a plan for notice to the Settlement Classes and a schedule for the final approval of these settlements.

Courts routinely grant final settlement approval of interim settlements with one or more but less than all defendants in multi-defendant antitrust class actions. *See, e.g., In re Transpacific Passenger Air Transportation Antitrust Litig.*, No. 07-05634, MDL No. 1913 (N.D. Cal. May 26, 2015);<sup>4</sup> *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 07-cv-05944, MDL No. 1917 (N.D. Cal. Apr. 18, 2014); *Precision Associates, Inc. v. Panalpina World Transport (Holding) Ltd.*, No. 08-cv-00042 (E.D.N.Y. Aug. 27, 2013); *In re Processed Egg Products Antitrust Litig.*, 08-md-02002 (E.D. Pa. July 16, 2012); *In re CRT* (N.D. Cal. Mar. 22, 2012); *In re Korean Air Lines Co., Ltd. Antitrust Litig.*, 2:07-cv-05107, MDL No. 1891 (C.D. Cal. July 15, 2011); *In re Air Cargo Shipping Services Antitrust Litig.*, 1:06-md-01775 (E.D.N.Y. March 14, 2011); *In re Packaged Ice Antitrust Litig.*, 08-MD-01952, 2011 U.S. Dist. LEXIS 17255 (E.D. Mich. Feb. 22, 2011); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 3:07-MD-1827 (N.D. Cal. Feb. 18, 2011); *In re Urethane Antitrust Litig.*, 04-MD-1616 (D. Kan. Aug. 30, 2006); *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 643 (E.D. Pa. 2003).

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<sup>3</sup> The amount of each Settlement and the Settlement Fund in each of the 11 cases is set forth in Exhibit A of the Declaration of William Reiss ("Reiss Decl.") in Support of Motion for Authorization to Disseminate Notice to the End-Payor Plaintiff Settlement Classes.

<sup>4</sup> All unpublished decisions cited herein are attached as Exhibit B to the Reiss Decl. in Support of Motion for Authorization to Disseminate Notice to the End-Payor Plaintiff Settlement Classes.

It is common in antitrust class actions where some but not all defendants have settled and where final approval of those settlements has been granted to postpone the distribution of the Net Settlement Funds<sup>5</sup> to class members to some future date, such as after additional class settlements occur or subsequent to the final disposition of the pending litigation. *Packaged Ice*, 2011 U.S. Dist. LEXIS 17255, at \*73 (“Without affecting the finality of this Final Order and Judgment, the Court retains jurisdiction for the purposes of . . . entering any Orders or conducting any hearings in connection with any final plan of distribution or claims submission process . . . .”); *Linerboard*, 292 F.Supp. 2d at 636 (distribution expected at a much later stage in the litigation pursuant to a plan of distribution after further notice to class members). Courts also routinely grant the application of class counsel to set aside a portion of these early settlements in an escrow account to reimburse counsel for litigation expenses incurred on behalf of the class to date and to be used to fund ongoing litigation expenses incurred in prosecuting claims against the remaining defendants.<sup>6</sup> See *In re Transpacific*, (N.D. Cal. May 26, 2015); *Packaged Ice*, 2011 U.S. Dist. LEXIS 17255, at \*60-64; *In re Plastic Additives Antitrust Litigation*, No. 03-cv-2038 (E.D. Pa., Feb. 17, 2006); *In re Microcrystalline Cellulose Antitrust Litigation*, No. 01-cv-111 (E.D. Pa., June 15, 2005); *Newby v. Enron Corp.*, 394 F.3d 296, 303 (5th Cir. 2004); *In re Auto Refinishing Paint Antitrust Litigation*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29162 (E.D. Pa. Oct. 13, 2004); *In re Brand Name Prescription Drugs Antitrust Litigation*, No. 94-c-897 (N.D. Ill., Feb. 18, 1998); and *In re High Fructose Corn Syrup Antitrust Litigation*, MDL No. 1087 (C.D. Ill., Jan. 15, 1997).

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<sup>5</sup> The “Net Settlement Funds” are the Settlement Funds minus fees, costs and expenses.

<sup>6</sup> The Notice provides that Class Counsel will be moving for an order seeking reimbursement of litigation expenses incurred to date and the establishment of a litigation fund to cover future litigation expenses in connection with the continued litigation against the Non-Settling Defendants.

### III. THE NOTICE PROVIDES THAT THE MEMBERS OF THE SETTLEMENT CLASSES MAY OPT OUT OF THE SETTLEMENTS

The Settlement Classes that have been or, EPPs anticipate will be, preliminarily certified in the 11 Auto Parts cases referred to in the Notice include class members who purchased or leased qualifying new motor vehicles<sup>7</sup> or indirectly purchased replacement parts in states which permit indirect purchasers to bring antitrust damage claims (“Damages States”)<sup>8</sup> as well as those who made such purchases in states which do not permit such damage claims. Those class members who made purchases in any of the Damages States may be eligible to file a claim for a *pro rata* portion of one or more of the Net Settlement Funds; the remaining class members would solely be eligible to obtain the equitable non-monetary benefits contained in the proposed final judgments, including cooperation and Settling Defendants’ agreement not to engage in the specified conduct that is the subject of the lawsuits for a period of two years from the date of entry of the final judgment.

The proposed Notice describes the right of the members of each Settlement Class to opt out of some or all of the Settlement Classes, including those members of Settlement Classes when the EPPs are seeking only non-monetary equitable relief.<sup>9</sup> Accordingly, any class member can opt out and thus not be bound by any of the Settlements or final judgments entered in connection therewith.

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<sup>7</sup> Qualifying new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles.

<sup>8</sup> The Damages States include the District of Columbia and the following states: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

<sup>9</sup> Joseph M. McLaughlin, 1 *McLaughlin on Class Actions* § 5:21 (8th ed. 2011); William B. Rubenstein, 2 *Newberg on Class Actions* § 4:36 (5th ed. 2012); *Penson v. Terminal Transp. Co.*, 634 F.2d 989, 993-54 (5th Cir. 1981); *In re Celera Corp. Shareholder Litig.*, 59 A.3d 418, 422 (Del. 2012).

**IV. THE NOTICE PLAN SHOULD BE APPROVED AS SATISFYING THE REQUIREMENTS OF RULE 23**

EPPs respectfully move the Court for approval of the Notice Program, the Notice Forms, and the schedule for implementing the Notice Program. The proposed Notice Program and forms of Notice would be disseminated in a “reasonable manner to all class members who [will] be bound by the proposal” and provide for the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” as required by Rules 23(e)(1) and 23(c)(2)(B) of the Federal Rules of Civil Procedure. EPPs further move for the appointment of Kinsella as the Notice Administrator for purposes of the implementation of the notice program and GCG as the Settlement Administrator.

**a. The Notice Program**

EPPs propose a multi-faceted and comprehensive Notice Program to provide notice of the above-referenced settlements to the members of the Settlement Classes. EPPs have retained Kinsella to develop the notice program and forms of notice for these settlements. Kinsella is a nationally recognized leader in providing class action and other forms of legal notice, with extensive experience in the design and implementation of comprehensive notice programs in connection with class action settlements. The expertise of Kinsella in legal notice design and implementation is set forth in the accompanying Declaration of Katherine Kinsella on Adequacy of Notice and Notice Program (“Kinsella Decl.”) in Support of Motion for Authorization to Disseminate Notice to the End-Payor Plaintiffs Settlement Classes.

EPPs’ proposed Notice Program, attached as Ex. C to the Kinsella Decl., contains the following elements:

- Paid Media (Publication and Internet), Earned and Social Media, a website, and a Toll-Free Telephone Support Line to provide the best notice practicable;

- Kinsella will publish the Summary Notice in selected consumer magazines,<sup>10</sup> a newspaper,<sup>11</sup> and newspaper supplements<sup>12</sup> to reach 80.4% of New Vehicle Owners/Lesseees with an average estimated frequency of 2.9 times. Kinsella will also publish the Summary Notice in two trade publications that reach fleet owners.<sup>13</sup> The Summary Notice will, in turn, refer potential class members to the Call Center and the website where they can obtain the Long Form Notice and additional documents and information.
- Similarly, Kinsella will purchase Internet advertising with 295,265,000 gross impressions across various websites and for one month on a fleet association website, driving potential members of the Settlement Classes to the case website where they can obtain the Long Form Notice, additional documents, and information. See Notice Plan at 14-16.
- Kinsella will implement an earned media press outreach program, including a Multimedia News Release, statewide press releases on PR Newswire, and outreach to traditional print and online news outlets in the Damages States. See Notice Plan at 19-21.
- GCG will post the Long-Form Notice, proposed final judgments, along with other court documents, and the various Settlement Agreements, on the specially created website designed to provide notice of the settlements in these litigations, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), which will be made easily findable through searches conducted on the Internet;
- GCG will staff a toll-free hotline (877-940-5043) to answer any questions by any potential members of the Settlement Classes about the settlements and to provide copies of court approved notices and other documents.

Fed. R. Civ. P. 23(e)(1) requires that notice of the settlement of a class action be given “in a reasonable manner to all class members who would be bound by the proposal,” and Fed. R. Civ. P. 23(c)(2)(B) provides that in any class certified under Rule 23(b)(3) “the court must

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<sup>10</sup> Field & Stream, National Geographic, People, Reader’s Digest, Southern Living, and Women’s Day. See Notice Plan at 8-12, for an explanation of the rationale for selecting these publications.

<sup>11</sup> Wall Street Journal. See Notice Plan at 8-12, for an explanation of the rationale for selecting these publications.

<sup>12</sup> Parade and American Profile, which together appear in a combined 1,785 newspapers that cover all 50 states and the District of Columbia. These two newspaper supplements have a combined circulation of 28,000,000. See Notice Plan at 9-10.

<sup>13</sup> Auto Rental News and Automotive Fleet. See Notice Plan at 8-12.

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.” EPPs’ proposed Notice Plan meets these requirements.

The Long Form Notice will be mailed to each potential settlement class member who requests it in response to the various forms of paid and earned media notice described in detail in the Notice Plan. Kinsella Decl., Ex. C-7. Further, the Long Form Notice as well as other settlement documents will be available for view, download, and printing at the settlement website [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

Because Settling Defendants’ products are incorporated into motor vehicles assembled and sold or leased by others, Settling Defendants do not have the names and addresses necessary to send notice by direct mail to each member of the Settlement Classes. In such circumstances, “[n]either Rule 23 nor due process . . . requires actual notice to each party intended to be bound by the adjudication of a class action.” *Roberts v. Shermeta, Adams & Von Allmen, P.C.*, No. 13-cv-01241, 2015 U.S. Dist. LEXIS 38434, \*16-17 (W.D. Mich. Feb. 23, 2015) (citing *Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008)). Due process requires only notice that is reasonably calculated to reach interested parties. *Fidel*, 534 F.3d at 514; *Karkoukli’s, Inc. v. Dohany*, 409 F.3d 279, 283 6th Cir. 2009). See also *Mullane v. Central Hanover Bank & Trust*, 339 U.S. 306, 315 (1950).

Thus, for example, in *In re Warfarin Sodium Antitrust Litigation*, 212 F.R.D. 231 (D. Del. 2002), the court determined that where, like here, the names and addresses of absent class members were unavailable, publication notice was the best notice practicable under the circumstances. *Id.* at 252. The Third Circuit affirmed, rejecting challenges to the notice. *In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 516, 536-37 (3d Cir. 2004). See also *In re*

*Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, 2014 U.S. Dist. LEXIS 41695, at \*24 (N.D. Cal. Mar. 26, 2014); (approving notice plan consisting solely of publication notice because “the size and nature of the class renders it nearly impossible to determine exactly who may qualify as a class member. . . . That being the case, direct notice to class members by mail, e-mail or other electronic individualized means is impractical.”); *In re Heartland Payment Sys.*, 851 F. Supp. 2d 1040, 1061 (S.D. Tex. 2012) (approving notice plan that consisted exclusively of publication notice because “[Defendants] did not have the names and addresses of those affected by the data breach and could not reasonably request this information for 130 million accounts from the issuer banks.”); *Manual for Complex Litigation, Fourth* § 21.312 at p. 294 (Federal Judicial Center 2004) (“Posting notices and other information on the Internet, publishing short, attention-getting notices in newspapers and magazines, and issuing public service announcements may be viable substitutes for, or more often supplements to, individual notice if that is not reasonably practicable”).

**b. The Proposed Notice Plan Schedule**

As outlined in the Proposed Order submitted herewith, EPPs propose the following notice schedule, with deadlines measured from the date of entry of the Court’s Order approving the

Notice Plan:

- **Within 60 days:** GCG launches the Toll Free Settlement Hotline, and publishes the relevant documents on the Settlement Website. (Proposed Order ¶ 7).
- **Within 60 days:** Kinsella commences publication of the Summary Notice in newspaper supplements, newspaper, and trade and consumer publications; begins online media notice activities, including Internet banner ads and keyword search; begins earned media activities. (*id.* ¶ 8);
- **115 days:** Filing of Kinsella and GCG affidavits/declarations reflecting that mailing, posting, and publication were made in accordance with this Order (*id.* ¶ 9);
- **155 days:**

- Filing of motions for final approval of the Settlements (*id.* ¶ 10);
- Filing of Plaintiffs’ Motion for Reimbursement of Expenses and the creation of a fund for future litigation expenses (*id.*); and
- If Class Counsel so elect, filing of motion for attorneys’ fees by Class Counsel and incentive awards for the named class representatives (*id.*).
- **185 days:** Deadline for objections and requests for exclusion from some or all of the Settlement Classes (*id.* ¶¶ 11, 12); and
- **Not earlier than 215 days:** Final Fairness Hearing. (*id.* ¶ 14).

For the above reasons, EPPs respectfully request that the Court adopt the schedule contained in the Proposed Order.

**c. The Form and Content of the Proposed Notices**

EPPs also seek approval of the proposed form and content of the Complete (Long Form) and the Summary (Short or Publication Form) Notices.<sup>14</sup> The information required by Rule 23(c)(2)(B) is set forth “clearly and concisely . . . in plain, easily understood language” at the following sections of the notices:

- Nature of the actions—Long Form § 2, Short Form ¶ 1;
- Settlement Classes’ Definition— Long Form § 7, Short Form ¶ 2;
- Settlement Classes’ Claims, Issues & Defenses— Long Form § 2, Short Form ¶ 1;
- Right to appear— Long Form §§ 23, 24, Short Form ¶ 8;
- Right to exclude/Time & Manner to Request Exclusion— Long Form § 15, Short Form ¶ 7; and
- Binding effect— Long Form §§ 14-17, Short Form ¶ 7.

Additionally, the Long Form Notice informs potential Settlement Class Members about the identity of the Settling Defendants; the auto parts covered in these Settlements; the amount of

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<sup>14</sup> The Long-Form and Publication Notices are attached as Exhibits C-6 and C-7 to the Kinsella Decl.

each of the Settlements; the potential for future settlements; where to access the complete Settlement Agreements, proposed final judgments and other Court documents; how the lawyers may be paid in the future; when the lawyers will file their petition for reimbursement of litigation expenses; Settlement Class Members' right to object or opt out and how to do so; and the date, place and time of the Fairness Hearing, among other information. This additional information conforms with Rule 23(e)'s requirement for distribution of the settlement notice in a reasonable manner. *See In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 327 (3d Cir. 1998) ("The Rule 23(e) notice is designed to summarize the litigation and the settlement and to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation." (internal quotation marks omitted)).

Finally, the Long Form Notice explains to potential members of the Settlement Classes that a distribution of the Net Settlement Funds will occur at a future time, possibly in conjunction with future settlements, and encourages Settlement Class Members to register with the Settlement website to obtain information on future settlements and the filing of claims. *See Long Form* §§ 9-10, 12.

For the reasons stated above, the proposed Notice Plan and Form of Notices fulfill the requirements of Rule 23 and due process. Accordingly, approval of the Notice Plan and Form of Notices is appropriate.

## **V. CONCLUSION**

For the foregoing reasons, EPPs request that the Court approve the proposed Notice Plan described herein and the Form and content of the Notices submitted herewith.

Dated: September 3, 2015

Respectfully submitted,

/s/ Hollis Salzman

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***Interim Liaison Counsel for End-Payor Plaintiffs***



3. Attached hereto as Exhibit "B" are true and correct copies of the unpublished decisions cited in the Memorandum of Law in Support of the Motion for Authorization to Disseminate Notice to the End-Payor Plaintiffs Settlement Classes.

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

Executed this 3rd day of September, 2015 in New York, New York.

A handwritten signature in black ink, appearing to read "William V. Reiss", written over a horizontal line.

William V. Reiss

# **Exhibit A**

## Auto Parts Settlements and Settlement Funds

Automotive Parts Case	Settling Defendant	Amount Settled	Settlement Fund
Air Flow Meters	HIAMS	\$5,047,920	\$5,047,920
Alternators	HIAMS	\$6,216,420	\$6,216,420
ATF Warmers	T.RAD	\$741,000	\$741,000
Electronic Throttle Bodies	HIAMS	\$6,870,780	\$6,870,780
Fuel Injection Systems	HIAMS	\$8,693,640	\$8,693,640
Ignition Coils	HIAMS	\$7,431,660	\$7,431,660
Inverters	HIAMS	\$2,337,000	\$2,337,000
Motor Generators	HIAMS	\$2,337,000	\$2,337,000
Radiators	T.RAD	\$6,669,000	\$6,669,000
Starters	HIAMS	\$3,832,680	\$3,832,680
Valve Timing Control Devices	HIAMS	\$3,972,900	\$3,972,900
<b>Total</b>			<b>\$54,150,000</b>

# **Exhibit B**

United States District Court  
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE TRANSPACIFIC PASSENGER AIR  
TRANSPORTATION ANTITRUST  
LITIGATION

No. C 07-05634 CRB

**ORDER GRANTING MOTION FOR  
FINAL APPROVAL AND GRANTING  
MOTION FOR FEES**

This Document Relates to:  
ALL ACTIONS

\_\_\_\_\_ /

Now pending are (1) the Motion for Final Approval (dkt. 999) of the settlements between Plaintiffs and the “Settling Defendants” (Societe Air France, Cathay Pacific Airways Limited, Japan Airlines International Company, Ltd., Malaysian Airline System Berhad, Qantas Airways Limited, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines Corporation),<sup>1</sup> and (2) Plaintiffs’ Fees Motion (dkt. 986), filed in connection with the settlements. The Court preliminarily approved these settlements in two rounds—first in August 2014 and then in October 2014. See Orders Granting Prelim. Approval (dkts. 924, 951). At the motion hearing held Friday, May 22, 2015, the Court found the settlement fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2). The Court issues this Order to explain in greater detail its rulings on two particular issues: first, the amount of fees, and second, the objections.

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<sup>1</sup> Not all Defendants in the case have settled; in fact, the non-settling Defendants, Philippine Airlines, Inc., Air New Zealand Ltd., China Airlines Ltd., All Nippon Airways Co., Ltd., and EVA Airways Corporation, wrote separately “to clarify that they are not party to the present settlement proceedings, and accordingly are not bound by any resolution of certain merits issues that have been raised in those proceedings.” See Letter (dkt. 1005).

1           **1. Fees**

2           The Settling Defendants created a Settlement Fund of \$39,502,000. Mot. for Final  
3 Approval at 1. Out of that Fund, Plaintiffs seek:

- 4           • \$13,154,166 in attorneys’ fees, Fees Mot. at 13;
- 5           • \$3,829,582.01 in expenses, Supp. Williams Decl. (dkt. 1003) at 1;
- 6           • \$3,000,000 “for future expenses to be used in ongoing litigation against the non-  
7 Settling Defendants,” Fees Mot. at 1;
- 8           • and \$7,500 for each of the fifteen Class Representatives (a total of \$112,500),  
9           see Williams Decl. (dkt. 987) ¶¶ 82-84.<sup>2</sup>
- 10          • Plaintiffs would also deduct “approximately \$2.4 million” from the Settlement Fund,  
11          “for costs associated with sending notice and administering the Settlements.”  
12          See Mot. for Approval of Notice Program (dkt. 968) (granted December of 2014 (dkt.  
13          968)).

14           At the motion hearing, the Court awarded Plaintiffs \$9,000,000 in fees. The Court’s  
15 reasoning is as follows.

16           While it is not an abuse of discretion to calculate fees based on the gross fund, see In  
17 re Online DVD-Rental Antitrust Litig., 779 F.3d 934, 953 (9th Cir. 2015); see also Powers v.  
18 Eichen, 229 F.3d 1249, 1258 (9th Cir. 2000) (no particular approach to determining fees  
19 mandated; “choice of whether to base an attorneys’ fee award on either net or gross recovery  
20 should not make a difference so long as the end result is reasonable”), Plaintiffs cite to no  
21 authority requiring the Court to use the gross. This Court has had a longstanding preference  
22 for using the net, and is not alone in that preference. See, e.g., Redman v. Radioshack Corp.,  
23 768 F.3d 622, 633 (7th Cir. 2014) (“the central consideration is what class counsel achieved  
24 for the members of the class rather than how much effort class counsel invested in the  
25 litigation”); In re Wells Fargo Secs. Litig., 157 F.R.D. 467, 471 (N.D. Cal. 1994) (“If an  
26 attorney risks losing some portion of his fee award for each additional dollar in expenses he  
27 incurs, the attorney is sure to minimize expenses”); Miles v. AlliedBarton Security Svcs.,

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28           <sup>2</sup> Plaintiffs informed the Court at the motion hearing that there are 15 representative class members.

1 LLC, No. 12-5761 JD, 2014 WL 6065602, at \*5 (N.D. Cal. Nov. 12, 2014) (“the fees paid to  
2 the settlement administrator—does not constitute a benefit to the class members”).

3 The Court therefore subtracts the various expenses from the gross Settlement Fund.  
4 The Court subtracts \$2,807,699.73 in expenses,<sup>3</sup> \$3,000,000 “for future expenses,”  
5 \$2,400,000 in notice costs, and \$112,500 in individual awards to the Representative  
6 Plaintiffs—a total of \$8,320,199.73— from \$39,502,000, leaving a net Settlement Fund of  
7 \$31,181,800.27. Plaintiffs’ proposed fee award of \$13,154,166 is not 33.3% of the Fund, as  
8 they assert, see Fees Mot. at 1, but 42% of the net Fund. That \$13,154,166 is reportedly less  
9 than 35% of Plaintiffs’ lodestar of \$38,685,058.25, Fees Mot. at 13, is cold comfort.

10 In the Ninth Circuit, the benchmark is of course twenty-five percent. See Powers v.  
11 Eichen, 229 F.3d 1249, 1256 (9th Cir. 2000) (“We have also established twenty-five percent  
12 of the recovery as a ‘benchmark’ for attorneys’ fees calculations under the  
13 percentage-of-recovery approach.”). In some cases, however, the twenty-five percent  
14 benchmark is “inappropriate.” See Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1048 (9th  
15 Cir. 2002). Courts must not arbitrarily apply a percentage but show why that percentage and  
16 the award is appropriate based on the facts of the case. Id. Courts may consider “the extent  
17 to which class counsel achieved exceptional results for the class, whether the case was risky  
18 for class counsel, whether counsel’s performance generated benefits beyond the cash  
19 settlement fund,” etc. See In re Online DVD-Rental Antitrust Litig., 779 F.3d at 954-55.  
20 This case involved two rounds of motions to dismiss, filed by numerous defendants (one  
21 round prompting a 47-page Order from the Court), a grueling discovery process (involving  
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23 <sup>3</sup> The Fees Motion, filed April 7, 2015, sought expenses of \$2,807,699.73. Fees Mot. at 1.  
24 Plaintiffs then filed a supplemental declaration on May 15, 2015, requesting a total of \$3,829,582.01  
25 in expenses, Supp. Williams Decl. at 1 (explaining that the earlier amount “did not reflect two additional  
26 invoices that Class Counsel have incurred.”). The Court notes that the far larger of the two additional  
27 invoices was dated February 27, 2015, and there is no apparent reason why Plaintiffs could not have  
28 included it in their earlier request. See id. Ex. A (2/27/15 invoice from Nathan Associates Inc. for  
\$914,938.09). Moreover, as Objector Amy Yang noted at the motion hearing, class members were not  
able to assess the settlement in light of the additional one million dollars in expenses before they were  
required to either object or opt-out, and this is plainly improper under In re Mercury Interactive Corp.  
Sec. Litig., 618 F.3d 988, 993-95 (9th Cir. 2010) (“obligation of the district court to ensure that the class  
has an adequate opportunity to review and object to its counsel’s fee motion”). Accordingly, the Court  
finds that the appropriate remedy is to award \$2,807,699.73, rather than \$3,829,582.01, in expenses.

1 65 depositions and almost 7 million pages in documents), and summary judgment (requiring  
2 a 60-page omnibus Opposition brief and resulting in an Order keeping the majority of claims  
3 in the case). Fees Mot. at 3-8. The settlement process, which began in late 2008, yielded a  
4 substantial recovery for the class and demanded of Plaintiffs' counsel risky, challenging, and  
5 as-yet uncompensated work. Id. at 8-9; 11-13. Plaintiffs note a study from 2008 showing  
6 that awards of thirty percent were given in 11 of 16 antitrust cases with recoveries of less  
7 than \$100 million. Id. at 11 (citing Robert H. Lamde & Joshua P. Davis, Benefits from  
8 Private Antitrust Enforcement: An Analysis of Forty Cases, 42 U.S.F. L. Rev. 879, 911 tbl.  
9 7A (2008)). As the Court stated at the motion hearing, this was not a run-of-the-mill class  
10 action that settled relatively early; it was a heavily litigated, complicated case that was filed  
11 in 2007. Plaintiffs are therefore entitled to \$9,000,000 in fees, which is roughly thirty  
12 percent of \$31,181,800.27.

## 13 2. Objections

14 As for objections, there is just one, despite a class of hundreds of thousands. Mot. for  
15 Final Approval at 1. This alone suggests that the settlements are fair. See Nat'l Rural  
16 Telecomms. Coop v. DIRECTV, Inc., 221 F.R.D. 523, 529 (C.D. Cal. 2004) ("It is  
17 established that the absence of a large number of objections to a proposed class action  
18 settlement raises a strong presumption that the terms of a proposed class action settlement are  
19 favorable to the class members."). Objector Amy Yang, the wife of an attorney at the Center  
20 for Class Action Fairness, see Mot. for Final Approval at 1, raises a number of objections to  
21 the settlements. The Court held at the motion hearing that it was overruling Yang's  
22 objections, aside from her objection to the requested attorneys' fees, see Objection (dkt. 993)  
23 at 6-8, addressed above. The Court's reasoning is as follows.

24 First, Yang states that the settlements inappropriately treat all class members the same  
25 despite differences in the value of their claims. Objection at 2. Specifically, Yang believes  
26 that purchasers of US-originating flights and foreign-originating flights should be treated  
27 differently, and that direct and indirect purchasers should be treated differently. Id. at 3-5.  
28 The Court declines the opportunity to wade into the Illinois Brick issue at this time. See

1 Letter at 1 (“This motion is not the proper vehicle for this Court to adjudicate whether certain  
2 class members are indirect purchasers subject to an Illinois Brick defense”). Although the  
3 Court’s 2011 Order on one of the rounds of motions to dismiss held that the FTAIA barred  
4 recovery for flights originating in Asia/Oceania, see generally Order on MTD (dkt. 467),  
5 Plaintiffs represent that the Japan Airlines settlement took place before that ruling, see Mot.  
6 for Final Approval at 9, and they noted at the motion hearing that they could still appeal that  
7 ruling. Ultimately the Court does not believe that its role is to “differentiat[e] within a class  
8 based on the strength or weakness of the theories of recovery.” See Sullivan v. DB  
9 Investments, Inc., 667 F.3d 273, 328 (3d Cir. 2011). The Ninth Circuit explained in Lane v.  
10 Facebook that while some class members’ claims might have been more valuable than others  
11 at trial, “that does not cast doubt on the district court’s conclusion as to the fairness and  
12 adequacy of the overall settlement amount to the class as a whole.” 696 F.3d 811, 824 (9th  
13 Cir. 2012) (emphasis in original). The court explained that class actions “necessarily  
14 reflect[] the parties’ pre-trial assessment as to the potential recovery of the entire class, with  
15 all of its class members’ varying claims.” Id. So too here, while there might be differences  
16 in the values of individual class members’ claims at trial (or following appeal), the Court  
17 finds that the settlement as a whole is substantial, and fair. The Court therefore rejects  
18 Yang’s argument that there is a conflict between the class members necessitating either a  
19 different valuation of claims or subclasses.

20 Second, Yang argues that the \$3 million “future litigation fund” is improper and  
21 should be denied. Objection at 8-9. The Court disagrees. See Alba Conte, 1 Attorney Fee  
22 Awards § 2:20 (3d ed. 2004) (courts have “permitted class plaintiffs who have settled with  
23 fewer than all defendants to expend class-settlement monies, or a portion thereof, for  
24 litigation expenses to prosecute the action against remaining, non-settling defendants”)  
25 (collecting cases); In re TFT-LCD (Flat Panel) Antitrust Litig., No. 07-1827 SI, Order  
26 Granting Direct Purchaser Class Plaintiffs’ Motion for the Advancement of Litigation  
27 Expenses From Settlement Funds (dkt. 2474) (N.D. Cal. Feb. 17, 2011) (granting \$3 million  
28 in future litigation expenses, holding: “The advanced litigation funds will benefit direct

1 purchaser class members by assisting Class Counsel to prosecute this case effectively.”).

2 The Court has no reason to believe that Plaintiffs would misuse the funds.

3 Third, Yang complains that notice was inadequate because it did not include direct  
4 notice to individual class members. Objection at 10-12. But due process does not mandate  
5 individual notice—what it mandates is the “best notice that is practicable under the  
6 circumstances” and “through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); Silber v.  
7 Mabon, 18 F.3d 1449, 1453-54 (9th Cir. 1994). Plaintiffs have presented evidence that  
8 individual notice to all class members here was not possible. See Mot. For Final Approval at  
9 5 (Qantas, Japan Airlines). Moreover, the notice program, which the Court already  
10 approved, reached 80.3% of the potential class members in the United States an average of  
11 2.6 times and “at least 70%” of members of the Settlement Classes living in Japan. See Mot.  
12 for Final Approval at 4; Wheatman Decl. ¶¶ 8, 18. The notice also included paid media in 13  
13 other countries. Id.; ¶ 25. There were 700,961 unique visits to the website, toll-free numbers  
14 in 15 countries received over 2,693 calls, and 1,015 packages were mailed to potential class  
15 members. Id. ¶¶ 6, 9, 10. It was therefore adequate. See In re Google Referrer Header  
16 Privacy Litig., No. 10-4809 EJD, 2015 WL 1520475, at \*3 (N.D. Cal. March 31, 2015)  
17 (“individual notice is not always practical. When that is the case, publication or some similar  
18 mechanism can be sufficient to provide notice.”).

19 Fourth, Yang contends that the Notice was inadequate because it did not include the  
20 identity of the potential cy pres recipient. Objection at 12-13. Again, the Court has already  
21 approved notice here. Moreover, in this case, payment to a Court-approved cy-pres would  
22 only take place for a “tiny fraction of funds if money remains after paying Class members.”  
23 Mot. for Final Approval at 6; Objection at 12. Judge Illston recently approved a similar  
24 provision. See In re TFT-LCD (Flat Panel) Antitrust Litig., No. 07-1827 SI, 2013 WL  
25 1365900, at \*5 (N.D. Cal. Apr. 3, 2013) (granting final approval, notwithstanding Dennis v.  
26 Kellogg Co., 697 F.3d 858 (9th Cir. 2012), where only provision in plan involving cy pres  
27 was provision for residual funds to be distributed in court’s discretion). The Court is not  
28 troubled by the lack of a named cy-pres in this case.

1 Fifth, Yang asserts that the class definition lacks an end date. Objection at 13-14. She  
2 is incorrect: the end date is defined in the settlement agreements and in the notice as the date  
3 “(a) the Court has entered Judgment; and (b) the time for appeal has expired, or if an appeal  
4 occurs, the Judgment has been affirmed and no further appeals are possible.” Mot. for Final  
5 Approval at 13-14; Long Form Notice on website. Moreover, Plaintiffs assert that they will  
6 post the exact effective date on the website when the criteria are met. Mot. for Final  
7 Approval at 14. This is adequate.

8 Finally, Yang maintains that the class definition should exclude potential appellate  
9 judges. Objection at 15. This objection is meritless; appellate judges may always recuse  
10 themselves if they are conflicted.

11 Accordingly, finding the settlements fair, reasonable, and adequate, and rejecting the  
12 objections, the Court GRANTS both final approval and fees in the amount explained above.

13 **IT IS SO ORDERED.**

14  
15 Dated: May 26, 2015



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16 CHARLES R. BREYER

17 UNITED STATES DISTRICT JUDGE  
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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV-07-5944-SC

MDL No. 1917

This Document Relates to:  
All Indirect Purchaser Actions

**~~[PROPOSED]~~ FINAL JUDGMENT  
OF DISMISSAL WITH PREJUDICE  
AS TO LG ELECTRONICS INC.; LG  
ELECTRONICS USA, INC.; AND LG  
ELECTRONICS TAIWAN TAIPEI CO.,  
LTD.**

1 This matter has come before the Court to determine whether there is any cause why this  
2 Court should not approve the settlement with LG Electronics Inc., LG Electronics USA, Inc., and  
3 LG Electronics Taiwan Taipei Co., Ltd. ( collectively “Defendant” or “LG”) set forth in the  
4 settlement agreement (“Settlement”), dated May 28, 2013, relating to the above-captioned litigation,  
5 *In re Cathode Ray Tube (CRT) Antitrust Litigation*, Case No.3:07cv 05944 SC, MDL No. 1917  
6 (N.D. Cal.) (“Action”). The Court after carefully considering all papers filed and proceedings held  
7 herein and otherwise being fully informed in the premises, has determined (1) that the Settlement  
8 should be approved, and (2) that there is no just reason for delay of the entry of this final Judgment  
9 approving the Settlement. Accordingly, the Court directs entry of Judgment which shall constitute a  
10 final adjudication of this case on the merits as to the parties to the Settlement. Good cause appearing  
11 therefor, it is:

12 **ORDERED, ADJUDGED AND DECREED THAT:**

- 13 1. The Court has jurisdiction over the subject matter of this litigation, and all actions  
14 within this litigation and over the parties to the Settlement, including all members of the Class and  
15 the Defendant.
- 16 2. The definitions of terms set forth in the Settlement are incorporated hereby as though  
17 fully set forth in this Judgment.
- 18 3. The Court hereby finally approves and confirms the settlement set forth in the  
19 Settlement and finds that said settlement is, in all respects, fair, reasonable and adequate to the Class  
20 pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- 21 4. The entity set out in Exhibit 1, attached hereto, has timely and validly requested  
22 exclusion from the Class and, therefore, is excluded. Such entity is not included in or bound by this  
23 Final Judgment. Such entity is not entitled to any recovery from the settlement proceeds obtained  
24 through the Settlement.
- 25 5. This Court hereby dismisses on the merits and with prejudice the Action, certified as  
26 a settlement class in the Court’s Order Granting Final Approval of the Settlement, in favor the  
27 Defendant, with each party to bear their own costs and attorneys’ fees (subject to any motion, or  
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1 application, to be made by Plaintiffs' Class Counsel to seek attorneys' fees, costs, expenses,  
2 including expert fees and costs, and other such items from the Settlement Fund as provided for in the  
3 Settlement).

4 6. All persons and entities who are Releasors are hereby barred and enjoined from  
5 commencing, prosecuting, or continuing any claims, demands, actions, suits, or causes of action, or  
6 otherwise seeking to establish liability, against LG ("Releasees") based, in whole or in part, upon  
7 any of the Released Claims or conduct at issue in the Released Claims (as defined and limited in the  
8 Settlement).

9 7. Releasees are hereby and forever released and discharged with respect to any and all  
10 claims, demands, actions, suits, or causes of action which the Releasors had or have arising out of or  
11 related to any of the Released Claims (as defined and limited in the Settlement).

12 8. The notice given to the Class of the settlement set forth in the Settlement and other  
13 matters set forth therein was the best notice practicable under the circumstances. Said notice  
14 provided due and adequate notice of the proceedings and of the matters set forth therein, including  
15 the proposed settlement set forth in the Settlement, to all persons entitled to such notice, and said  
16 notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the  
17 requirements of due process.

18 9. One objection to the Settlement was filed by Jill K. Cannata. The objection is hereby  
19 overruled on the grounds that the objector is not a member of any Indirect Purchaser State Class and  
20 therefore lacks standing to challenge the Settlement. The filing by Donald Silvestri did not object to  
21 the approval of the Settlement but relates to the awarding of attorneys' fees and expenses, which  
22 request is not currently before the Court.

23 10. Without affecting the finality of this Judgment in any way, this Court hereby retains  
24 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
25 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c) hearing  
26 and determining applications by Plaintiffs' Class Counsel for attorneys' fees, costs, expenses,  
27 including expert fees and costs, and other such items; (d) the Class Action until the final judgments  
28

1 contemplated hereby have become effective and each and every act agreed to be performed by the  
2 parties all have been performed pursuant to the Settlement; and (e) all parties to the Class Action and  
3 Releasees for the purpose of enforcing and administering the Settlement and the mutual releases and  
4 other documents contemplated by, or executed in connection with the Settlement.

5 11. In the event that the settlement does not become effective in accordance with the  
6 terms of the Settlement, then the judgment shall be rendered null and void and shall be vacated, and  
7 in such event, all orders entered and releases delivered in connection herewith shall be null and void  
8 and, except as otherwise provided in the Settlement, the parties shall be returned to their respective  
9 positions ex ante.

10 12. The Court determines, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
11 Procedure, that this Final Judgment should be entered and further finds that there is no just reason  
12 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Settlement.  
13 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

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17 Dated: 04/18/2014 \_\_\_\_\_



\_\_\_\_\_  
Hon. Samuel Conti  
United States District Judge

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ONLINE PUBLICATION ONLY

PRECISION ASSOCIATES, INC.;  
ANYTHING GOES LLC d/b/a MAIL BOXES  
ETC.; JCK INDUSTRIES, INC.; RBX  
INDUSTRIES, INC.; MARY ELLE  
FASHIONS, INC. d/b/a MERIDIAN  
ELECTRIC; INTER-GLOBAL INC.; ZETA  
PHARMACEUTICALS LLC; KRAFT  
CHEMICAL COMPANY; PRINTING  
TECHNOLOGY, INC.; DAVID HOWELL  
PRODUCT DESIGN, INC. d/b/a DAVID  
HOWELL & COMPANY; INNOVATION  
714 INC.; MIKA OVERSEAS  
CORPORATION; and NORMA  
PENNSYLVANIA, INC. on behalf of  
themselves and all others similarly situated,

Plaintiffs,

- versus -

PANALPINA WORLD TRANSPORT  
(HOLDING) LTD., *et al.*,

Defendants.

MEMORANDUM  
AND ORDER  
08-cv-42 (JG) (VVP)

JOHN GLEESON, United States District Judge:

This putative class action alleges a conspiracy to fix prices in the international commercial freight forwarding industry.<sup>1</sup> Plaintiffs are various businesses who purchased freight forwarding services from defendants. Defendants are domestic and foreign providers of freight

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<sup>1</sup> This case is related to a Multi District Litigation (“MDL”) pending in this district, *In Re Air Cargo Shipping Services Antitrust Litigation*, No. 06-md-1775 (JG) (VVP) (“*Air Cargo MDL*”). The *Air Cargo MDL* is a putative antitrust class action brought in the wake of an investigation by governmental authorities of international price-fixing activity in the air cargo industry. Plaintiffs in that case are domestic and foreign purchasers of allegedly price-fixed air freight shipping services, and they include freight forwarders who are among the defendants in this action.

forwarding services and freight forwarding trade associations.<sup>2</sup> Plaintiffs allege that during the period from January 1, 2001 to January 4, 2011, defendants conspired to fix prices through the concerted imposition of surcharges and other anti-competitive behaviors. *See* 3d Am. Compl. ¶ 1, ECF No. 677.

Plaintiffs seek final approval of ten settlement agreements that would establish a \$112 million guaranteed settlement fund and award additional settlement payments based upon a percentage of settling defendants' recovery in the *Air Cargo MDL*. The ten settling defendants, or groups of defendants, are (1) Schenker Deutsche Bahn AG, Schenker AG, Schenker, Inc., Bax Global Inc. and DB Schenker (collectively "Schenker"); (2) Vantec Corporation and Vantec World Transport (USA), Inc. (collectively "Vantec"); (3) EGL, Inc. and EGL Eagle Global Logistics, LP, Inc. (collectively "EGL"); (4) Expeditors International of Washington, Inc. ("Expeditors"); (5) Nishi-Nippon Railroad Co., Ltd. ("Nishi-Nippon"); (6) United Aircargo Consolidators, Inc. ("UAC"); (7) Kuehne + Nagel International AG and Kuehne + Nagel, Inc. (collectively "KN"); (8) Morrison Express Logistics Pte Ltd. (Singapore) and Morrison Express

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<sup>2</sup> Defendants named in the Third Amended Complaint are Panalpina World Transport (Holding) Ltd.; Panalpina, Inc.; Kühne + Nagel International AG; Kuehne + Nagel, Inc.; Expeditors International of Washington, Inc.; EGL, Inc.; EGL Eagle Global Logistics, LP; Deutsche Bahne AG; Schenker AG; Schenker, Inc.; BAX Global, Inc.; DB Schenker; Deutsche Post AG; Danzas Corporation d/b/a DHL Global Forwarding; DHL Express (USA), Inc.; DHL Global Forwarding Japan K.K.; DHL Japan, Inc.; Exel Global Logistics, Inc.; Air Express International USA, Inc.; Uti Worldwide Inc.; United Parcel Service, Inc.; UPS Supply Chain Solutions, Inc.; ABX Logistics Worldwide NV/SA; DSV A/S; DSV Solutions Holding A/S; DSV Air & Sea Ltd.; SDV Logistique Internationale; Dachser Intelligent Logistics; Dachser Transport of America, Inc.; Geo-Logistics Corporation; Agility Logistics Corporation; Geologistics International Management (Bermuda) Ltd.; Baltrans Logistics, Inc.; Toll Global Forwarding (USA), Inc.; Hellmann Worldwide Logistics, Inc.; Geodis Group; Geodis Wilson USA, Inc.; Con-way, Inc.; Exel Global Logistics, Inc.; Jet Speed Logistics, Ltd.; Jet Speed Air Cargo Forwarders (USA), Inc.; Jet Speed Logistics (USA), LLC; Morrison Express Logistics PTE Ltd.; Morrison Express Corporation (USA); Nippon Express Co., Ltd.; Nippon Express USA, Inc.; Yusen Air & Sea Service Co., Ltd.; Yusen Air & Sea Service (U.S.A.), Inc.; Kintetsu World Express, Inc.; Kintetsu World Express (U.S.A.), Inc.; Nishi-Nippon Railroad Co., Ltd.; Hankyu Hanshin Express Holdings Corporation; Hankyu Hanshin Express Co. Ltd.; Hanshin Air Cargo Co., Ltd.; Hanshin Air Cargo USA, Inc.; Nissin Corporation; Nissin International Transport U.S.A., Inc.; Vantec Corporation; Vantec World Transport (USA), Inc.; "K" Line Logistics, Ltd.; "K" Line Logistics (U.S.A.), Inc.; Yamato Global Logistics Japan Co., Ltd.; Yamato Transport U.S.A., Inc.; MOL Logistics (Japan) Co., Ltd.; MOL Logistics (U.S.A.), Inc.; United Aircargo Consolidators, Inc.; Japan Aircargo Forwarders Association; Shanghai International Freight Forwarders Association; and Spedlogswiss, aka the Association of Swiss Forwarders (collectively "defendants"). The Complaint also names unspecified "John Doe Defendants 1-10."

Corporation (U.S.A.) (collectively “Morrison”); (9) UTi Worldwide, Inc. (“UTi”); and (10) ABX Logistics Worldwide NV/SA (“ABX”). Plaintiffs also seek approval of their plan of allocation, as well as an interim fee award and reimbursement of expenses.

I held a fairness hearing on August 9, 2013, at which objectors to the final approval of the settlement agreements appeared and argued orally. I hereby approve the ten settlement agreements and the plan of allocation. Co-lead counsel are directed to submit a supplemental fee application and expenses request as discussed below.

## BACKGROUND

### A. *Litigation Background*

Plaintiffs commenced this action on January 3, 2008. *See* Compl., ECF No. 1. On July 21, 2009 they filed a first amended complaint. *See* Am. Compl., ECF No. 117. On November 16, 2009 defendants moved to dismiss the first amended complaint. Mot. to Dismiss Am. Compl., ECF Nos. 233-35, 239-40, 242, 247. On October 7, 2010 the parties stipulated to the filing of a second amended complaint, with the pending motions to dismiss deemed responsive to this complaint. *See* 2d Am. Compl., ECF No. 460. On January 4, 2011 Magistrate Judge Pohorelsky issued a Report and Recommendation (“R & R”), in which he recommended that virtually all the claims in the second amended complaint be dismissed without prejudice and with leave to replead. *Precision Associates, Inc. v. Panalpina World Transport (Holding) Ltd.*, No. 08-cv-42, 2011 WL 7053807 (E.D.N.Y. Jan. 4, 2011). On August 13, 2012 I adopted Magistrate Judge Pohorelsky’s R & R in its entirety. *Precision Associates, Inc. v. Panalpina World Transport (Holding) Ltd.*, No. 08-cv-42, 2012 WL 3307486 (E.D.N.Y. Aug. 13, 2012). On November 15, 2012 plaintiffs filed a third amended complaint. *See* 3d Am. Compl., ECF No. 677. On February 27, 2013 non-settling defendants moved to dismiss the third amended

complaint. Mot. to Dismiss 3d Am. Compl., ECF Nos. 727, 778, 781-83, 786-87, 789, 798, 803, 806, 808. Magistrate Judge Pohorelsky heard oral argument on the motions on June 13, 2013. Minute Order, June 18, 2013, ECF No. 839.

B. *The Settlement Agreements*

1. *The Schenker Settlement Agreement*

On July 7, 2009 counsel for plaintiffs and counsel for Schenker signed a settlement agreement. Pursuant to the proposed agreement, Schenker agreed to pay \$8,750,000 into the settlement fund, Schenker Settlement § II.B.1,<sup>3</sup> representing 7.9% of its affected revenues,<sup>4</sup> Pls.' Mem. in Supp. Mot. Final Approval 12, ECF No. 855. In addition, Schenker agreed to provide extensive cooperation to plaintiffs in their ongoing prosecution of the case. Schenker Agreement § II.B.3.

The agreement proposes a settlement class of “[a]ll persons . . . who directly purchased Freight Forwarding Services for shipments within, to, or from the United States from any of the Defendants or any subsidiary or affiliate thereof, at any time during the period from

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<sup>3</sup> The Schenker settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs’ Motion to Preliminarily Approve the Schenker, Vantec, and EGL Settlements, ECF No. 527-2.

<sup>4</sup> Plaintiffs define “affected revenues” as “[p]laintiffs’ estimates of the whole amount of the non-trebled surcharges, for the duration of each conspiracy surcharge claim, on . . . the following alleged conspiracies in which that Settling Defendant allegedly participated: Security Surcharge, New Export System (“NES”) Surcharge, Chinese Currency Adjustment Factor (“CAF”), Peak Season Surcharge, Air Automated Manifest System surcharge (“AMS”), Ocean AMS, Japanese AMS, Japanese Fuel, the Japanese Securities and Explosives surcharge, and the Japanese Regional Conspiracy.” Pls.’ Mem. in Supp. Mot. Final Approval 2 n.5, ECF No. 855. This estimate “is based upon information obtained from settling Defendants and other sources” and “compares 90% of [each settling Defendant’s] guaranteed settlement payments . . . to their Affected Revenues.” *Id.*

Hewlett-Packard (“HP”), a class member who objects to the Schenker settlement agreement, argues that plaintiffs’ estimates are simply estimates and that “[n]either the Court nor class members can subject Plaintiffs’ estimate to the requisite careful scrutiny . . . because no further breakdown or analysis is provided.” HP Mem. in Opp. Mot. Final Approval 9 n.5, ECF No. 861. But Dell, a class member who also objects to the Schenker settlement agreement, relies on these numbers in its papers in opposition to the motion. *See, e.g.*, Dell Mem. in Opp. Mot. Final Approval 3, ECF No. 858. Given the current stage of litigation, the Court acknowledges an inevitable information gap regarding “affected revenues,” but is not inclined to disregard plaintiffs’ estimates. *See In re Air Cargo Shipping Services Antitrust Litigation*, No. 06-md-1775, 2009 WL 3077396, at \*9 (E.D.N.Y. Sept. 25, 2009) (accepting plaintiffs’ estimate of the percentage of affected revenues represented by settlement amount).

January 1, 2001 to the Effective Date of this Settlement Agreement.” *Id.* § II.D.1. In defining the right of exclusion from the settlement class, the proposed agreement contains an opt-out provision, which provides as follows:

[A]ny Opt-Out Class Member that elects to exclude itself from the Settlement shall have and shall be deemed to have[] elected to exclude itself from the Actions for all purposes, including but not limited to any and all future prosecution of the Actions by Class Counsel, any and all discovery undertaken in the Actions, and any and all future settlements with any named Defendants or any Defendant named in the future in the Actions.

*Id.* § II.D.4.c.

2. *The Vantec Settlement Agreement*

On April 26, 2011 counsel for plaintiffs and counsel for Vantec signed a settlement agreement. Pursuant to the proposed agreement, Vantec agreed to pay \$9,900,000 and 100% of its proceeds from the *Air Cargo MDL* (with a guaranteed minimum of \$300,000 in such proceeds) into the settlement fund. Vantec Settlement § II.A.1.<sup>5</sup> Thus far, the Vantec settlement amounts to approximately \$10,614,263.21,<sup>6</sup> representing 53% of Vantec’s affected revenues. Pls.’ Mem. in Supp. Mot. Final Approval 12. In addition, Vantec agreed to provide substantial cooperation to plaintiffs in their ongoing prosecution of the case. Vantec Settlement § II.A.2.

The Vantec settlement includes a “most favored nation” (“MFN”) provision, applicable to subsequent settlements between plaintiffs and Japanese defendants. *Id.* § II.D.1. The provision establishes a “Settlement Ratio” of 88.35%, defined as the ratio of the settlement amount to the fuel, AMS, and security and explosives surcharge revenues for air cargo shipments

<sup>5</sup> The Vantec settlement agreement was filed as Exhibit C to the Declaration of Joseph Bruckner in Support of Plaintiffs’ Motion to Preliminarily Approve the Schenker, Vantec, and EGL Settlements, ECF No. 527-4.

<sup>6</sup> This amount reflects the fixed amount of \$9,900,000 in addition to the value of any *Air Cargo MDL* proceeds received to date. Pls.’ Mem. in Supp. Mot. Final Approval 12 n.14.

from Japan to the United States from October 2002 to November 2007. *Id.* § II.D.3. The MFN provision states that if the Settlement Ratio in a subsequent settlement between plaintiffs and a Japanese defendant is less than 88.35%, Vantec “will be entitled to receive . . . an amount sufficient to reduce [Vantec’s] Settlement Ratio to the Settlement Ratio for that” subsequent settling defendant. *Id.* § II.D.4. The MFN provision does not apply to Japanese defendants that are “insolvent or bankrupt, or [have] an inability to pay the amount that would be required by the application of the . . . Settlement Ratio.” *Id.* § II.D.6. It is also inapplicable if a motion by plaintiffs for class certification is denied or if summary judgment has been granted against plaintiffs’ claims. *Id.* § II.D.8.

### 3. *The EGL Settlement Agreement*

On May 12, 2011 counsel for plaintiffs and counsel for EGL signed a settlement agreement. Pursuant to the proposed agreement, EGL agreed to pay \$10,000,000 and 100% of its proceeds from the *Air Cargo MDL* (capped at \$10,000,000) into the settlement fund. EGL Settlement § II.C.1.<sup>7</sup> Thus far, the EGL settlement amounts to approximately \$18,574,850.25, representing 189.5% of EGL’s affected revenues. Pls.’ Mem. in Supp. Mot. Final Approval 13. In addition, EGL agreed to provide cooperation to plaintiffs in their ongoing prosecution of the case. EGL Settlement § II.C.3.

### 4. *The Expeditors Settlement Agreement*

On February 28, 2012 counsel for plaintiffs and counsel for Expeditors signed a settlement agreement. Pursuant to the proposed agreement, Expeditors agreed to pay 70% of its proceeds from the *Air Cargo MDL* into the settlement fund. Expeditors Settlement § II.B.1.<sup>8</sup>

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<sup>7</sup> The EGL settlement agreement was filed as Exhibit B to the Declaration of Joseph Bruckner in Support of Plaintiffs’ Motion to Preliminarily Approve the Schenker, Vantec, and EGL Settlements, ECF No. 527-3.

<sup>8</sup> The Expeditors settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs’ Motion to Preliminarily Approve the Expeditors Settlement, ECF No. 576-2.

Thus far, the Expeditors settlement amounts to approximately \$10,872,222.08, representing 43% of Expeditors' affected revenues. Pls.' Mem. in Supp. Mot. Final Approval 14.

5. *The Nishi-Nippon Settlement Agreement*

On May 9, 2012 counsel for plaintiffs and counsel for Nishi-Nippon signed a settlement agreement. Pursuant to the proposed agreement, Nishi-Nippon agreed to pay \$20,082,896 and 50% of its proceeds from the *Air Cargo MDL* (capped at \$500,000) into the settlement fund. Nishi-Nippon Settlement § II.A.1.<sup>9</sup> In addition, Nishi-Nippon agreed to provide cooperation to plaintiffs in their ongoing prosecution of the case. *Id.* § II.A.2. The Nishi-Nippon settlement includes a MFN clause virtually identical to that contained in the Vantec settlement. *Id.* § II.D.

6. *The UAC Settlement Agreement*

On August 9, 2010 counsel for plaintiffs and counsel for UAC signed a settlement agreement. Pursuant to the proposed agreement, UAC agreed to pay \$295,275 and 75% of its proceeds from the *Air Cargo MDL* into the settlement fund. UAC Settlement § II.B.1.<sup>10</sup> Thus far, the UAC settlement amounts to approximately \$295,275, representing 50% of UAC's affected revenues. Pls.' Mem. in Supp. Mot. Final Approval 15. In addition, UAC agreed to provide cooperation to plaintiffs in their ongoing prosecution of the case. UAC Agreement § II.B.2.

7. *The KN Settlement Agreement*

On September 14, 2012 counsel for plaintiffs and counsel for KN signed a settlement agreement. Pursuant to the proposed agreement, KN agreed to pay \$28,000,000 and

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<sup>9</sup> The Nishi-Nippon settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the Nishi-Nippon Settlement, ECF No. 590-2.

<sup>10</sup> The UAC settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the Nishi-Nippon Settlement, ECF No. 639-1.

99.7% of its proceeds from the *Air Cargo MDL* into the settlement fund. KN Settlement § II.A.1.<sup>11</sup> Thus far, the KN settlement amounts to approximately \$34,244,829.80, representing 26% of KN's affected revenues. Pls.' Mem. in Supp. Mot. Final Approval 15.

8. *The Morrison Settlement Agreement*

On October 5, 2012 counsel for plaintiffs and counsel for Morrison signed a settlement agreement. Pursuant to the proposed agreement, Morrison agreed to pay \$1,678,700 and 72.5% of its proceeds from the *Air Cargo MDL* into the settlement fund. Morrison Settlement § II.A.1.<sup>12</sup> Thus far, the settlement amounts to approximately \$1,678,700, representing 93% of Morrison's affected revenues. Pls.' Mem. in Supp. Mot. Final Approval 15. In addition, Morrison agreed to provide cooperation to plaintiffs in their ongoing prosecution of the case. Morrison Settlement § II.A.2.

9. *The UTi Settlement Agreement*

On December 5, 2012 counsel for plaintiffs and counsel for UTi signed a settlement agreement. Pursuant to the proposed agreement, UTi agreed to pay \$3,243,658 and 80.5% of its proceeds from the *Air Cargo MDL* into the settlement fund. UTi Settlement § II.A.<sup>13</sup> Thus far, the UTi settlement amounts to approximately \$3,243,658, representing 22% of UTi's affected revenues. Pls.' Mem. in Supp. Mot. Final Approval 16.

10. *The ABX Settlement Agreement*

On January 28, 2013 counsel for plaintiffs and counsel for ABX signed a settlement agreement. Pursuant to the proposed agreement, ABX agreed to pay \$3,500,000 into

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<sup>11</sup> The KN settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the KN Settlement, ECF No. 646-1.

<sup>12</sup> The Morrison settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the Morrison Settlement, ECF No. 669-1.

<sup>13</sup> The UTi settlement agreement was filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the UTi Settlement, ECF No. 688-1.

the settlement fund, ABX Settlement § II.A.1,<sup>14</sup> representing 58% of ABX's affected revenues, Pls.' Mem. in Supp. Mot. Final Approval 16. In addition, ABX agreed to provide cooperation to plaintiffs in their ongoing prosecution of the case. ABX Settlement § II.A.2.

11. *Releases*

The Schenker settlement agreement contains a release provision that, in substance, releases Schenker of all claims by settlement class members relating to freight forwarding services to, from, or within the United States based on any federal, state, local, statutory, or common law, or any other law, code, rule or regulation of any country or jurisdiction worldwide, regardless of legal theory or type of relief or damages claimed. Schenker Settlement §§ I.B.20-22, II.A. The other nine settlement agreements contain a similar release provision but provide an exception to the release for claims involving (1) product defect or breach of warranty; (2) breach of contract, or (3) indirect purchase of freight forwarding services by persons or entities other than the settlement class members. Vantec Settlement §§ I.B.26-28, II.B.; EGL Settlement §§ I.B.21-23, II.B; Expeditors Settlement §§ I.B.17-19, II.A; Nishi-Nippon Settlement §§ I.B.27-29, II.B; UAC Settlement §§ I.B.27-29, II.C; KN Settlement §§ I.B.26-28, II.B; Morrison Settlement §§ I.B.25-27, II.B; UTi Settlement §§ I.B.25-27, II.B; ABX Settlement §§ I.B.25-27, II.B.

C. *Preliminary Approval of the Settlement Agreements and the Notice Program*

1. *Preliminary Approval of the Settlement Agreements*

On September 23, 2011 I entered an order preliminarily approving the Schenker, Vantec, and EGL settlement agreements and certifying the settlement classes. Order, Sept. 23,

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<sup>14</sup> The ABX settlement agreement is filed as Exhibit A to the Declaration of Joseph Bruckner in Support of Plaintiffs' Motion to Preliminarily Approve the ABX Settlement, ECF No. 713-1.

2011, ECF No. 530. On May 7, 2012 I entered an order preliminarily approving the Expeditors settlement agreement and certifying the settlement class. Order, May 7, 2012, ECF No. 587.

On July 2, 2012 Dell, Inc. (“Dell”), Hewlett-Packard Company (“HP”), and Sony Electronics, Inc. and Sony Supply Chain Solutions (Americas), Inc. (collectively “Sony”) intervened in this action and filed motions to modify the order preliminarily approving the Schenker settlement agreement.<sup>15</sup> *See* Dell Mot. Modify Preliminary Approval, ECF No. 594; HP Mot. Modify Preliminary Approval, ECF No. 598. Specifically, Dell, HP, and Sony opposed the opt-out provision in the Schenker settlement agreement. On September 25, 2012 I denied the motions to modify the order preliminarily approving the Schenker settlement agreement. Order, Sept. 25, 2012, ECF No. 659.

On July 9, 2012 I entered an order preliminarily approving the Nishi-Nippon settlement agreement and certifying the settlement class. Order, July 9, 2012, ECF No. 604. On September 10, 2012 I entered an order preliminarily approving the UAC settlement agreement and certifying the settlement class. Order, Sept. 10, 2012, ECF No. 643. On September 18, 2012 I entered an order preliminarily approving the KN settlement agreement and certifying the settlement class. Order, Sept. 18, 2012, ECF No. 649. On October 16, 2012 I entered an order preliminarily approving the Morrison settlement agreement and certifying the settlement class. Order, Oct. 16, 2012, ECF No. 673. On December 12, 2012 I entered an order preliminarily approving the UTi settlement agreement and certifying the settlement class. Order, Dec. 12, 2012, ECF No. 692. On January 30, 2013 I entered an order preliminarily approving the ABX settlement agreement and certifying the settlement class. Order, Jan. 30, 2013, ECF No. 715.

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<sup>15</sup> Dell, HP, and Sony had previously filed motions to intervene, which I granted. *See* ECF No. 566 (HP Motion to Intervene) and Order dated March 12, 2012 (granting HP’s unopposed motion); ECF No. 579 (Dell Motion to Intervene) and Order dated April 27, 2012 (granting Dell’s unopposed motion); ECF No. 618 (Sony Motion to Intervene) and Order dated August 8, 2012 (granting Sony’s unopposed motion but consigning Sony to rely on advocacy of Dell and HP).

2. *The Notice Program*

On July 2, 2012 plaintiffs moved for approval of their class notice program. Mot. to Approve Class Notice Program, ECF No. 596. Plaintiffs proposed a notice program consisting of four components: (1) direct mail notice to approximately 2.01 million potential class members; (2) publication notice in magazines, in-country and international newspapers, trade publications, and banner and text ads on trade websites; (3) an “earned media” program consisting of a press release distributed on PR Newswire’s Premier Global Service, which would reach approximately 18,783 media outlets worldwide, and (4) a settlement website. *Id.* at 6-10. On October 10, 2012 I entered an order approving the class notice program on the condition that plaintiffs make certain revisions to the proposed class notice documents.<sup>16</sup> Order, Oct. 10, 2012, ECF No. 666.

Notice papers were mailed to approximately 2.3 million potential class members between March 21 and March 29, 2013. Julie Redell Decl. ¶ 6; Katherine Kinsella Decl. ¶¶ 10-11.<sup>17</sup> Publication notice appeared in magazines, in-country and international newspapers, trade publications, and banner and text ads on trade websites throughout April and May 2013. Kinsella Decl. ¶¶ 22-30, Ex. E. The press release, conceived as part of the “earned media” program, was distributed on April 11, 2013. Kinsella Decl. ¶ 33.

The notice papers provided a deadline of June 25, 2013 for class members to opt out of any settlement. Co-Lead Counsel for plaintiffs represent to the Court that they have received 183 opt-out requests from a potential class size estimated at over 2 million members. Pls.’ Mem. in Supp. Mot. Final Approval 17 (“This represents a minuscule fraction of the

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<sup>16</sup> I approved subsequent requests to revise the notice program in order to incorporate subsequent settlements and to permit minor, ministerial changes to the notice papers. *See* Order, Nov. 19, 2012; Order, Nov. 21, 2012; Order, Jan. 4, 2013; Order, Feb. 11, 2013; Order, April 5, 2013.

<sup>17</sup> The Redell and Kinsella Declarations were respectively filed as Exhibits 1 and 2 to the Pls.’ Mot. for Final Approval, ECF Nos. 854-1, 854-2.

estimated total Class – less than 1/10 of 1%.”); Redell Decl. ¶ 8. Two class members – Dell and HP – have objected to final approval of the Schenker settlement agreement. No class members have objected to final approval of the nine other settlement agreements.

D. *The Plan of Allocation*

Under the Plan of Allocation, the net settlement funds shall be distributed in two ways to class members that submit valid claim forms in two ways. Pls.’ Mem. in Supp. Mot. Final Approval 45 & Ex. D. First, 10% of the net settlement funds will be allocated pro rata based on the total worldwide freight forwarding charges paid for shipments to, from, or within the United States during the period of January 1, 2001 to September 14, 2012. *Id.* Second, 90% of the net settlement funds will be allocated pro rata based on the surcharges paid on the shipping routes of all defendants “that conspired on that particular surcharge for which a particular Class Member paid surcharges on freight forwarding services” during the same period.<sup>18</sup> *Id.* at Ex. D.

E. *Fee Award Request*

Co-Lead Counsel for plaintiffs seek a total interim fee award of \$37,077,780.82 payable in the following installments: (1) \$32,596,320.32, representing 33% of the settlement proceeds currently paid into the settlement fund, payable now; (2) \$4,459,980.25, representing 33% of the settlement proceeds scheduled to be paid by Schenker, EGL, and UAC upon final approval of their respective settlement agreements, payable 15 business days following final approval of those agreements; and (3) \$21,480.25, representing 33% of the settlement proceeds scheduled to be paid by UAC one year following the fairness hearing, payable when UAC

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<sup>18</sup> The Plan of Allocation provides the following example: “[I]f a Class Member paid surcharges for a shipment from Japan to the United States, that Class Member would be entitled to a pro rata portion of the net settlement proceeds from the Defendant(s) who allegedly participated in the conspiracies on the Japan to United States route.”

forfeits those proceeds. In addition, Co-Lead Counsel seek reimbursement of \$811,095.84 in expenses incurred to date.

## DISCUSSION

### A. *The Settlement Agreements*

#### 1. *The Standard for Approving a Proposed Settlement*

Pursuant to Federal Rule of Civil Procedure 23(e), any settlement of a class action requires court approval. A court may grant approval of a proposed settlement of a class action if the settlement is “fair, adequate, and reasonable, and not a product of collusion.” *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000). In so doing, the court must “eschew any rubber stamp approval” yet simultaneously “stop short of the detailed and thorough investigation that it would take if it were actually trying the case.” *Detroit v. Grinnell Corp.*, 495 F.2d 448, 462 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43 (2d Cir. 2000). Judicial discretion is informed by the general policy favoring settlement. *See Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982); *see also Denney v. Jenkins & Gilchrist*, 230 F.R.D. 317, 328 (S.D.N.Y. 2005) (“There is a strong judicial policy in favor of settlements, particularly in the class action context. The compromise of complex litigation is encouraged by the courts and favored by public policy.”) (internal quotation marks, footnotes and citations omitted), *aff’d in part and vacated in part*, 443 F.3d 253 (2d Cir. 2006).

To evaluate whether a class settlement is fair, a district court examines (1) the negotiations that led up to the settlement, and (2) the substantive terms of the settlement. *See In re Holocaust Victims Assets Litigation*, 105 F. Supp. 2d 139, 145 (E.D.N.Y. 2000). “The [negotiation] process must be examined ‘in light of the experience of counsel, the vigor with which the case was prosecuted, and the coercion or collusion that may have marred the

negotiations themselves.’” *Id.* at 145-46 (quoting *Malchman v. Davis*, 706 F.2d 426, 433 (2d Cir. 1983)). Factors relevant to the substantive fairness of a proposed settlement include: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendant to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Grinnell*, 495 F.2d at 463.

a. *Procedural Fairness*

I find that the ten settlement agreements are procedurally fair because they were each the product of arm’s length negotiations between experienced and able counsel on all sides. Co-Lead Counsel for plaintiffs represent that the settlements were each “entered into in good faith, after extensive arms’-length negotiations between experienced and informed counsel on both sides.” Pls.’ Mem. in Supp. Mot. Final Approval 18-19. They further represent that “Settling Defendants are represented by nationally renowned law firms whose attorneys skillfully negotiated on behalf of their clients.” *Id.* at 19. There is nothing in the record to indicate otherwise. Rather, the record is replete with support that each settlement agreement was the product of hard fought negotiations, as attested to by counsel in support of their motions for preliminary approval of each settlement agreement. *See* Joseph Bruckner Decl. ¶¶ 7-8, ECF No. 527-1; Christopher Lovell Decl. ¶¶ 3-8, ECF No. 527-5; Daniel Hedlund Decl. ¶¶ 6-10, ECF No. 527-6; Bruckner Decl. ¶¶ 5-10, ECF No. 576-1; Lovell Decl. ¶¶ 4-6, ECF No. 590-1; Benjamin Jaccarino Decl. ¶¶ 3-7, ECF No. 639; Lovell Decl. ¶¶ 3-6, ECF No. 646; Lovell Decl. ¶¶ 3-6,

ECF No. 669; Bruckner Decl. ¶¶ 3-6, ECF No. 688; Hedlund Decl. ¶¶ 4-6, ECF No. 713.

Furthermore, there is no indication that the settlement agreements are a product of collusion or that they confer, upon the class representative or any portion of the class, “improper[] . . . preferential treatment.” *In re NASDAQ Market-Makers Antitrust Litigation*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997). Accordingly, I conclude that the settlement agreements were reached by good-faith negotiations that were “fair, adequate, and reasonable, and not a product of collusion.” *Joel A.*, 218 F.3d at 138.

b. *Substantive Fairness*

(1) *The Complexity, Expense, and Likely Duration of the Litigation*

From the outset, the potential for this complex litigation to consume considerable time and resources has been great. Complex factual and legal issues abound. Protracted, voluminous discovery and dueling experts would no doubt add to the complexity of the presentation of proof. The losing parties would likely appeal any adverse jury verdicts, thereby extending the duration of the litigation. Indeed, with respect to the non-settling defendants, this case may yet result in enormous expense and remain pending for a significant period of time. It is undisputed that developing cases against any of the settling defendants would have required significant time and expense. In addition, as a result of many of these defendants’ bargained-for cooperation, these settlement agreements may facilitate a more expeditious outcome of the remaining claims, and may advance the final resolution of this litigation.

(2) *The Reaction of the Class to the Settlement*

The small number of objectors to the settlements weighs in favor of approval. Notice papers were mailed to over 2.3 million potential class members; plaintiffs estimate the class size to number in the hundreds of thousands. Pls.’ Mem. in Supp. Mot. Final Approval 4.

However, only 183 members have opted out. As for objections, only two class members – Dell and HP – have objected to final approval of the Schenker settlement agreement. (Non-settling Japanese defendants have also lodged objections against final approval of the Vantec and Nishi-Nippon settlement agreements). No class members have objected to final approval of the nine other settlements. *See* Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 11.41, at 108 (4th ed. 2002) (“[A] certain number of objections are to be expected in a class action with an extensive notice campaign and a potentially large number of class members. If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.”); *see also D’Amato v. Deutsche Bank*, 236 F.3d 78, 86-87 (2d Cir. 2001) (holding that “[t]he District Court properly concluded that this small number of objections [18 out of 27,883 notices] weighed in favor of settlement”).

(3) *The Stage of the Proceedings and the Amount of Discovery Completed*

The purpose of the third *Grinnell* factor is to “assure the Court that the counsel for plaintiffs have weighed their position based on a full consideration of the possibilities facing them.” *In re Global Crossing Securities and ERISA Litigation*, 225 F.R.D. 436, 458 (S.D.N.Y. 2004) (internal quotation marks and citation omitted). The Schenker settlement agreement was concluded early in the litigation process, but there is no evidence that it was ill-informed or premature. Nor is there a requirement that discovery be completed “as long as the court is assured that the parties had sufficient information about the claims to evaluate intelligently the desirability of settlement.” *In re International Murex Technologies Corporation Securities Litigation*, No. 93-cv-336 (JG), 1996 WL 1088899, at \*4 (E.D.N.Y. Dec. 4, 1996); *see also Global Crossing*, 225 F.R.D. at 458-59. Plaintiffs note that they “learned of important facts about the dimensions of the case during the eighteen months prior to the Schenker settlement and

from the preview of Schenker's cooperation *prior* to entering the Schenker settlement." Pls.' Mem. in Supp. Mot. Final Approval 23. In assessing these facts, they relied heavily on the expertise of counsel for plaintiffs, who have "extensive experience with antitrust claims and complex litigation." *Id.* at 6 ("Class Counsel's judgment was especially important in estimating the value of the timely and extensive cooperation provided by Schenker and the improvement that such cooperation provided in pleading and establishing the alleged conspiracies here.").

As for the subsequent nine settlement agreements at issue here, the parties concluded them with the benefit of considerably more robust information. Specifically, this information included:

- (a) the . . . cooperation that had been received from Schenker; (b) the . . . documents that had been obtained during the litigation from other Defendants; (c) assertions by each Settling Defendant of their defenses as well as previews of their cooperation; (d) Class Counsel's continuing investigation until the time of each respective settlement; (e) estimates of the amount of charges by each Settling Defendant; (f) as to the KN and Expeditors settlements, full-day mediation sessions with an experienced mediator; and (g) such other information that became available (including regarding risks of foreign collection).

Pls.' Mem. in Supp. Mot. Final Approval 6. Accordingly, this *Grinnell* factor weighs in favor of a conclusion that the settlement is fair and advantageous to the class.

- (4) *The Risks of Establishing Liability and Damages, and of Maintaining the Class Action through the Trial*

Plaintiffs continue to litigate against non-settling defendants. Motions to dismiss all the claims remain pending. As plaintiffs themselves note, to the extent their claims survive these motions, non-settling defendants appear prepared to vigorously contest their liability. Pls.' Mem. in Supp. Mot. Final Approval 25. Plaintiffs further note that even if they succeed in

establishing liability, “they nonetheless would face substantial risks and uncertainty as to the quantum of damages.” *Id.*; *see, e.g., In re NASDAQ Market-Makers Antitrust Litigation*, 187 F.R.D. 465, 476 (S.D.N.Y. 1998) (“[T]he 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.”). In short, trial of the case would involve significant risks to plaintiffs and any theory of damages would be hotly contested. Not only have plaintiffs eliminated the risk of litigating the case against the settling defendants, but several of the settling defendants’ obligations under the settlements to cooperate may assist plaintiffs to resolve the action as against the non-settling defendants. Accordingly, this factor weighs in favor of approval of the settlements.

(5) *The Ability of Defendants to Withstand a Greater Judgment*

In light of the current economic climate, I find that the settlements represent a significant commitment by the settling defendants.

(6) *The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendant Risks of Litigation*

The settlement amounts presented here are within the range of reasonableness. In the aggregate, the settlement proceeds from the ten agreements presently establish a guaranteed settlement fund worth approximately \$112 million.<sup>19</sup> Thus, the agreements provide for

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<sup>19</sup> Plaintiffs assert that the ten settlement agreements establish a \$112,356,911.58 guaranteed settlement fund. But the sum of payments guaranteed thus far, at least as set forth in the Plaintiffs’ Memorandum of Law in Support of the Motion for Final Approval and the attached Exhibit A, is \$111,856,694.34. The discrepancy is largely resolved in Exhibit O of the Declaration of Joseph Bruckner in support of Co-Lead Counsel’s Motion for Interim Fee Award and Reimbursement of Expenses: The former exhibit lists Nishi-Nippon’s guaranteed settlement payment to date as \$20,082,896 while the latter lists Nishi-Nippon’s guaranteed settlement payment to date as \$20,582,896. But the sum of payments guaranteed thus far as set forth in that latter exhibit is \$112,356,694.34,

substantial payments to the class members now – relatively early in the litigation – rather than leaving them with the prospect of uncertain relief later. The settlement fund currently represents 31.2% of the settling defendants’ affected revenues, a percentage that compares favorably with settlements reached in other price-fixing antitrust class actions. *See, e.g. In re Air Cargo*, 2009 WL 3077396 (approving settlement representing 10.5% of settling defendant’s affected revenues); *In re Air Cargo*, 2011 WL 2909162, at \*4 (E.D.N.Y. July 15, 2011) (approving second wave of settlements and finding that “[w]ith each new settlement,” the percentage of each settling defendant’s affected revenues represented by the settlement amount “rises by less than one percent”). Moreover, the settlement proceeds from the agreements will continue to grow as settling defendants receive payments from the *Air Cargo MDL*.<sup>20</sup>

Considering each settlement agreement on an individual basis, I see no reason that the specific settlement amounts provided for in any of the agreements are outside the range of reasonableness. Leaving aside the Schenker settlement agreement, which I address below, the other nine settlement agreements provide for settlement amounts representing significant percentages of each settling defendants’ affected revenues. The lowest such percentage is reflected in the UTi settlement, which provides for a fixed cash payment of \$3,243,658, representing 22% of UTi’s affected revenues. *See* Pls.’ Mem. in Supp. Mot. Final Approval 16. That percentage is certain to grow, given that UTi has further agreed to pay 80.5% of future *Air Cargo MDL* proceeds into the Settlement Fund. *Id.* But even on its own, the percentage falls well within the bounds of reasonableness.

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which still presents a shortfall of \$217.24. I recognize that this shortfall is miniscule compared to the total guaranteed settlement fund. Nonetheless, these discrepancies in plaintiffs’ papers need to be resolved.

<sup>20</sup> The *Air Cargo MDL* remains ongoing, rendering uncertain the exact amount of settling defendants’ recovery from that litigation. However, plaintiffs anticipate “that additional *Air Cargo* recoveries will be significant” and note that payments to class members from a third wave of settlements are pending. Pls.’ Mem. in Supp. Final Approval 12 n.14. In approving that third wave of settlements, I found that they would produce a total recovery (after reductions for opt-outs) of \$183,432,485.76. *In re Air Cargo*, 2012 WL 3138596, at \*3 (E.D.N.Y. Aug. 2, 2012).

The Schenker settlement agreement provides for a fixed cash payment of \$8,750,000, representing 7.9% of Schenker's affected revenues. This financial consideration alone represents a commitment by Schenker that I cannot dismiss as insignificant or outside the bounds of reasonableness. Furthermore, the Schenker settlement includes an extensive agreement to cooperate. Schenker's cooperation pursuant to this agreement helped to bolster plaintiffs' position in the litigation.<sup>21</sup> Pls.' Mem. in Supp. Mot. Final Approval 9-10. This cooperation adds considerable value to the Settlement and must be factored into an analysis of the overall reasonableness of the agreement.<sup>22</sup>

In sum, I conclude that the ten proposed settlement agreements are both procedurally and substantively fair and therefore I approve them.

## 2. *Objections to the Schenker Settlement Agreement*

Class members Dell and HP object to the proposed settlement agreement with Schenker. The crux of their objection is to the agreement's opt-out provision. That provision provides as follows:

[A]ny Opt-Out Class Member that elects to exclude itself from the Settlement shall have and shall be deemed to have[] elected to exclude itself from the Actions for all purposes, including but not limited to any and all future prosecution of the Actions by Class Counsel, any and all discovery undertaken in the Actions, and any and all future settlements with any named Defendants or any Defendant named in the future in the Actions.

Schenker Settlement § II.D.4.c. In other words, class members who choose to opt out of the Schenker settlement agreement must opt-out out of the litigation altogether, including any future settlements reached by Co-Lead Counsel for plaintiffs.

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<sup>21</sup> Dell and HP vigorously contest the actual value of the cooperation provided by Schenker, but I find that Co-Lead Counsel for plaintiffs are in a superior position to evaluate the value of this cooperation in strengthening plaintiffs' claims against non-settling defendants.

<sup>22</sup> Similarly, the agreements to cooperate in the Vantec, EGL, Nishi-Nippon, UAC, Morrison and ABX settlements also enhance the value of those settlements.

Dell and HP raised this objection prior to my preliminary approval of the Schenker settlement agreement. At an August 12, 2012 hearing, counsel for HP represented that Dell, HP, and Sony objected to the opt-out provision primarily on the ground that class members lack sufficient information to evaluate whether or not to opt out:

THE COURT: As I understand these objections, the essence of them is an information problem. That is, if you opt out of the Schenker Settlement and that means you opt out of all future settlements, you don't have sufficient information to make an informed decision as to whether to be in the class or out, correct?

MR. STORTZ: That's correct, Your Honor.

THE COURT: . . . I don't get the sense that there's this visceral reaction against you're either all in or you're all out. It's mostly just a problem of the timing. That is to say if we had an array of proposed settlements with all of the defendants and you had to choose to be in them all or out of them all, you would be fine with that. . . .

MR. STORTZ: I think the Court has put the finger right on it. The issue when you have one or four or five settlements presented out of this array of defendants, an array of different conspiracies, some involving Schenker, some not involving Schenker, that there's really a lack of information at this point . . . .

Aug. 12, 2012 Tr. 9:21-10:16.<sup>23</sup> In other words, they conceded that they were not objecting in principle to an opt-out provision of this nature. Regardless, in denying Dell and HP's motion to modify the preliminary approval of the Schenker settlement agreement, I held that Dell and HP

[did] not have an independent right to pick-and-choose which settlement agreements to join or opt out of, unless such a right is provided for in the agreement itself. *See, e.g., In re Del-Val Financial Corp. Securities Litigation*, 162 F.R.D. 271, 275 (S.D.N.Y. 1995) (“[T]he balance struck by Rule 23 would be upset if individuals could choose to participate in a class for the purposes of settlement with some defendants, but to exclude themselves from the settlement with other defendants. Rule 23 requires

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<sup>23</sup> The transcript is filed as Exhibit A to the Declaration of Michael J. Stortz in Support of Plaintiffs' Motion for Final Approval, ECF No. 842-2.

potential class members to make a trade-off: an individual either decides to remain a class member, bound by any and all judgments rendered in the class action but spared the expense of litigating on her own behalf, or she elects exclusion.”).

Order, Sept. 25, 2012, ECF No. 659.

Turning to the information problem, I find Dell and HP’s objections to final approval of the Schenker settlement agreement unpersuasive. At the August 12, 2012 hearing, I observed that a larger package of settlements would give class members a better sense of whether to opt out of the Schenker Settlement.<sup>24</sup> Dell and HP try to minimize this package of settlements, arguing that it represents only about one-third of defendants.<sup>25</sup> But I find one-third to be a significant segment of the defendant pool, enough to give class members sufficient information to determine whether it makes sense to opt out of these settlements and pursue claims on their own.<sup>26</sup>

This conclusion is buttressed by the fact that Dell and HP are the only two class members out of a potential class of hundreds of thousands to object to the Schenker settlement agreement. Dell and HP argue that the opt-out provision “deprives class members of the opportunity to freely express their opinions about the adequacy of the settlement,” suggesting that some critical mass of class members agree with their objection to the settlement, but have somehow been silenced by the opt-out provision. Dell Objections to Schenker Settlement 3,

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<sup>24</sup> Dell and HP have placed great weight on my statement at the August 12, 2012 hearing that “hypothetically, if you know what the lay of the land is [with respect to] 75 percent of the defendants . . . then you have enough information to know whether to opt out or stay in.” Aug. 12, 2012 Tr. 18:19-22. But that statement simply posed a hypothetical scenario in which the class members might have sufficient information to decide whether to opt out; it by no means established 75 as the percentage of defendants that must settle before class members can make such a decision.

<sup>25</sup> The proper metric here would appear to be the percentage of so-called “affected revenues” addressed by the settlements, as opposed to the number of settling defendants; Dell and HP do not provide the Court with a sense of what percentage of “affected revenues” are represented by this package of settlements.

<sup>26</sup> Intertwined in Dell and HP’s objection to the opt-out provision is the argument that they lack sufficient information to determine whether the \$8,500,000 settlement amount is adequate, particularly with respect to the actual value of Schenker’s cooperation. But as discussed above, I find the settlement amount alone to be reasonable financial consideration, and that the value of Schenker’s cooperation further enhances the overall reasonableness of the settlement agreement.

ECF No. 843. The opt-out provision may deter some class members from opting out, but it has no deterrent effect on their ability to *object* to the Schenker settlement agreement. As plaintiffs observe, the class is composed of “sophisticated business and Fortune 500 companies” that certainly possess the wherewithal to file an objection if they wish to the Schenker settlement agreement. Pls.’ Mem. in Supp. Mot. Final Approval 35. Their silence is significant.

Accordingly, I overrule Dell and HP’s objections to the Schenker settlement agreement.

### 3. *Objections to the Vantec and Nishi-Nippon Settlement Agreements*

Non-settling Japanese defendants<sup>27</sup> object to the proposed settlement agreements with Vantec and Nishi-Nippon. Their objection is with the MFN provisions in both agreements, which are applicable to subsequent settlements between plaintiffs and Japanese defendants. The MFN provisions establish a “Settlement Ratio” of 88.35%, defined as the ratio of the settlement amount to the fuel, AMS, and security and explosives surcharge revenues for air cargo shipments from Japan to the United States from October 2002 to November 2007. Vantec Settlement § II.D.3; Nishi-Nippon Settlement § II.D.3. These MFN provisions state that if the Settlement Ratio in a subsequent settlement between plaintiffs and a Japanese defendant is less than 88.35%, Vantec and Nishi-Nippon “will be entitled to receive . . . an amount sufficient to reduce [Vantec or Nishi-Nippon’s] Settlement Ratio to the Settlement Ratio for that” subsequent settling defendant. Vantec Settlement § II.D.4; Nishi-Nippon Settlement § II.D.4. The MFN provisions do not apply to Japanese defendants that are “insolvent or bankrupt, or [have] an inability to pay the amount that would be required by the application of the . . . Settlement Ratio.” Vantec Settlement § II.D.6; Nishi-Nippon Settlement § II.D.6. They are also inapplicable if a motion by

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<sup>27</sup> The non-settling Japanese defendants consist of eight Japanese companies and their U.S. subsidiaries or affiliates: Hankyu Hanshin Express Holdings Corporation; Hankyu Hanshin Express Co., Ltd.; Hanshin Air Cargo Co., Ltd.; MOL Logistics (U.S.A.), Inc.; Nippon Express Co., Ltd.; Nippon Express USA< Inc.; Nissin Corporation; Nissin International Transport U.S.A., Inc.; Yamato Global Logistics Japan Co., Ltd.; Yamato Transport U.S.A., Inc.; Yusen Air & Sea Service Co., Ltd.; and Yusen Air & Sea Service (U.S.A.), Inc.

plaintiffs for class certification is denied or if summary judgment has been granted against plaintiffs' claims. Vantec Settlement § II.D.8; Nishi-Nippon Settlement § II.D.8.

As a threshold matter, plaintiffs contend that non-settling Japanese defendants lack standing to object to the Vantec and Nishi-Nippon Settlements. "Usually, a nonsettling defendant lacks standing to object to a court order approving a partial settlement because a nonsettling defendant is ordinarily not affected by such a settlement." *Zupnick v. Fogel*, 989 F.2d 93, 98 (2d Cir. 1993); *see also Newberg on Class Actions* § 11:55 ("[N]onsettling defendants in a multiple defendant litigation context have no standing to object to the fairness or adequacy of the settlement by any other defendants . . ."). "This rule advances the policy of encouraging the voluntary settlement of lawsuits." *Id.* (quoting *Waller v. Financial Corp. of America*, 828 F.2d 579, 583 (9th Cir. 1987)) (internal quotation marks omitted). But "[b]ecause . . . courts also have a duty to protect the rights of the parties before them, there is a recognized exception to this general rule which 'permit[s] a non-settling defendant to object where it can demonstrate that it will sustain some formal legal prejudice as a result of the settlement.'" *Id.* (citing *Waller*, 828 F.2d at 583). "In practice, such prejudice has only been found to exist in rare circumstances, such as where the settlement agreement strips a non-settling party of a claim for contribution or indemnification, or invalidates a non-settling party's contract rights." *Armco Inc. v. North Atlantic Insurance Co. Ltd.*, No. 98-cv-6084, 1999 WL 173579, at \*1 (S.D.N.Y. 1999); *see also id.* ("A settlement that does not divest non-settling parties of their legal claims or prevent the assertion of those claims does not constitute legal prejudice to the non-settling parties.") (citations omitted); *Agretti v. ANR Freight System, Inc.*, 982 F.2d 242, 247 (7th Cir. 1992) ("Mere allegations of injury in fact or tactical disadvantage as a result of a settlement simply do not rise to the level of plain legal prejudice.").

The MFN provisions at issue do not result in legal prejudice to non-settling Japanese defendants. Non-settling Japanese defendants object to these provisions primarily on the ground that they inhibit future settlements between themselves and plaintiffs by establishing a settlement ratio. This argument best describes a “tactical disadvantage” rather than formal legal prejudice. At any rate, these provisions may inhibit, but do not prohibit, non-settling Japanese defendants from negotiating settlements with a settlement ratio below that contained in the MFN provisions. The MFN provisions simply contemplate that in such a scenario, Vantec and Nishi-Nippon would receive an amount sufficient to reduce their settlement ratios so that they are equivalent to that contained in the subsequent settlement.<sup>28</sup> Accordingly, I overrule non-settling Japanese defendants’ objections to the Vantec and Nishi-Nippon Settlements.

B. *Plan of Allocation*

“As a general rule, the adequacy of an allocation plan turns on . . . whether the proposed apportionment is fair and reasonable’ under the particular circumstances of the case. *In re Painwebber Ltd. Partnerships Litigation*, 171 F.R.D. 104, 133 (S.D.N.Y. 1997), *aff’d*, 117 F.3d 721 (2d Cir. 1997). “An allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc.*, 127 F. Supp. 2d 418, 429-30 (S.D.N.Y. 2001) (quotation marks omitted). Whether the allocation plan is equitable is “squarely within the discretion of the

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<sup>28</sup> Non-settling Japanese defendants make several arguments to the effect that these MFN provisions harm the class. In particular, they argue that the provisions are unworkable because they do not articulate how refunds to Vantec and Nishi-Nippon would be distributed in the event that plaintiffs conclude a settlement with a non-settling Japanese defendant with a more favorable settlement ratio. For example, they point out that the Vantec and Nishi-Nippon settlements require the distribution of proceeds to class members upon final approval and that it would be “impractical to ‘claw back’ cash . . . in order to make the ‘repayments’ to Vantec and N[ishi-Nippon] in the event of a breach of the MFN provision.” Non-Settling Japanese Ds’ Objections to Mot. Final Approval 12, ECF No. 841. These arguments may be valid but I am not inclined to consider them given that not a single member of the class that would be directly affected by such a scenario has raised them.

district court.” *In re PaineWebber*, 171 F.R.D. at 132. I find that the plan is both fair and reasonable, and thus I approve it.

As discussed above, the proposed plan of allocation works as follows. First, 10% of the net settlement funds will be allocated pro rata based on the total worldwide freight forwarding charges paid for shipments to, from, or within the United States during the period January 1, 2001 to September 14, 2012. Pls.’ Mem. in Supp. Mot. Final Approval 45 & Ex. D. Second, 90% of the net settlement funds will be allocated pro rata based on the surcharges paid on the shipping routes of all defendants “that conspired on that particular surcharge for which a particular Class Member paid surcharges on freight forwarding services” during the same period. *Id.* at Ex. D. The ten settlements at issue each provide that no funds will revert to settling defendants regardless of the number of opt-outs and regardless of the number of class members who submit valid claims. *Id.* at 3.

I conclude that this plan of allocation, which is recommended by experienced and competent counsel, is fair, reasonable, and adequate. This conclusion is buttressed by the relatively small number of opt-outs and absence of objections from class members. Accordingly, I approve as final the allocation plan.

C. *Fee Award*

In awarding attorneys’ fees, the Second Circuit has held that both the “lodestar” method of computation (*i.e.*, hours reasonably expended multiplied by a reasonable hourly rate, plus an enhancement if deemed appropriate) and the “percentage of the fund” method are available to district judges in calculating attorneys’ fees in common fund cases. *See Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). As one court has noted, “[t]he trend, however, in the Second Circuit, appears to be the utilization of the percentage method.”

*Baffa v. Donaldson Lufkin & Jenrette Securities Corp.*, No. 96-cv-0583, 2002 WL 1315603, at \*1 (S.D.N.Y. June 17, 2002) (citing *In re American Bank Note*, 127 F. Supp. 2d 418, 431 (S.D.N.Y. 2001)) (“Although the law in the Circuit has not been uniform, the trend of the district courts in this Circuit is to use the percentage of the fund approach to calculate attorneys’ fees.”); *see also Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2d Cir. 2005) (“The trend in this Circuit is toward the percentage method.”); *In re Merrill Lynch & Co., Inc. Research Reports Securities Litigation*, 246 F.R.D. 156, 171 (S.D.N.Y. 2007) (“The trend in the Second Circuit . . . has been to express attorneys’ fees as a percentage of the total settlement, rather than to use the lodestar method to arrive at a reasonable rate.”). The percentage method spares the court and the parties the “cumbersome, enervating, and often surrealistic process of lodestar computation.” *Goldberger*, 209 F.3d at 50 (quotation marks omitted). Even when the percentage method is used, however, the Second Circuit recommends analyzing the documentation of the hours submitted by counsel as a “cross check” on the reasonableness of the requested percentage. *See id.* Courts in this Circuit commonly adhere to this practice. *See Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423, 436 (2d Cir. 2007) (quoting *Goldberger*, 209 F.3d at 49-50).

Regardless of which method of calculation is employed, the key consideration in awarding fees is what is reasonable under the circumstances. *Goldberger*, 209 F.3d at 47. The traditional criteria in determining a reasonable common fund fee include: (1) the time and labor expended by counsel; (2) the magnitude and complexities of the litigation; (3) the risk of the litigation; (4) the quality of representation; (5) the requested fee in relation to the settlement; and (6) public policy considerations. *Id.* at 50.

The Second Circuit has cautioned district courts, in applying these criteria, not to blindly follow a one-size-fits-all “benchmark” in determining the appropriate fee. Such a practice “could easily lead to routine windfalls where the recovered fund runs into the multi-millions.” *Id.* at 52; *see also, e.g., in re NASDAQ Market-Makers Antitrust Litigation*, 187 F.R.D. at 486 (“In many instances the increase [in the fund] is merely a factor of the size of the class and has no direct relationship to the efforts of counsel.”). Thus, in megafund cases particularly, courts have “traditionally accounted for these economies of scale by awarding fees in the lower range[s].” *Goldberger*, 209 F.3d at 52; *In re Independent Energy Holdings PLC*, No. 00-cv-6689, 2003 WL 22244676, at \*6 (S.D.N.Y. Sept. 29, 2003) (“[T]he percentage used in calculating any given fee award must follow a sliding-scale and must bear an inverse relationship to the amount of the settlement. Otherwise, those law firms who obtain huge settlements, whether by happenstance or skill, will be over-compensated to the detriment of the class members they represent.”); *In re NASDAQ*, 187 F.R.D. at 486 (explaining that “absent unusual circumstances, the percentage will decrease as the size of the fund increases” and thus “[i]n cases where a class recovers more than \$75-\$200 million, . . . fees in the range of 6-10 percent and even lower are common”) (internal quotation marks omitted).

In determining a reasonable fee, it is also my responsibility to act as a “fiduciary who must serve as a guardian of the rights of absent class members.” *Grinnell Corp.*, 560 F.32d at 1099 (quotation marks omitted); *see also id.* (“The point is that plaintiffs in common fund cases typically are not fully informed. Nor are they able to negotiate collectively, or at arm’s length. This is why we emphasized . . . that awards in these cases are proper only if made with moderation.”) (quotation marks omitted). Accordingly, I must assess the requested fee award

with “a jealous regard to the rights of those who are interested in the fund.” *Id.* at 53 (internal quotation marks omitted).

Co-Lead Counsel for plaintiffs have requested a fee of 33% of the settlement fund (\$37,077,780.82, payable in three installments). They assert that the amount is fair and reasonable when examined under the *Goldberger* factors and when “cross-checked” against that lodestar. They assert that “[t]he total lodestar . . . from inception of the case through March 31, 2012” is \$27,898,295.45. Pls.’ Mem. in Supp. Mot. Interim Attorneys’ Fees 16, ECF No. 836. No objections to the requested fees have been filed.

The first factor I must consider in evaluating an award of attorneys’ fees is the time and labor expended by Co-Lead Counsel together with other class counsel (collectively “Class Counsel”). Class Counsel invested significant time in negotiating these settlement agreements. *See* Bruckner Decl. ¶ 7, ECF No. 527-1 (negotiations with Vantec from mid-2010 to April 2011); Lovell Decl. ¶ 4, ECF No. 527-5 (negotiations with Schenker from June 2008 to July 2009); Hedlund Decl. ¶¶ 6, 8 (negotiations with EGL from January 2010 to May 2011), ECF No. 527-6; Bruckner Decl. ¶ 5, ECF No. 576-1 (negotiations with Expeditors from 2010 to February 2012); Lovell Decl. ¶ 3, ECF No. 590-1 (negotiations with Nishi-Nippon from May 2011 to May 2012); Jaccarino Decl. ¶ 3, ECF No. 639 (negotiations with UAC from November 2011 to August 2012); Lovell Decl. ¶ 3-6, ECF No. 646 (negotiations with KN from September 2010 to September 2012); Lovell Decl. ¶ 3-6, ECF No. 669 (negotiations with Morrison Express from June 2012 to September 2012); Bruckner Decl. ¶ 3, ECF No. 688 (negotiations with UTi from September 2012 to December 2012); Hedlund Decl. ¶ 3-6, ECF No. 713 (negotiations with ABX from May 2010 to January 2013). This labor included numerous in-person meetings and conference calls, researching and evaluating the relative strengths and weaknesses of each side’s

litigation position, and preparing a notice program. However, Class Counsel's additional efforts with respect to prosecuting the case generally, such as preparing the Complaint (and subsequently amending the Complaint), effectuating service, investigating and researching the freight forwarding industry, and briefing opposition to defendants' motions to dismiss amount to time that should not be considered as part of the present fee application because it is not directly related to the settlement agreements. *See* Joseph Bruckner Decl. in Supp. Mot. Interim Attorneys' Fees ¶¶ 4-14, ECF No. 837. Accordingly, I do not find that the time and labor expended by Class Counsel warrants the 33% fee award.

The second factor is the magnitude and complexities of the litigation. This litigation is irrefutably complex. Class Counsel spent significant resources gaining an understanding of the freight forwarding industry as it operates globally. With respect to the cases against the settling defendants, counsel invested resources researching, analyzing, and evaluating contested legal and factual issues, in order to negotiate favorable settlements.

Third, in light of the current economic climate, as well as the scope and nature of the litigation, this action is obviously risky. As discussed above, defendants have vigorously contested liability and will continue to do so. And even if plaintiffs succeed in establishing liability, they will face substantial risks in terms of recovering damages. The benefit of this package of settlements may well facilitate speedier resolution with respect to the remaining defendants.

Fourth, Class Counsel are highly experienced practitioners in complex litigation generally and antitrust litigation specifically. The settlement agreements were the result of hard fought arms'-length negotiation with settling defendants' respective counsel.

The fifth factor is the relationship of the fee to the settlement. For the reasons discussed below, I find an award of 33% of the total settlement to be unreasonable.

The final factor is whether public policy considerations support a substantial fee award. The Second Circuit has noted that “[i]n the absence of adequate attorneys’ fee awards, many antitrust actions would not be commenced, since the claims of individual litigants, when taken separately, often hardly justify the expense of litigation.” *Alpine Pharmacy, Inc. v. Chas. Pfizer & Co., Inc.*, 481 F.2d 1045, 1050 (2d Cir. 1973). But fees awarded must nonetheless be reasonable. Fee awards should “provid[e] lawyers with sufficient incentive to bring common fund cases that serve the public interest,” *Goldberger*, 209 F.3d at 51, but they should not provide counsel with a “windfall.”

In light of all these factors and considering all of the circumstances of this case to date, I find that the requested attorneys’ fee is excessive. My conclusion is not intended to diminish the commendable efforts of Class Counsel, who have worked vigorously and ably to achieve these outcomes. Nevertheless, I find that a 33% fee award is not reasonable for several reasons.

First, the 33% fee award is unreasonable in light of similar cases involving mega-funds. “To avoid routine windfalls where the recovered fund runs into the multi-millions, courts typically decrease the percentage of the fee as the size of the fund increases.” *In re Interpublic Securities Litigation*, No. 02-cv-6527, 2004 WL 2397190, at \*11 (S.D.N.Y. Oct. 26, 2004) (12% award of \$96 million recovery to class) (internal citations and quotation marks omitted). “In cases where a class recovers more than \$75-\$200 million, courts weigh the economies of scale inherent in class actions in fixing a percentage to yield a recovery of reasonable fees.” *In re NASDAQ Market-Makers Antitrust Litigation*, 187 F.R.D. at 486. Thus, “fees in the range of 6-

10 percent and even lower are common in megafund cases.” *Id.* at 486-87 (citing cases). *Cf. Goldberger*, 209 F.3d at 52 (“[E]mpirical analyses demonstrate that in cases . . . with recoveries of between \$50 and \$75 million, courts have traditionally accounted for these economies of scale by awarding fees in the lower range of about 11% to 19%.”) (citations omitted).

Co-Lead Counsel argue that the megafund analysis is not appropriate here for several reasons. First, they observe that I did not apply a megafund reduction to fee requests in the *Air Cargo MDL*. Co-Lead Counsel Mem. in Supp. Mot. Interim Attorneys’ Fees 14. Second, they observe that the Second Circuit has never required the application of the megafund doctrine. *Id.* at 14-15. Finally, they argue that the nature of this litigation – “a case with relatively small government fines for many Defendants and no fines for others, and sixty-eight individual defendants, twenty-eight Defendant families, and eleven conspiracies – make it the opposite of and distinguishable from a typical monolithic two-defendant mega conspiracy.” *Id.* at 15.

The touchstone for evaluating attorneys’ fees is reasonableness. In the *Air Cargo MDL*, I did not apply by rote a megafund reduction to fee requests; nevertheless, I found that the first request for attorneys’ fees – in the amount of 25% of total settlement – to be unreasonable in light of the factors for evaluating such a request and the circumstances of that case. *In re Air Cargo*, 2009 WL 3077396, at \*12-\*16. The Second Circuit may not mandate the application of the megafund doctrine, but to the extent that the reasoning underlying such a doctrine coalesces with an evaluation of reasonableness, that doctrine provides useful guidance for considering an application for attorneys’ fees. And I am, of course, required to consider the particular nature of this litigation, including the number of defendants and particular constellation of claims, in

determining the reasonableness of the fee request. Indeed, one of the factors that I considered above was the magnitude and complexities of this litigation.

Using reasonableness as the touchstone, but keeping in mind the megafund doctrine, I consider the 33% fee award to be unreasonable. In the *Air Cargo MDL*, which Co-Lead Counsel themselves have used as an apt comparator, I reduced a request for a 25% fee award to 15% brought in connection with the first settlement, *In re Air Cargo*, 2009 WL 3077396, at \*16, and subsequently approved requests for a 25% fee award brought in connection with a second and third wave of settlements, *In re Air Cargo*, 2012 WL 3138596, at \*5-\*6; *In re Air Cargo*, 2011 WL 2909162, at \*5-\*7. Moreover, my reasoning for reducing the first fee request in the *Air Cargo MDL* – from 25% to 15% – applies with equal force here. I found it inappropriate, as I do here, to grant a fee request in connection with settlement agreements by reference to the total number of hours expended on the litigation as a whole.<sup>29</sup> While much of the work the attorneys have done is related to the settlement agreements, a significant percentage is not. The other work pertains to prosecuting the case against non-settling defendants, and counsel should be compensated for that work if and when they are successful in prosecuting those claims. Accordingly, I direct Co-Lead Counsel to submit a supplemental fee application and expenses request limited to work performed with respect to the ten settlements.<sup>30</sup>

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<sup>29</sup> For that reason, I do not find the lodestar cross-check to be particularly helpful here, although I note that the fee award represents a multiplier of 1.3 on the lodestar.

<sup>30</sup> At oral argument, Co-Lead Counsel represented that it would be difficult to disentangle the work performed on the settlement agreements from the work performed on the litigation as a whole. But their motion for attorneys' fees describes discrete aspects of the litigation (for which they request compensation) that are not directly related to the settlement agreements. As discussed above, these aspects include preparing the Complaint (and subsequently amending the Complaint), effectuating service, investigating and researching the freight forwarding industry, and briefing opposition to defendants' motions to dismiss. *See* Bruckner Decl. in Supp. Mot. Interim Attorneys' Fees ¶¶ 4-14. Moreover, at least some of this work is documented in the charts submitted by Co-Lead Counsel in support of their motion for attorneys' fees. *See, e.g.*, Bruckner Decl. in Supp. Mot. Interim Attorneys' Fees Ex. A, ECF No. 837-1 (reporting hours expended on various aspects of litigation including "Investigations & Factual Research," "Discovery," "Pleadings, Briefs (drafting, serving, filing & legal research)," "Trial & Preparation," and "Litigation Strategy, Analysis & Case Management").

## CONCLUSION

For the reasons stated above, the EGL and Expeditors settlement agreements are approved, and all claims against those defendants by those members of the settlement class who have not timely exercised their right to be excluded from the settlement agreements are dismissed with prejudice. My grant of final approval to the Schenker, Vantec, Nishi-Nippon, UAC, KN, Morrison Express, UTi, and ABX settlement agreements will be held in abeyance until September 2, 2013.<sup>31</sup> Co-Lead Counsel shall submit a supplemental fee application and expenses request by September 10, 2013.

So ordered.

John Gleeson, U.S.D.J.

Dated: August 27, 2013  
Brooklyn, New York

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<sup>31</sup> On June 20, 2013 Co-Lead Counsel informed the Court by letter that settling defendants had not served notices for these settlements 90 days prior to the fairness hearing as required under the Class Action Fairness Act ("CAFA"). These CAFA notices were sent on June 3, 2013. Accordingly, under CAFA, the Court may not enter final approval of these settlement agreements until the 90-day CAFA notice period expires on September 2, 2013.



3. The following Settlement Class, as defined in the Settlement Agreement, which was conditionally certified in the Court's Order granting preliminary approval of this settlement, is certified for settlement purposes only as follows:

All persons and entities that purchased eggs, including Shell Eggs and Egg Products, produced from caged birds in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through the date when notice of the Court's entry of an order preliminarily approving this settlement and certifying a Class for settlement purposes is first published.

a.) Shell Egg SubClass

All individuals and entities that purchased Shell Eggs produced from caged birds in the United States directly from any Producer including any Defendant, during the Class Period from January 1, 2000 through the date when notice of the Court's entry of an order preliminarily approving this settlement and certifying a Class for settlement purposes is first published, excluding individuals and entities that purchased only "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types) and "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

b.) Egg Products SubClass

All individuals and entities that purchased Egg Products produced from Shell Eggs that came from caged birds in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through the date when notice of the Court's entry of an order preliminarily approving this settlement and certifying a Class for settlement purposes is first published, excluding individuals and entities that purchased only "specialty" Egg Products (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types).

Excluded from the Class and SubClasses are Producers, and their respective parents, subsidiaries and affiliates, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

4. The Court finds, as discussed more thoroughly in the accompanying Memorandum, that the Settlement Class satisfies the applicable prerequisites for class action treatment under Federal Rule of Civil Procedure 23(a) and (b). The Settlement Class is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Settlement Class, the claims of the Class Representatives are typical of the claims of the Settlement Class, and the Class Representatives will fairly and adequately protect the interests of the Settlement Class. For purposes of this settlement, questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Notice of the Settlement Agreement to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Orders granting preliminary approval of this settlement and notice of this settlement, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e) and due process.

6. Defendants have filed notification of this settlement with the appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

7. As discussed more thoroughly in the accompanying Memorandum, the Court finds that the Settlement Agreement is sufficiently fair, reasonable and adequate to the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e). Specifically, the Court finds that the settlement meets the standard for an initial presumption of fairness. Additionally, the

Court's analysis of the factors set forth in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), and factors set forth in *In re Prudential Insurance Co. American Sales Practice Litigation Agent Actions*, 148 F.3d 283 (3d Cir. 1998), as appropriate, leads to the conclusion that the relevant considerations weigh in favor of finding the settlement is fair, reasonable and adequate under Federal Rule of Civil Procedure 23(e).

9. The Settlement Agreement is finally approved pursuant to Federal Rule of Civil Procedure 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate, and the parties are directed to consummate the Settlement Agreement in accordance with its terms.

10. The United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, motion, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc. This Settlement Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Pennsylvania without regard to its choice of law or conflict of laws principles. Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc. submit to the jurisdiction in the Eastern District of Pennsylvania only for the purposes of this Settlement Agreement and the implementation, enforcement and performance thereof. Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc. otherwise retain all defenses to the Court's exercise of personal jurisdiction over Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc.

BY THE COURT:

S/Gene E.K. Pratter  
GENE E.K. PRATTER  
United States District Judge

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*Interim Lead Counsel for the  
Indirect Purchaser Plaintiffs*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV-07-5944-SC

MDL No. 1917

~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT  
WITH CHUNGHWA PICTURE TUBES,  
LTD.

This Document Relates to:  
All Indirect Purchaser Actions

Hearing Date: March 15, 2012  
Time: 2:00 p.m.  
JAMS: Two Embarcadero Center, Suite 1500  
Judge: Honorable Samuel Conti  
Special Master: Charles A. Legge (Ret.)

Indirect Purchaser Plaintiffs' ("Plaintiffs") request for final approval of the settlement entered into with Chunghwa Picture Tubes, Ltd. ("Settling Defendant") and preliminarily approved by this Court on August 9, 2011 (the "Settlement") (*see* Docket Entry ("DE") 993) came on for hearing before Special Master Charles A. Legge (Ret.) (the "Hearing") on March 15, 2012. The Special Master has considered the relief requested, the papers filed in support

1 of this motion and in support of the motion for preliminary approval (*see* DE 884),<sup>1</sup> and all  
2 other arguments presented at the hearing. Due and adequate notice having been given, and  
3 good cause appearing therefor, it is:

4 **ORDERED, ADJUDICATED AND DECREED THAT:**

5 1. This Court has jurisdiction over the subject matter of the request and all  
6 matters relating thereto, including all members of the Class.

7 2. For purposes of this Order, except as otherwise set forth herein, the Special  
8 Master adopts and incorporates the definitions contained in the Settlement.

9 3. For settlement purposes only and pursuant to Federal Rule of Civil Procedure  
10 23, the Special Master determines that the following settlement class (the "Class")<sup>2</sup> be  
11 certified:

12 All persons and or entities who or which indirectly purchased in the United  
13 States CRT Products manufactured and/or sold by the Defendants, or any  
14 subsidiary, affiliate, or co-conspirator thereof, at any time during the period  
15 from at least March 1, 1995 through at least November 25, 2007, except, for  
16 purposes of claims on behalf of Illinois persons (as defined by 740 ILCS 10/4)  
17 under 740 Ill. Comp. Stat. § 10/7(2) and Oregon natural persons under ORS §§  
18 646.780(5)(a). Such Illinois and Oregon persons (as identified in the preceding  
19 sentence) shall instead be represented by the Attorney General of their state  
20 pursuant to the *parens patriae* authority granted to each Attorney General by  
21 those statutes. Specifically excluded from this Class are claims on behalf of  
22 Washington persons (as defined by RCW 19.86.010) for purposes of claims  
under RCW 19.86.080(1); the Defendants; the officers, directors or employees  
of any Defendant; any entity in which any Defendant has a controlling interest;  
and, any affiliate, legal representative, heir or assign of any Defendant. Also  
excluded are any federal, state or local government entities, any judicial officer  
presiding over this action and the members of his/her immediate family and

23 <sup>1</sup> A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Mario N.  
24 Alioto In Support Of Motion For Preliminary Approval Of Class Action Settlement With  
Chunghwa Picture Tubes, Ltd. *See* DE 884-1.

25 <sup>2</sup> Pursuant to the Special Master's Report and Recommendations Regarding Proposed  
26 Settlement With Chunghwa (DE 970), the Class definition approved by the Court is different  
from the Class definition in the Settlement Agreement.

1 judicial staff, and any juror assigned to this action.

2 4. The Special Master further finds that the prerequisites to a class action under  
3 Federal Rule of Civil Procedure 23 are satisfied for settlement purposes in that:

4 (a) there are thousands of class members and therefore joinder of all members is  
5 impracticable;

6 (b) there are questions of law or fact common to the class which predominate  
7 over individual issues;

8 (c) the claims or defenses of the class plaintiffs are typical of the claims or  
9 defenses of the class; and

10 (d) the class plaintiffs will fairly and adequately protect the interests of the class,  
11 and have retained counsel experienced in complex antitrust class action litigation who have  
12 and will continue to adequately represent the class.

13 5. Those persons or entities set out in Exhibit 1 attached hereto, have timely and  
14 validly requested exclusion from the Class and, therefore, are excluded.

15 6. Due and adequate notice of the Settlement was provided to the Class,  
16 including notice of the Settlement that was disseminated by publications in newspapers,  
17 Sunday supplements, direct mail and press releases, as well as postings on the website  
18 established for this case, [www.CRTsettlement.com](http://www.CRTsettlement.com). Such notice was given in accordance  
19 with this Court's Order Granting Preliminary Approval of Class Action Settlement with  
20 Defendant Chungwa Picture Tubes, Ltd. *See* DE 993. Such notice adequately advised the  
21 Class of the Settlement, of their right to exclude themselves from the Class or to object to the  
22 Settlement. The manner of giving notice provided in this case fully satisfies the requirements  
23 of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable  
24 under the circumstances, and constituted due and sufficient notice to all persons entitled  
25 thereto. A full and fair opportunity was provided to the members of the Class to be heard  
26 regarding the Settlement.

27 7. One objection to the Settlement was filed by Sean Hull. The objection is

1 hereby overruled on the grounds that the objector has failed to submit proof or otherwise  
2 establish that he is a member of the Class, and therefore lacks standing to challenge the  
3 Settlement. Additionally, the objection is otherwise without merit for the reasons set forth in  
4 Plaintiffs' Memorandum in Support of Final Approval of Class Action Settlement with  
5 Defendant Chunghwa Picture Tubes, Ltd., and as argued at the Final Fairness Hearing.

6 8. The Settlement is, in all respects, fair, adequate and reasonable to the Class.  
7 Accordingly, the Court hereby grants final approval of the Settlement.

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9 Dated: March 21, 2012

  
Hon. Charles A. Legge (Ret.)

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REVIEWED AND [APPROVED ~~OR MODIFIED~~]

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12 Dated: Mar. 22, 2012

  
Hon. Samuel Conti  
United States District Judge

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# EXHIBIT 1

**REQUESTS FOR EXCLUSION**  
(All Timely)

<b>REFERENCE NAME</b>	<b>COMPLETE DESCRIPTION</b>
1. Circuit City Stores	Alfred H. Siegel, as Trustee of the Circuit City Stores, Inc. Liquidating Trust, on behalf of itself and Circuit City Stores, Inc. and its affiliated debtors
2. Old Comp	<p>Old Comp Inc. and each of its parents, predecessors, successors, subsidiaries, agents, affiliates, partners, acquisitions, assignors, divisions, departments, and offices, including, but not limited to,</p> <ul style="list-style-type: none"> <li>Old Comp Inc. (formerly known as CompUSA Inc.)</li> <li>CompUSA GP Holdings Company</li> <li>CompUSA Holdings Company</li> <li>CompUSA Stores L.P.</li> <li>CompUSA Management Company</li> <li>CompTeam Inc.</li> <li>Cozone.com Inc.</li> <li>BeOn Inc. (formerly known as CompUSA PC Inc.)</li> <li>BeOn Operating Company (formerly known as CompUSA PC Operating Company)</li> <li>Computer City Inc.</li> <li>Good Guys Inc.</li> <li>Good Guys California, Inc.</li> <li>Goodguys.com Inc.</li> </ul>
3. PBE Consumer Electronics	PBE Consumer Electronics, LLC and related entities
4. Petters Company	Douglas A. Kelley, as Chapter 11 Trustee for Petters Company, Inc. and related entities and as Receiver for Petters Company, LLC and related entities

5. RadioShack	RadioShack Corporation and each of its parents, predecessors, successors, subsidiaries, agents, affiliates, partners, acquisitions, assignors, divisions, departments, and offices, including, but not limited to, RadioShack Corporation
6. Sears	Sears, Roebuck and Co. and Kmart Corporation and each of its parents, predecessors, successors, subsidiaries, agents, affiliates, partners, acquisitions, assignors, divisions, departments, and offices, including, but not limited to, Sears, Roebuck and Co. Sears Holding Corporation Sears Holdings Management Corporation Kmart Corporation Kmart Management Corporation Kmart Holdings Corporation
7. Target	Target Corporation and each of its parents, predecessors, successors, subsidiaries, agents, affiliates, partners, acquisitions, assignors, divisions, departments, and offices, including, but not limited to, Target Corporation
8. ViewSonic	ViewSonic Corporation and each of its parents, predecessors, successors, subsidiaries, agents, affiliates, partners, acquisitions, assignors, divisions, departments, and offices, including, but not limited to, ViewSonic Corporation ViewSonic International Corporation ViewSonic Display Limited ViewSonic Hong Kong Limited
9. Wal-Mart	Wal-Mart Stores, Inc. and its subsidiaries and affiliates, including but not limited to Wal-Mart Stores East, LP; Wal-Mart Stores Texas, LLC; Wal-Mart Louisiana, LLC; Wal-Mart Stores Arkansas, LLC; and Walmart.com USA, LLC (collectively operating as Walmart); and Sam's West, Inc. and Sam's East, Inc. (collectively operating as Sam's Club)
10. Rhodrick Harden	Rhodrick Harden from Columbus, Ohio

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13 Plaintiffs' Interim Class Counsel

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16 **WESTERN DIVISION**

17 IN RE KOREAN AIR LINES CO., LTD.  
18 ANTITRUST LITIGATION

MDL No. 07-01891

Master File No. CV 07-05107 SJO  
(AGR<sub>x</sub>)

19 \_\_\_\_\_  
20 This Document Relates To:

21 ALL ACTIONS

**ORDER APPROVING  
SETTLEMENT BETWEEN  
PLAINTIFFS AND DEFENDANT  
ASIANA AIRLINES, INC.**

**Date: June 27, 2011  
Time: 1:30 p.m.  
Place: Courtroom of the  
Hon. S. James Otero**

1           Having considered (1) Plaintiffs’ Memorandum In Support of Plaintiffs’  
2 Motion for Final Approval of Settlement Between Plaintiffs and Defendant Asiana  
3 Airlines, Inc.; (2) the Declarations of Marc M. Seltzer, Susan G. Kupfer, and Jeff  
4 S. Westerman, and accompanying exhibits, and (3) the papers previously filed in  
5 support of plaintiffs’ motion for preliminary approval of the proposed settlement  
6 with defendant Asiana Airlines, Inc. (“Asiana”), and all of the other papers,  
7 pleadings and files in this litigation, and good cause appearing therefor,

8           IT IS HEREBY ORDERED as follows:

9           1.     This Court finds that the form and manner of providing notice to the  
10 Settlement Class of the proposed settlement with Asiana and all related matters,  
11 implemented in accordance with the terms of the Court’s Order Granting Plaintiffs’  
12 Motion for Preliminary Approval of Settlement Between Plaintiffs and Defendant  
13 Asiana Airlines, Inc. and Approving Form and Manner of Class Notice (Dkt. No.  
14 462), filed on February 18, 2011:

- 15           (a)   constituted the best practicable notice to the Class of the proposed  
16 settlement with Asiana and all related matters; and  
17           (b)   fully satisfied all applicable requirements of the Federal Rules of Civil  
18 Procedure and the United States Constitution, and any other  
19 applicable law.

20           2.     This Court finds that the proposed settlement with Asiana is fair,  
21 adequate and reasonable to the Settlement Class, considering the substantial  
22 economic and non-economic benefits of the settlement to the Settlement Class, the  
23 risks of continued litigation against Asiana and Asiana’s financial condition. The  
24 Court finds the following facts and circumstances, among others, further support  
25 the fairness, reasonableness, and adequacy of the settlement:

- 1 (a) This case involves many complex and vigorously contested issues of  
2 law and fact;
- 3 (b) The settlement was achieved after substantial discovery and  
4 adjudication of motions to dismiss filed by defendants;
- 5 (c) The settlement was the result of extensive arm's-length negotiation  
6 between the settling parties; and
- 7 (d) Asiana's promised cooperation will likely allow plaintiffs to narrow  
8 the issues and focus the litigation against the remaining defendant,  
9 Korean Air Lines Co., Ltd.

10 3. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this  
11 Court finds that the settlement with Asiana was made and entered into by the  
12 settling parties in good faith, and the settlement is hereby finally approved as fair,  
13 reasonable, and adequate, and in the best interests of the Settlement Class. The  
14 settling parties and their counsel are hereby directed to implement and consummate  
15 the settlement in accordance with its terms and conditions.

16 4. The Court will enter a separate final judgment approving the  
17 settlement and dismissing the action as against Asiana in accordance with the  
18 terms of the Settlement Agreement.

19 5. The Court hereby retains continuing jurisdiction over the settling  
20 parties, the Settlement Class and the Settlement Fund for purposes of effectuating  
21 the settlement and enforcing its terms.

22 IT IS SO ORDERED.

23 Dated: July 15, 2011



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S. James Otero  
UNITED STATES DISTRICT JUDGE

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Submitted By:

MILBERG LLP  
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GLANCY BINKOW & GOLDBERG LLP  
SUSAN G. KUPFER (141724)

SUSMAN GODFREY L.L.P.  
MARC M. SELTZER (54534)

By           /s/ Marc M. Seltzer            
    Marc M. Seltzer  
Plaintiffs' Interim Class Counsel

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ MAR 14 2011 ★

**BROOKLYN OFFICE**

**IN RE: AIR CARGO SHIPPING  
SERVICES ANTITRUST LITIGATION**

**MDL No. 1775**

**Master File 06-MD-1775 (JG)(VVP)**

**This Document Relates to:  
All Actions**

**ORDER APPROVING SETTLEMENT AGREEMENT WITH AMR CORPORATION  
AND AMERICAN AIRLINES, INC. AND  
ENTERING FINAL JUDGMENT**

Plaintiffs and Defendant AMR Corporation and American Airlines, Inc. (collectively, "AA") entered into a Settlement Agreement to fully and finally resolve the Settlement Class's claims against AA. On September 8, 2010, the Court entered its Order granting preliminary approval of the proposed settlement between Plaintiffs and AA ("Preliminary Approval Order"). On October 21, 2010, this Court entered an Order Authorizing Dissemination of Class Notice and Scheduling Hearing for Final Approval of Proposed Settlements (the "October 21, 2010 Order"). Among other things, the October 21, 2010 Order authorized Plaintiffs to disseminate notice of the settlement, the fairness hearing, and related matters to the Settlement Class. Notice was provided to the Class pursuant to the Preliminary Approval Order and the October 21, 2010 Order, and the Court held a fairness hearing on March 3, 2011.

Having considered Plaintiffs' Motion For Final Approval of Proposed Settlement with Air France-KLM, SAS, JAL and American Airlines, any objections filed of record, oral argument presented at the fairness hearing, and the complete record and files in this matter,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Court has jurisdiction over the subject matter of this Action (and all actions and proceedings consolidated in this Action).

2. Terms capitalized in this Order and Final Judgment have the same meanings as those used in the Settlement Agreement.

3. The Preliminary Approval Order and October 21, 2010 Order outlined the form and manner by which the Plaintiffs would provide the Settlement Class with notice of the settlement, the fairness hearing, and related matters. The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. Proof that the mailing and publication conformed with the Preliminary Approval Order has been filed with the Court. The Class Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and fairness hearing and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice.

4. The settlement was attained following an extensive investigation of the facts. It resulted from vigorous arm's-length negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions.

5. Final approval of the Settlement Agreement with AA is granted pursuant to Fed. R. Civ. P. 23(e), because the Settlement Agreement is "fair, reasonable and adequate" to the Class. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974).

6. The Preliminary Approval Order dated September 8, 2010 certified the following Settlement Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

All persons or entities (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as government entities) who purchased Airfreight Shipping Services for shipments to, from or within the United States directly from any of the Settling Defendants, any other Defendant, or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the period from January 1, 2000, up to and including September 11, 2006.

7. The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have timely and validly requested exclusion from the Settlement Class and are hereby excluded from the Settlement Class, not bound by this Order and Final Judgment, and may not make any claim or receive any benefit from the settlement, whether monetary or otherwise. Said excluded persons may not pursue any Released Claims on behalf of those who are bound by this Order and Final Judgment. Each Settlement Class member not appearing in Exhibit A is bound by this Order and Final Judgment, and will remain forever bound.

8. As to AA and other Released Parties, any and all currently pending class action lawsuits directly related to the subject matter of this litigation are dismissed with prejudice and in their entirety, on the merits, and except as provided for in the Settlement Agreement, without costs. This dismissal shall not affect, in any way, Plaintiffs' right to pursue claims, if any, outside the scope of the Release set out in Paragraphs 27-29 of the Settlement Agreement.

9. The Releasing Parties are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Claims released in Paragraphs 27-29 of the Settlement Agreement against any Released Party, either directly, individually, representatively, derivatively, or in any other capacity, by whatever means, in any local, state, or federal court, or in any agency or other authority or arbitral or other court or forum wherever located.

10. The Releasing Parties remise, release, forever discharge, and covenant not to sue the Released Parties from and for Claims as set forth in Paragraphs 27-29 of the Settlement Agreement.

11. This Order and Final Judgment does not settle or compromise any claims by Class Representatives or the Settlement Class against the Defendants or other persons or entities other than

the Released Parties, and all rights against any other Defendant or other person or entity are specifically reserved. The sales of Airfreight Shipping Services to members of the Settlement Class by AA shall remain in these cases against the non-settling Defendants as a basis for damage claims and shall be part of any joint and several liability claims against any non-settling Defendant or other person or entity other than the Released Parties.

12. Neither the Settlement Agreement, nor this Order and Final Judgment, nor any other papers relating to the Settlement Agreement, nor any negotiations, discussions or proceedings in connection herewith shall be:

(a) offered or received against any Released Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any proceeding, or of any alleged liability, negligence, fault, or wrongdoing of the Released Party; or

(b) offered or received against any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party.

13. Without affecting the finality of this Order and Final Judgment, the Court retains exclusive jurisdiction over the Actions and the Settlement Agreement, including the administration, interpretation, consummation, and enforcement of the Settlement Agreement.

14. The escrow account established by the parties, and into which AA has deposited five million dollars (\$5,000,000) as the Settlement Amount, and \$100,000 as the Notice Fund (with additional funds to be added as necessary), plus accrued interest thereon, is approved as a Qualified

Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

15. Pursuant to Fed. R. Civ. P. 54(b), the Court finds that there is no just reason for delay and hereby directs the entry of final judgment of dismissal forthwith as to the Released Parties.

**IT IS SO ORDERED.**

Dated: March 3, 2011  
Brooklyn, NY

s/John Gleeson

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HON. JOHN GLEESON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

IN RE PACKAGED ICE ANTITRUST  
LITIGATION

Case No. 08-MD-01952

Paul D. Borman  
United States District Judge

DIRECT PURCHASERS ACTION

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AMENDED<sup>1</sup> OPINION AND ORDER

- (1) GRANTING DIRECT PURCHASER PLAINTIFFS' MOTION FOR FINAL APPROVAL OF PROPOSED SETTLEMENT WITH DEFENDANT THE HOME CITY ICE COMPANY (DKT. NO. 309);  
(2) GRANTING THE DIRECT PURCHASER PLAINTIFFS' MOTION FOR AUTHORIZATION TO USE A PORTION OF THE HOME CITY SETTLEMENT FUNDS FOR LITIGATION EXPENSES (DKT. NO. 310);  
(3) GRANTING FINAL APPROVAL OF THE SETTLEMENT CLASS; AND  
(4) GRANTING FINAL APPROVAL OF THE SETTLEMENT AGREEMENT WITH DEFENDANT HOME CITY

This matter is before the Court on the Direct Purchaser Plaintiffs' ("Plaintiffs") Motion for Final Approval of Proposed Settlement with Defendant the Home City Ice Company (Dkt. No. 309) and Plaintiffs' Motion for Authorization to Use a Portion of the Home City Ice Company Settlement Funds for Litigation Expenses (Dkt. No. 310).

The Court held a final fairness hearing on February 10, 2011 ("the Fairness Hearing"). After careful consideration of the Plaintiffs' motions and briefs, as well as the comments of counsel for Plaintiffs and Defendant Home City Ice Company ("Home City") at the Fairness Hearing, and noting the absence of any objections to the proposed settlement with Home City, the Court

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<sup>1</sup> The only change in this Amended Order is the attachment of Exhibit A.

GRANTS Plaintiffs' motion for final approval of the settlement with Home City and GRANTS Plaintiffs' motion to use a portion of the settlement funds for litigation expenses.

## **I. BACKGROUND**

The background of this multidistrict antitrust litigation is set forth in great detail in this Court's July 1, 2010 Opinion and Order denying the Reddy Ice and Arctic Glacier Defendants' motions to dismiss (Dkt. No. 260) and in this Court's August 2, 2010 Opinion and Order denying the Reddy Ice and Arctic Glacier Defendants' motion to stay preliminary approval of the Home City Settlement (Dkt. No. 274). In summary, in 2008 the Department of Justice ("DOJ") criminal investigation into the packaged ice industry in the United States surfaced in the media. Thereafter, multiple civil antitrust actions were filed against the Reddy Ice Defendants, the Arctic Glacier Defendants and Defendant Home City. In June, 2008, the civil cases were transferred to this Court pursuant to the committee on multi-district litigation, and consolidated for all pretrial proceedings. The DOJ investigation resulted in guilty pleas by Arctic Glacier International, Inc., Home City Ice and three Arctic Glacier executives to conspiring to allocate territories in Southeastern Michigan. The DOJ has recently concluded its criminal investigation into the packaged ice industry without issuing further criminal indictments.

On June 1, 2009, this Court appointed Kohn, Swift & Graft, P.C. as interim lead counsel and Gurewitz & Raben, PLLC as liaison counsel for the proposed class of antitrust claims filed by Direct Purchasers (primarily gas stations and retail stores). (Dkt. No. 175.) On September 15, 2009, the Plaintiffs filed their Consolidated Amended Class Action Complaint ("CAC"). (Dkt. No. 198.) On October 30, 2009, the Reddy Ice Defendants and the Arctic Glacier Defendants filed motions to dismiss the CAC. (Dkt. Nos. 202, 203.) On July 1, 2010, this Court issued an Opinion and Order

Denying Defendants Reddy Ice and Arctic Glacier's Motions to Dismiss, finding that the CAC stated a plausible claim for relief as to both Reddy Ice and Arctic Glacier under section 1 of the Sherman Antitrust Act. (Dkt. No. 260).

On November 13, 2009, Plaintiffs filed a motion for preliminary approval of a settlement agreement dated October 30, 2009 between Plaintiffs and Defendant Home City ("the Settlement Agreement"). The motion sought preliminary approval of the Settlement Agreement and approval to disseminate notice to the proposed Settlement Class. (Dkt. No. 206.) On November 30, 2009, the Reddy Ice and Arctic Glacier Defendants (the "non-settling Defendants") filed a motion to stay preliminary approval of the proposed Home City Settlement Agreement. (Dkt. No. 211.) The Court denied the motion to stay on August 2, 2010. (Dkt. No. 274.)

On August 26, 2010, the Court held a preliminary fairness hearing on the proposed Home City Settlement Agreement. In an Opinion and Order dated September 2, 2010, the Court preliminarily approved the proposed Settlement Agreement, authorized Plaintiffs to disseminate notice, and set February 10, 2011 as the date for the Final Fairness Hearing on the proposed Settlement Agreement. (Dkt. No. 285.) The Court's September 2, 2010 Order also appointed Kohn, Swift & Graf, P.C. and Gurewitz & Raben, PLLC ("Class Counsel") as Class Counsel for the Settlement Class.

On February 10, 2011, the Court held the final fairness hearing ("the Fairness Hearing") as scheduled and heard argument from Class Counsel and counsel for Home City. Counsel for the Reddy Ice Defendants, Mr. James Nelson, and counsel for the Arctic Glacier Defendants, Mr. Howard Iwrey, were present at the hearing; neither addressed the Court. No objections were filed to the proposed Settlement Agreement and no objectors appeared at the Fairness Hearing. Class

Counsel informed the Court at the Fairness Hearing that Plaintiffs had received 19 requests by potential class members to opt-out. Class Counsel provided the Court at the Fairness Hearing with a list of the opt-out entities. That list is attached to this Order as Exhibit A.

For the reasons that follow, the Court now provides final certification of the Settlement Class that it preliminarily approved in its September 2, 2010 Order (“the Settlement Class”) and provides final approval of the Settlement Agreement, which the Court concludes is fair, reasonable and adequate. Further, the Court approves the request of Class Counsel for authorization to use a portion of the Settlement Funds for ongoing litigation expenses.

## **II. ANALYSIS**

### **A. The Terms of the Settlement Agreement**

The principal terms of the Settlement Agreement are as follows:

(1) The Settlement Amount. The Settlement Agreement provides that Home City will pay \$13.5 million in settlement (“the Settlement Amount”). The Settlement Amount has been wired into the Settlement Fund which has been established as an escrow account pursuant to the terms of the Settlement Agreement. (Settlement Agreement ¶ 19.) Plaintiffs are not at this stage proposing a plan of allocation and distribution of the Settlement Amount if the settlement is approved. (Pls.’ Mot. for Final Approval, 5.) Plaintiffs plan to propose an allocation plan at a future date, which will include the dissemination of additional notice and proof of claim forms to the Settlement Class Members and will require further Court approval. (*Id.*) Although the Notice sent to putative Settlement Class Members did not specify a plan for distribution, the Notice does indicate that Class Members who do not seek to be excluded will receive a second notice setting forth a proposed distribution plan and a claim form.

Class Counsel explained at the Fairness Hearing that the final plan of allocation was not included in the original Notice in part because of the potential for additional settlements with other Defendants which may affect the final plan of allocation. (Transcript of February 10, 2011 Fairness Hearing, Dkt. No. 322, 13.) Class Counsel also explained to the Court at the Fairness Hearing that, although the specifics of a final plan of allocation would be the subject of a formal motion at some future date, the broad outlines of the allocation are “no mystery.” The allocation would likely be based, as in many antitrust cases, on the respective volume of a class member’s purchases compared to the total number of claims submitted. (Fairness Hr’g Tr. 15.) Class Counsel also confirmed that the final plan of allocation, as well as any request for incentive awards for the named Plaintiffs, or for legal fees and expenses for Class Counsel, will be the subject of additional notice to Class Members and additional opportunities for Class Members to object and be heard and further Court approval. (Fairness Hr’g Tr. 15-16.)

(2) Right to Reduce the Settlement Amount. Paragraph 20 of the Settlement Agreement provides that Home City has the right to reduce the Settlement Amount, or to withdraw from the settlement altogether, if certain opt-out thresholds, calculated based upon the total dollar amount of sales of Packaged Ice made by Home City during the class period represented by class members who have timely exercised their right to be excluded from the Settlement Class, have been met. At the time Plaintiffs filed their Motion for Final Approval on January 11, 2011, only 12 (twelve) Class Members had requested exclusion, none had objected and none of the contingencies provided for in Paragraph 20 had occurred. Requests for exclusion were required to be submitted to Class Counsel on or before January 21, 2011. Objections were required to be filed with the Court by January 21, 2011 and none has been filed to date. Plaintiffs were required to provide Home City,

by January 26, 2011, a written list of all potential Settlement Class members who have timely exercised their right to be excluded from the Settlement Class so that the opt-out amounts could be calculated. (Settlement Agreement ¶20.)

At the Fairness Hearing, Class Counsel informed the Court that there have been no objections to the Settlement Agreement and the Plaintiffs have received 19 (nineteen) requests for exclusion from the Settlement Class. Class Counsel has provided the Court and Home City with a list of those 19 potential Class Members who have requested exclusion and represented to the Court that none was significant enough, nor were they collectively sufficient, to trigger any of the reduction provisions of paragraph 20 of the Settlement Agreement. (Fairness Hr'g Tr. 6-7, 15.) The list of those entities that exercised their right to opt-out is attached as Exhibit A to the Court's Final Order and Judgment.

Class Counsel informed the Court at the Fairness Hearing that Plaintiffs received inquiries regarding opt-outs and objections, including inquiries from a professional law firm known for representing major companies as opt-outs and objectors in antitrust cases, but that all those who inquired chose to remain in the class and none objected to the Settlement Agreement. (Fairness Hr'g Tr. 11-12.)

(3) The Settlement Fund. The Fund, into which the Settlement Amount has been paid (except for \$225,000 deposited into a federally insured bank to cover expenses associated with providing notice to the proposed Settlement Class, administering the settlement, or related to taxation matters) has been invested in United States Government Treasury obligations and all interest earned on the Settlement Fund will become and remain a part of the Settlement Fund. (Settlement Agreement ¶¶ 21-22.)

(4) Cooperation. In addition to paying the \$13.5 million into escrow, Home City is obligated under the terms of the Settlement Agreement to cooperate with Plaintiffs and Class Counsel in their continued prosecution of Plaintiffs' claims against the non-settling Defendants. Following the Court's September 2, 2010 Order preliminarily approving the Home City Settlement Agreement, Home City, per the Settlement Agreement, produced certain documents relating to the allegations of the Complaint and arranged a meeting between outside counsel for Home City and Class Counsel. (Settlement Agreement ¶¶ 28, 29.) Upon the Court's final approval of the Settlement Agreement, Home City has agreed to use its best and good faith efforts make present and former officers with knowledge of the alleged anticompetitive conduct available for interviews, depositions or trial testimony. (Settlement Agreement ¶ 30.)

At the Fairness Hearing, Class Counsel informed the Court that Home City's cooperation to date has been beneficial and is moving the case forward. (Fairness Hr'g Tr. 9.) Class Counsel informed the Court that, among other things, Plaintiffs have issued a subpoena to the government with respect to certain specific conversations that Plaintiffs believe were recorded by the government based on information obtained from Home City. (*Id.*)

(5) Releases. Upon the occurrence of the Effective Date of the Settlement Agreement, as defined in paragraph 17 of the Settlement Agreement, the named Plaintiffs and the Settlement Class members (as defined in paragraph 7 of the Settlement Agreement) release all claims (as defined in paragraph 18 of the Settlement Agreement) against Home City (and additional "releasees" as defined in paragraph 6 of the Settlement Agreement). Specifically excluded from the category of "releasees" are the non-settling Defendants, Reddy Ice Holdings, Inc., Arctic Glacier Income Fund, Arctic Glacier, Inc. and Arctic Glacier International, Inc. (Settlement Agreement ¶ 6.)

Specifically excluded from the claims released are any claims made by indirect purchasers of packaged ice as to their indirect purchases, or any product defect or similar claim between the parties relating to packaged ice. (Settlement Agreement ¶ 18.)

(6) Sales by Home City Remain in the Case Against the Non-Settling Defendants. Home City sales amounts will remain in the case as a basis for damage claims and the non-settling Defendants remain jointly and severally liable for damages on those sales. (Settlement Agreement ¶ 32.)

(7) Most Favored Nation Status Granted to Home City. If Plaintiffs enter into any Qualifying Settlement, as defined in paragraph 34(a) of the Settlement Agreement, which is finally approved by the Court, and if the Settlement Ratio, as defined in paragraph 34(b) of the Settlement Agreement, for such settling Defendants is less than the Settlement Ratio paid by Home City under the Settlement Agreement, then Home City shall be entitled to a refund (“the MFN Refund”) sufficient to bring the Home City Settlement Ratio down to an amount equal to the Settlement Ratio for the Qualifying Settlement. (Settlement Agreement ¶ 34(b) and (c).) Any MFN Refund shall be paid solely from the funds recovered in the Qualifying Settlement, not from the amount paid under the Home City Settlement Agreement.

(8) Stipulation to Class Certification. The parties to the Settlement Agreement have stipulated that the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3) have been satisfied and have stipulated to certification of the following Settlement Class, for purposes of settlement with Home City only:

All purchasers of Packaged Ice who purchased Packaged Ice in the United States directly from any of the Defendants or their subsidiaries or affiliates (including all predecessors thereof) at any time during the period from January 1, 2001 to March 6, 2008. Excluded from the Settlement class are governmental entities and

Defendants, including their parents, subsidiaries, predecessors or successors, and Defendants' co-conspirators.

**B. Notice to the Settlement Class Was The Best and Most Practicable Notice Under the Circumstances**

As required by the Court's preliminary order of approval, the Defendants provided to Plaintiffs in electronic format their complete list of customers to whom they had sold packaged ice during the proposed class period and this list was utilized by the mailing house that issued the Class Notice. (Fairness Hr'g Tr. 5.) Plaintiffs, in compliance with the Notice provisions of this Court's September 2, 2010 Preliminary Approval Order, mailed 264,762 notices to these potential Class Members and also published a Summary Notice in the National Edition of the Wall Street Journal ("Notice"). The Notice, Settlement Agreement and a copy of the CAC were also made available at [www.kohnswift.com](http://www.kohnswift.com). (Dkt. No. 316, Notice of Filing Mailing and Published Notice Affidavits in Connection with the Proposed Settlement with the Home City Ice Company.)

The Court finds that the method, form and content of the Notice by mail and publication approved by the Court on September 2, 2010 (Dkt. No. 285, Preliminary Approval Order), mailed to the Class Members by Smith Edwards-Dunlap Printing Company first class U.S. Mail on November 2, 2010 and published in the Wall Street Journal on November 12, 2010, satisfied Rule 23(e)(1) notice requirements. "The contents of a Rule 23(e) notice are sufficient if they inform the class members of the nature of the pending action, the general terms of the settlement, that complete and detailed information is available from the court files, and that any class member may appear and be heard at the hearing." 3 Newberg on Class Actions, § 8.32 (4th ed. 2010). Plaintiffs obtained the names and addresses of potential Class Members from customer lists provided by the Defendants, and the Notice explained the litigation and the terms of the Settlement Agreement in

detail and also provided the Class Members access to the relevant documents, i.e. the Settlement Agreement and the CAC, via the Kohn Swift website. The Notice explained in detail, and highlighted in bold print, the process for requesting exclusion and for filing objections with the Court and also informed Class Members of their right to attend the hearing upon proper notice to the Court. The Court concludes that the Notice was the best notice practicable under the circumstances and was “reasonably calculated, under all the circumstances, to apprise [the Class Members] of the pendency of the action and afford them an opportunity to present their objections.” *UAW v. General Motors Corp.*, 497 F.3d 615, 629 (6th Cir. 2007) (citations omitted).

**C. Certification of the Settlement Class Solely for Purposes of the Home City Settlement is Appropriate**

Certification of a class must satisfy the requirements of Federal Rule of Civil Procedure 23(a) and one of the subsections of Federal Rule of Civil Procedure 23(b). *Int’l Union v. Ford Motor Co.*, No. 06-10331, 2006 WL 1984363, at \* 18 (E.D. Mich. July 13, 2006) (citing *Sprague v. General Motors Corp.*, 133 F.3d 388, 397 (6th Cir. 1998)). For the reasons that follow, the Court approves the following Settlement Class (“the Settlement Class”):

All purchasers of Packaged Ice who purchased Packaged Ice in the United States directly from any of the Defendants or their subsidiaries or affiliates (including all predecessors thereof) at any time during the period from January 1, 2001 to March 6, 2008. Excluded from the Settlement Class are governmental entities and Defendants, including their parents, subsidiaries, predecessors or successors, and Defendants’ co-conspirators.

The Court concludes that the requirements of Fed. R. Civ. P. 23(a) with respect to the Settlement Class have been met:

(1) The numerosity requirement of Rule 23(a)(1) is met because over 260,000 putative Class Members received Notice. *See Ford Motor*, 2006 WL 1984363 at \* 19 (holding that class of over

170,000 satisfied the numerosity requirement);

(2) “The requirement of commonality requires only a common question of law or fact.” *Ford Motor*, 2006 WL 1984363 at \* 19 (citing *Bittinger v. Tecumseh Prods. Co.*, 123 F.3d 877, 884 (6th Cir. 1997)). There exist common questions of law and fact to satisfy Rule 23(a)(2), i.e. whether Defendants conspired to allocate territories and customers and whether their unlawful conduct caused Packaged Ice prices to be higher than they would have been absent such illegal behavior and whether the conduct caused injury to the Class Members;

(3) The claims of the Class Representatives are typical of the Settlement Class in satisfaction of Rule 23(a)(3). “If there is a strong similarity of legal theories, the requirement [of typicality] is met, even if there are factual distinctions among named and absent class members.” *Ford Motor*, 2006 WL 1984363 at \* 19. Because all Class Members’ claims arise from the same course of conduct, i.e. a conspiracy to allocate markets in violation of the Sherman Act, their claims are based on the same legal theory and the typicality requirement, which is not onerous, is met.

(4) The named Plaintiffs will fairly and adequately represent the interests of the Settlement Class Members in satisfaction of Rule 23(a)(4). “The two criteria for determining whether class representatives are adequate are ‘(1) the representatives must have common interests with unnamed members of the class, and (2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel.’” *Ford Motor*, 2006 WL 1984363 at \* 19 (quoting *Senter v. General Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976)). Plaintiffs’ interests are aligned with the Class Members because they all possess the same interests and have suffered the same type of injury and the class is represented by competent and experienced Class Counsel. There is no indication that the named Plaintiffs’ interests are unjustifiably advanced at the expense of unnamed

Class Members or that the named Plaintiffs' interests conflict in any way with those of the Class Members. *Lessard v. Allen Park*, 372 F. Supp. 2d 1007, 1009 (E.D. Mich. 2007) ("In determining fairness, a court should consider whether the interests of counsel and the named plaintiffs are 'unjustifiably advanced at the expense of unnamed class members.'") (quoting *Williams v. Vukovich*, 720 F.2d 909, 921-923 (6th Cir. 1983)). To date, there has been no request for an incentive award for the named Plaintiffs and any such request would be subject to further notice and an opportunity to object by the Class Members.

Finally, the Court concludes that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because for purposes of this Settlement Agreement "questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and . . . a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). "Predominance is a test readily met in certain cases alleging ... violations of the antitrust laws, because proof of the conspiracy is a common question that is thought to predominate over the other issues of the case." *In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 535 (6th Cir. 2008) (quoting *Amchem Prods, Inc. v. Windsor*, 521 U.S. 591, 625 (1997)) (finding that allegations of price fixing and market allocation will not vary among the class members). The allegations of market and customer allocation will not vary among the class members and issues regarding the amount of damages do not destroy predominance. *In re Scrap Metal*, 527 F.3d at 535-536. The evidence that will prove a violation as to one member will be sufficient to prove it as to all - the anticompetitive conduct is not dependent on the separate conduct of the individual Class Members. *Meijer Inc. v 3M*, No. 04-5871, 2006 WL 2382718 at \* 8 (E.D. Pa. Aug. 14, 2006). Class Counsel represents that the superiority requirement is met because

no Class Members have exhibited an interest in individually pursuing separate actions. (Pls. Mot. for Final Approval, 19.)

As the Court noted in its Opinion and Order denying the non-settling Defendants' motion to stay preliminary approval of the Home City Settlement Agreement, the ability of the non-settling Defendants to contest certification of a litigation class will be unimpaired by the certification of a Home City settlement-only class. (Dkt. No. 274, Order Denying Mot. to Stay, 8-9). The Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant other than Home City to contest certification of any other class proposed by Plaintiffs. The Court's findings in this Final Approval Order will have no effect on the Court's ruling on any motion to certify any class in this litigation and 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 such a class.

**D. The Settlement Agreement With Home City is Fair, Reasonable and Adequate**

The Sixth Circuit and courts in this district have recognized that the law favors the settlement of class action lawsuits. *UAW*, 497 F.3d at 631 (noting “the federal policy favoring settlement of class actions”); *IUE-CWA v. General Motors Corp.*, 238 F.R.D. 583, 593 (E.D. Mich. 2006) (noting “the general federal policy favoring the settlement of class actions”). This policy applies with equal force whether the settlement is partial, involving only some of the defendants, or complete. *See In re Beef Ind. Antitrust Litig.*, 607 F.2d 167, 177 (5th Cir. 1979) (finding nothing in the cases or the commentaries to suggest that approval of a pre-certification settlement is dependent upon the settlement being complete as to all parties); *Newby v. Enron Corp.*, 394 F.3d 296 (5th Cir. 2004) (affirming approval of partial settlement where class certified for settlement purposes only).

The evaluation and approval of a class settlement is committed to the sound discretion of the district court and the district court “should approve a class settlement if, following a hearing, the court determines that the settlement ‘is fair, reasonable, and adequate.’” *IUE-CWA*, 238 F.R.D. at 593. “In exercising that discretion, the Court may limit the fairness hearing to whatever is necessary to aid it in reaching an informed, just and reasoned decision” and “the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits.” *Id.* at 594 (internal quotation marks and citations omitted). “Given that class settlements are favored, the role of the district court is limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.* at 594 (internal quotation marks and citations omitted). In evaluating a proposed settlement, the district court judge “must respect the parties’ compromise and may not substitute his or her judgment for that of the litigants and their counsel.” *Id.* (internal quotation marks and citation omitted). “Settlement embodies a bargained give and take between the litigants that is presumptively valid about which the Court should not substitute its judgment for that of the parties.” *Ford*, 2006 WL 1984363 at \* 21 (internal quotation marks and citation omitted). In evaluating the fairness of a proposed settlement, the Court must remain mindful of its primary role as guardian of the interests of the absent class members in its evaluation of the Rule 23 requirements. *Amchem*, 521 U.S. at 620.

The Sixth Circuit has identified a number of factors that are relevant in determining whether a settlement is fair, reasonable and adequate: “(1) the likelihood of success on the merits weighed against the amount and form of relief in the settlement; (2) the complexity, expense and likely duration of the litigation; (3) the opinions of class counsel and class representatives; (4) the amount

of discovery engaged in by the parties; (5) the reaction of absent class members; (6) the risk of fraud or collusion; and (7) the public interest.” *UAW*, 497 F.3d at 631. “The Court may choose to consider only those factors that are relevant to the settlement at hand and may weigh particular factors according to the demands of the case.” *Ford*, 2006 WL 1984363 at \* 22.

Consideration of the factors relevant to the Home City Settlement Agreement leads the Court to conclude that, given the complexity of the litigation, the multitude of factual and legal hurdles which remain in this case which is still at an early stage, the potential for significant cooperation from the settling Defendant in Plaintiffs’ continued prosecution of its claims against the non-settling Defendants and the financial struggles of all of the Defendants, the Settlement Agreement falls within the range of reasonableness, fairness and adequacy required under Fed. R. Civ. P. 23.

**1. The likelihood of Plaintiffs’ success on the merits weighed against the amount and form of relief offered in the settlement supports approval.**

In determining whether the relief offered in a settlement outweighs the plaintiffs’ chances of ultimate success on the merits, the Court “recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs inherent in taking any litigation to completion.” *IUE-CWE*, 238 F.R.D. at 594. The Court “is not to decide whether one side is right or even whether one side has a better of these arguments . . . . The question rather is whether the parties are using settlement to resolve a legitimate legal and factual dispute.” *UAW*, 497 F.3d at 632.

The Court concludes that the Settlement Agreement with Home City seeks to resolve a legitimate legal and factual dispute over the alleged nationwide allocation of markets in the packaged ice industry. Plaintiffs state that they remain optimistic about their ultimate chance of success but acknowledge that there is always a risk that Defendants could prevail with respect certain legal or factual issues. Plaintiffs point out, and the Court notes, that the Department of

Justice has closed its investigation of the Packaged Ice industry and, while certainly not dispositive of Plaintiffs' claims, this is a factor which favors settlement. *See In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008) ("Risks of establishing liability and damages are substantial. . . . [and] the criminal investigation that likely instigated this antitrust litigation was concluded without the issuance of any indictments."); *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 964 (9th Cir. 2009) (finding that district court did not abuse its discretion in considering that "there were no government coattails for the class to ride"). Plaintiffs also note that their case alleges a nationwide conspiracy, while certain Defendants have pled guilty only to antitrust violations in Southeastern Michigan. Plaintiffs also state that the November 15-17, 2010 deposition of Keith Corbin, a retired Arctic Glacier executive who features prominently in the allegations of the CAC, did not change their analysis of their chances of success.

Weighing against these potential weaknesses is the immediate availability of a \$13.5 million cash settlement, which represents approximately 2.5% of the total commerce of Home City throughout all of their territories in the Settlement Class Period. (Fairness Hr'g Tr. 8.) As a percentage of sales allegedly affected by Home City's conduct, the Settlement Amount is on par with other antitrust class action settlements that have been approved by other courts. *See, e.g. In re Labelstock Antitrust Litig.*, 584 F. Supp. 2d at 702 (\$8.25 million settlement equal to 1.5% of settling defendant's sales during the class period); *Meijer*, 2006 WL 2382718 at \* 20 (\$28.9 million settlement represented 2% of settling defendant's sales to class members); *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 627 (E.D. Pa. 2004) (\$34 million and \$92.5 million represented 2.0% and 1.62% of settling defendants' sales); *In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 WL 1068807 (E.D. Pa. May 11, 2004) (\$48 million settlement represented 2% of

sales). Class Counsel also represented at the Fairness Hearing that negotiations of the Settlement Agreement with Home City were vigorous, arm's length and conducted in good faith with counsel on all sides who were well informed, including discussions with Mr. Sanford Litvack, a former head of the antitrust division of the United States Department of Justice. (Fairness Hr'g Tr. 11.)

Also of significant value is the fact that the Settlement Agreement with Home City can serve as an "ice-breaker" settlement and includes the promise of cooperation from Home City which, as discussed above, has already been beneficial to the Plaintiffs in their continued prosecution of their claims against the non-settling Defendants. With the Court's Final Approval Order today, that cooperation enters its next phase, per the terms of the Settlement Agreement, under which Home City will now be obligated to provide actual witnesses and continued document production. (Fairness Hr'g Tr. 9.) *See In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d at 643 (finding that the provision of such cooperation provides "a substantial benefit to the classes and strongly militates toward approval of the Settlement Agreement"); *In re Labelstock Antitrust Litig.*, 584 F. Supp. 2d at 702 ("the benefit of obtaining the cooperation of the Settling Defendants tends to offset the fact that they would be able to withstand a larger judgment.").

"As is true in any case, the proposed Settlement represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution." *Ford*, 2006 WL 1984363 at \* 23 (internal quotation marks and citation omitted). Class Counsel indicated to the Court at the Fairness Hearing that, while still confident in the claims asserted in the CAC, the risk and uncertainty of litigating those claims cannot be understated. Of note, as Class Counsel acknowledged, is the fact that the government has closed its investigation into the packaged ice industry without filing further criminal charges against any of the Defendants. (Fairness Hr'g Tr.

10.) Class Counsel also noted that an important witness from Home City recently passed away and that other witnesses can move away, be lost or meet a similar fate. (Fairness Hr'g Tr. 11.) Also significant in this case are questions surrounding the continued financial health of the Defendants and the specter of possible bankruptcies. (*Id.*) The Court concludes that consideration of this factor weighs in favor of final approval of the Settlement Agreement.

**2. The complexity, expense and likely duration of the litigation favor approval.**

“[T]he prospect of a trial necessarily involves the risk that Plaintiffs would obtain little or no recovery.” *In Re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003). “Experience proves that, no matter how confident trial counsel may be, they cannot predict with 100% accuracy a jury's favorable verdict, particularly in complex antitrust litigation.” *Id.* Although reluctant to disclose their analysis of the risks of litigation because of their pending action against the remaining non-settling Defendants, Plaintiffs concede that an antitrust litigation of this scope has great complexity and undeniable inherent risks, such as whether the class will be certified and upheld on appeal, whether the conspiracy as alleged in the Complaint can be established, whether Plaintiffs will be able to demonstrate class wide antitrust impact and ultimately whether Plaintiffs will be able to prove damages. These risks are wholly eliminated with respect to a recovery from Home City and the Settlement Agreement provides Plaintiffs with a sum certain recovery and cooperation against the non-settling Defendants which could bear substantial fruit.

Plaintiffs also point to the fact that risk of the Settlement Class receiving little or nothing if the litigation continues and trial expenses mount, due to the financial health of all of the Defendants, including Home City, is a significant consideration. Plaintiffs point out that Home City has paid \$22.5 million as a result of the antitrust claims, including the \$13.5 million settlement amount paid

into escrow. This amount does not include the costs of its criminal and civil counsel and any settlements or judgments that might result from the pending litigations. Plaintiffs also note that Arctic Glacier and Reddy Ice face financial hurdles, with high debt and significantly decreased stock prices since the inception of the Packaged Ice investigations and litigation. (Pls.' Mot. for Final Approval, 11 n. 5.)

This factor weighs in favor of final approval, given the real possibility that Plaintiffs could ultimately be left with nothing at all. *Sheick v. Automotive Component Carrier, LLC.*, No. 09-14429, 2010 WL 4136958 at \*18 (E.D. Mich. Oct. 18, 2010) (finding that the potential that a full blown trial might leave plaintiffs with “absolutely nothing” was a significant factor favoring final approval).

### **3. The opinions of class counsel and class representatives.**

The Court appointed Kohn, Swift & Graf, P.C. as Interim Lead counsel and Gurewitz & Raben, PLLC as interim liaison counsel after thorough review of the credentials and abilities which are discussed in greater detail in the Court's June 1, 2009 Opinion and Order Appointing Interim Class Counsel and also appointed both firms as Class Counsel in its Opinion and Order preliminarily approving the Home City Settlement Class. (Dkt. Nos. 175, 285.) Class Counsel's judgment that settlement is in the best interests of the class “is entitled to significant weight, and supports the fairness of the class settlement.” *Sheick*, 2010 WL 4136958 at \* 18 (citation omitted). Class Counsel represents to the Court that they have negotiated this deal with Home City's counsel at arm's length over a number of months. Class Counsel believes that the Settlement Agreement constitutes an excellent result. Class Counsel base their analysis of the fairness of the Settlement Agreement on information provided by Home City counsel, consultation with damage experts, the

guilty pleas by Arctic Glacier and its officers, and the document discovery provided both by Home City and the non-settling Defendants incident to the November, 2010 deposition of Keith Corbin, and the deposition of Mr. Corbin itself.

**4. The amount of discovery conducted to date in the multi-district litigation.**

The Settlement Agreement with Home City comes at an early stage of the multi-district antitrust litigation, in fact before class certification and before the initiation of discovery in earnest. While the parties have proceeded with document discovery, written discovery and depositions were stayed by the Court pending class certification. (Dkt. No. 296, Case Management Order No. 2.) However, as the Court noted in its Opinion and Order preliminarily approving the Home City settlement, “the contours of this litigation are not a mystery and are informed by government investigations, internal corporate investigations that have been made public, state attorney general investigations, the related securities and whistleblower cases and importantly Plaintiffs’ counsels’ discussions with Home City’s counsel in the course of their arms length negotiations.” *In re Packaged Ice Antitrust Litig.*, No. 08-01962, 2010 WL 3070161, at \* 6 (E.D. Mich. Aug. 2, 2010) (citing *Newby v. Enron Corp.*, 394 F.3d 296, 306 (6th Cir. 2004) (“[T]he absence of formal discovery is not an obstacle [to settlement approval] so long as the parties and the Court have adequate information in order to evaluate the relative position of the parties.”)). *See also Sheick*, 2010 WL 4136958 at \* 19 n. 3 (noting that “courts do not require formal discovery so long as the parties have adequate information in order to evaluate the relative positions.”) (quoting *Newby*, 394 F.3d at 306 (“Formal discovery [is not] a necessary ticket to the bargaining table”)). Moreover, Plaintiffs have now had the opportunity to depose Keith Corbin, an alleged major player in the market allocation scheme, and to examine documents that were produced in advance of Mr. Corbin’s

deposition. Class Counsel represents that their evaluation of the reasonableness of the Settlement Agreement with Home City has not changed as a result of that deposition.

Class Counsel has been provided information by Home City's attorneys in the process of negotiations and in consultation with outside experts that have led Class Counsel to the conclusion that this settlement is in the best interests of the Settlement Class. Particularly where, as here, there is the potential for a significant benefit to the Settlement Class in the form of cooperation on the part of the settling Defendant, the absence of extensive discovery does not weigh against final approval of the Settlement Agreement.

**5. The reaction of absent Class Members.**

A distribution plan for the \$13.5 million settlement amount has not been finalized but Class Counsel anticipate that the Settlement Funds will be distributed among the Settlement Class Members pro-rata, based on the dollar amount of their purchases of Packaged Ice during the Settlement Class Period. The reaction of the Settlement Class members weighs in favor of final approval. Only 19 (nineteen) of the 264,762 Settlement Class Members who were sent notice have requested exclusion and none of the Settlement Class Members has filed an objection. According to Class Counsel, the opt-out percentage is minuscule. (Pls.' Mot. for Final Approval, 13.) "[U]nanimous approval of the proposed settlement [] by the class members is entitled to nearly dispositive weight in the court's evaluation of the proposed settlement." *Linerboard*, 321 F. Supp. 2d at 629.

The Court recognizes that in certain circumstances, the absence of objections can speak more to the lack of sophistication of the class members than to the fairness of the settlement. However, Class Counsel informed the Court at the Fairness Hearing that while the Settlement Class includes

a number of smaller entities, it also includes a number of fairly large entities (some “Fortune 100, 50 and 20” companies -- including large retail chains, large energy companies) all of whom opted to remain in the Settlement Class and did not object to the Settlement Agreement. (Fairness Hr’g Tr. 7-8.)

**6. The risk of fraud or collusion.**

“Courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered.” *Ford*, 2006 WL 1984363 at \* 26. There is no evidence or even an allegation in this case of any collusion between Class Counsel on the one hand and the Graydon Head law firm or any of the parties to the negotiations and all are presumed to have acted in good faith. This factor weighs in favor of final approval.

**7. The public interest.**

“[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *In re Cardizem*, 219 F.R.D. at 530. There do not appear to the Court to be any countervailing public interests that would suggest that the Court should disapprove the Settlement Agreement and significantly no one has come forward to suggest one to the Court. This factor weighs in favor of final approval.

**E. The Court Authorizes the Expenditure of Up To \$750,000 of the Settlement Fund for Costs and Expenses Reasonably Incurred in Continued Prosecution of this Litigation**

As set forth in their Motion for Preliminary Approval of the Home City Settlement, and as explained in the Notice to Class Members, Plaintiffs have moved the Court to authorize Class Counsel to utilize up to \$750,000 of the Settlement Fund to pay expenses incurred in the litigation

going forward. (Dkt. No. 310.) The Settlement Agreement provides that Class Counsel intends to seek an order from the Court permitting the expenditure of up to \$750,000 from the Settlement Fund for costs and expenses incurred in prosecuting the claims against the remaining non-settling Defendants. (Settlement Agreement ¶ 26.) Significantly, it appears that none of the Class Members has objected to this, or any other, provision of the Settlement Agreement. Such requests are not unusual, as evidenced by a number of cases collected by Plaintiffs in their motion for approval of the use of Settlement Funds. (Dkt. No. 310.) See *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d at 643 (noting that a partial settlement “provides class plaintiffs with an immediate financial recovery that ensures funding to pursue the litigation against the non-settling defendants”); *In re Corrugated Container Antitrust Litig.*, 556 F. Supp. 1117, 1146 (S.D. Tex. 1982) (“the non-refundable amount of \$187,500 made available to plaintiffs by this settlement provided a substantial sum to help defray plaintiffs’ expenses at a time when their trial preparation costs were mounting rapidly”); *In re M.D.C. Holdings Sec. Litig.*, No. CV89-0090, 1990 WL 454747 at \* 10 n. 10 (S.D. Cal. Aug. 30, 1990) (noting that the establishment in the stipulated settlement of a \$1 million fund to pay expenses likely to be incurred in prosecuting the action against the non-settling defendants insures adequate funding “for the vigorous prosecution of the case for the class” and is “of obvious benefit to the class”); *Newby*, 394 F.3d at 302-303 (affirming an order providing for establishment of a \$15 million litigation expense fund from the proceeds of a partial settlement); *In re Brand Name Prescription Drugs Antitrust Litig.*, No. 94 cv 897, MDL 997 (N.D. Ill. Feb. 18, 1998) (authorizing disbursement of \$6 million from settlement funds to pay anticipated trial preparation expenses of class counsel) (Pls.’ Mot. for Funds, Ex. 3); *In re WorldCom, Inc. Sec. Litig.*, No. 02-CIV-3288, 2004 WL 2591402, at \* 22 (S.D.N.Y. Nov. 12, 2004) (authorizing a \$5 million fund for continuation of the

litigation against non-settling defendants); *In re Microcrystalline Cellulose Antitrust Litig.*, No. 01-cv-111, MDL No. 1402 (E.D. Pa. June 15, 2005) (granting class counsel's request to use up to \$2.5 million of a settlement fund to pay litigation expenses against remaining defendant) (Pls.' Mot. for Funds, Ex. 4); *In re Plastics Additives Antitrust Litig.*, No. 03-cv-2038 (E.D. Pa. Feb. 17, 2006) (permitting lead counsel to withdraw \$750,000 of the settlement proceeds for use in paying litigation expenses incurred in further prosecution of the class action) (Pls.' Mot. for Funds, Ex. 5); *High Fructose Corn Syrup Antitrust Litig.*, No. 95-1477, MDL No. 1087 (C.D. Ill. Feb. 15, 1997) (authorizing class counsel to use \$500,000 of settlement proceeds for payment of future litigation expenses on behalf of the class) (Pls.' Mot. for Funds, Ex. 6); *In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426 (E.D. Pa. Oct. 13, 2004) (ordering that \$1 million be set aside for payment of expenses incurred in continued prosecution of the claims and administrative expenses of the settlement fund) (Pls.' Mot. for Funds, Ex. 7); *In re Graphite Electrodes Antitrust Litig.*, No. 97-cv-4182 (E.D. Pa. Nov. 20, 2002) (permitting class counsel to use \$450,000 from proceeds of partial settlement for future pretrial and trial expenses) (Pls.' Mot. for Funds, Ex. 8).

In addition to the above-cited authorities, the Court notes that there has been no opposition to the request to utilize a portion of the Settlement Funds for ongoing litigation expenses by any party to the litigation or by any Settlement Class Member. Thus, the facts of this case – that the two non-settling Defendants will continue to be in litigation – provides particular support for this request.

The Court, therefore, will authorize Plaintiffs' request for authorization to use up to \$750,000 of the \$13.5 million Settlement Amount to pay the reasonable expenses incurred in continued prosecution of this action against the non-settling Defendants. The Court imposes on Class Counsel

the obligation to submit to the Court *in camera* every 90 (ninety) days, beginning on the date that Class Counsel establishes a separate escrow account for these funds, an accounting of Settlement Funds withdrawn and expenses incurred, including a detailed explanation of the utilization of the funds withdrawn.

### **III. CONCLUSION**

For the foregoing reasons, the Court concludes that the Settlement Class meets the certification requirements of Federal Rule of Civil Procedure 23 and the Court finally certifies the Settlement Class for purposes of the Home City Settlement only. The Court also concludes that the Settlement Agreement is fair, adequate and reasonable and finally approves the terms of the Settlement Agreement. The Court therefore **GRANTS** Plaintiffs' Motion for Final Approval of Proposed Settlement With Defendant the Home City Ice Company. (Dkt. No. 309.)

The Court further **GRANTS** Plaintiffs' Motion for Authorization to Use a Portion of the Home City Ice Company as Settlement Funds for Litigation Expenses and authorizes Plaintiffs to utilize up to \$750,000 of the Settlement Funds for this purpose. (Dkt. No. 310.) This authorization of funds is subject to periodic reporting by Class Counsel to the Court *in camera*, beginning on the date that an escrow account for this purpose is created, and continuing every 90 (ninety) days thereafter, of the funds so utilized.

The Court's Final Order and Judgment follow.

#### **Rule 54(b) Final Order and Judgment as to The Home City Ice Company**

The Court, having considered Plaintiffs' Motion for Final Approval of Class Action Settlement with Defendant the Home City Ice Company ("Home City") and having held a final Fairness Hearing on February 10, 2011, and for the reasons stated more fully in the preceding

Opinion and Order, IT IS ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action, which Plaintiffs bring under section 1 of the Sherman Act, 15 U.S.C. § 1, pursuant to 15 U.S.C. §§ 15 and 26 and 28 U.S.C. §§ 1331 and 1337.

2. Terms used in this Final Order and Judgment that are defined in the Settlement Agreement between the Plaintiffs and the Settlement Class on the one hand and Home City on the other dated October 30, 2009, unless otherwise defined herein, have the same meanings in this Final Order and Judgment as in the Settlement Agreement.

3. The Court finds, as more thoroughly discussed in the preceding Opinion, that the Settlement Agreement was attained following an extensive investigation of the facts and assessment of damages. It resulted from vigorous arm's-length negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions.

4. The Court finds, as more thoroughly discussed in the preceding Opinion, that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Settlement Class certified in this Final Order and Judgment. The Notice advised the proposed Settlement Class Members of the pendency of this action and the proposed Settlement Agreement with Home City. The Notice provided was the best notice practicable under the circumstances and included individual notice by first class mail to all members of the Settlement Class who could be identified through reasonable effort as well as notice published in the national edition of the Wall Street Journal and on the Internet. The Notice fully complied in all respects with the requirements of Federal Rule of Civil Procedure 23.

5. The Court finds that notice of the Settlement Agreement was properly provided to

all persons entitled to receive such notice, including the federal and state attorneys general, in full compliance with the Class Action Fairness Act.

6. The Court certifies the following Settlement Class (the “Settlement Class”):

All purchasers of Packaged Ice who purchased Packaged Ice in the United States directly from any of the Defendants or their subsidiaries or affiliates (including all predecessors thereof) at any time during the period from January 1, 2001 to March 6, 2008. Excluded from the Settlement Class are governmental entities and Defendants, including their parents, subsidiaries, predecessors or successors, and Defendants’ co-conspirators.

7. The Court finds, as discussed more thoroughly in the preceding Opinion, that certification of the Settlement Class is appropriate because:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, satisfying the requirement of Rule 23(a)(1);
- b. There are questions of law or fact common to the Settlement Class, satisfying the requirement of Rule 23(a)(2);
- c. Alvin’s Enterprises, Inc. d/b/a Party King, Suzie’s Investments, Inc. d/b/a Checker Drugs and Food, Arkansas Garden Center West, LLC, Arkansas Garden Center North, LLC, Chi-Mar Enterprises, Inc., Kingsway Enterprises, Polly’s Food Service, Inc., Kenco, Inc. and Thomas Beverages Co., Inc. d/b/a Thomas Liquors (“Plaintiffs”) are appointed Class Representatives for the Settlement Class. Plaintiffs’ claims are typical of the claims of the Settlement Class, satisfying the requirement of Rule 23(a)(3);
- d. The Plaintiffs will fairly and adequately protect the interests of the Settlement Class, satisfying the requirements of Rule 23(a)(4);
- e. For purposes of settlement only, questions of law or fact common to the members of the Settlement Class predominate over questions affecting only individual members and a class action is superior to other methods available for the fair and efficient adjudication of the controversy, satisfying the

requirements of Rule 23(b)(3).

8. The Court's certification of the Settlement Class as provided herein is without prejudice to, or waiver of, the rights of any Defendant other than Home City to contest certification of any other class proposed by Plaintiffs. The Court's findings in this Final Order and Judgment shall have no effect on the Court's ruling on any motion to certify any class in this litigation and 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 such class.

9. The court finds that the persons and entities on the schedule attached hereto as Exhibit "A," and no others, have timely requested to be excluded from the Settlement Class and accordingly are not included in or bound by the Final Judgment being entered pursuant to this Order.

10. The Court finds, as more thoroughly discussed in the preceding Opinion, that the Settlement Agreement is fair, reasonable and adequate and the Settlement Agreement with Home City is hereby approved pursuant to Federal Rule of Civil Procedure 23(e).

11. All Released Claims (as defined in the Settlement Agreement) of Plaintiffs and the Settlement Class that were asserted against Home City and the other Releasees (as defined in the Settlement Agreement) in the Consolidated Amended Class Action Complaint are dismissed with prejudice, and, except as provided for in the Settlement Agreement, without costs.

12. Upon the occurrence of the Effective Date of the Settlement Agreement, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, damages, liabilities of any nature, including costs, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise in nature, that Releasers, or any one of them, ever had, now has, or hereafter can, shall or may have directly,

representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, in law or equity, on account of or arising out of or resulting from the purchase of Packaged Ice in the United States during the Class Period or from conduct that occurred prior to the Effective Date of this Settlement Agreement concerning the sale of Packaged Ice in the United States, based in whole or in part on the facts, occurrences, transactions, or other matters alleged in the Consolidated Amended Class Action Complaint filed in this Action (including any allegations of collusion among Defendants and/or any other manufacturers of Packaged Ice in the United States relating to the sale of Packaged Ice in the United States), and which arise under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.* (the “Released Claims”); provided, however, that nothing herein shall release any claims made by indirect purchasers of Packaged Ice as to their indirect purchases, or any product defect or similar claim between the parties relating to Packaged Ice.

13. Each member of the Settlement Class shall not, after the Effective Date of the Settlement Agreement, seek to institute, maintain, prosecute or continue or prosecute any suit or action, or collect from or proceed against the Releasees based on the Released Claims.

14. Home City shall have no obligation for attorneys’ fees, costs or expenses, including, but not limited to, expenses of administering and distributing the Settlement fund, which expenses are to be paid out of the Settlement Fund subject to further order of this Court.

15. This Final Order and Judgment does not settle or compromise any claims by Plaintiffs or the Settlement Class against any other Defendant or person or entity other than the Releasees, and

all rights against any other Defendant or other person or entity are specifically reserved. The sales of packaged ice to members of the Settlement Class by Home City shall remain in this action and shall be part of any joint and several liability against any non-settling Defendant or other person or entity other than the Releasees.

16. Nothing in this Final Order and Judgment or the Settlement Agreement and no aspect of the Settlement Agreement or negotiation thereof is or shall be deemed or construed to be an admission or concession of any violation of any statute or law or of any liability or wrongdoing by Home City or of the truth of any of the claims or allegations in any of the complaints in the Action or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, other than to enforce the terms of this Final Order and Judgment, or the Settlement Agreement.

17. The Court further finds that the escrow account described in the Settlement Agreement is a qualified settlement fund (“QSF”) pursuant to the Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

18. The Court authorizes Class Counsel to create a separate escrow account, to which up to \$750,000 of the Settlement Funds may be transferred to pay expenses reasonably incurred in the continued prosecution of this litigation. Class Counsel shall inform the Court when such an account has been established and shall submit to the Court *in camera* periodic reports (every 90 (ninety) days beginning on the day on which the account is established) disclosing the amount of any funds transferred to the account and detailing the expenses paid with the funds transferred.

19. Without affecting the finality of this Final Order and Judgment, the Court retains jurisdiction for the purposes of, among other things, implementing and enforcing the Settlement

Agreement, entering any Orders or conducting any hearings in connection with any final plan of distribution or claims submission process, overseeing and receiving periodic reporting on the utilization of Settlement Funds by Class Counsel for expenses reasonably incurred in the prosecution of this litigation as authorized in this Final Order and Judgment and any other matters that may arise in connection with the effectuation of the Settlement Agreement.

20. The court expressly finds, pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay, and expressly directs entry of Final Judgment as to Home City.

IT IS SO ORDERED.

S/Paul D. Borman  
PAUL D. BORMAN  
UNITED STATES DISTRICT JUDGE

Dated: February 22, 2011

CERTIFICATE OF SERVICE

Copies of this Order were served on the attorneys of record by electronic means or U.S. Mail on February 22, 2011.

S/Denise Goodine  
Case Manager

EXHIBIT A

RD Supermarket

Blue River Inn

Ice House Inc.

Midwest Laboratories, Inc.

American Business Women's Association

Veronica Gibbons

Midlake Trading Posts

The Harbor Club at Teet's Landing

Margaret Rowley

Aldo's Deli and Supermarket

Carniceria El Tio, LLC

LLB Liquors, Inc.

Koch Engineering Company, Inc.

Koch-Glitsch, Inc.

KGI, Inc.

KG Holding, LLC

F.A. Sims Oil Co.

Conocco Phillips

Sunshine Acres Family Farm

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8 *Interim Co-Lead Counsel for the Direct Purchaser Plaintiffs*

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION  
12

13 IN RE TFT-LCD (FLAT PANEL)  
14 ANTITRUST LITIGATION

Case No. M07-1827 SI

MDL No. 1827

15  
16 This Document Relates To:  
17 ALL DIRECT PURCHASER CLASS  
18 ACTIONS

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT AND  
ENTERING FINAL JUDGMENT OF  
DISMISSAL WITH PREJUDICE AS TO  
DEFENDANT CHUNGHWA PICTURE  
TUBES, LTD.**

19 Date: February 17, 2011  
20 Time: 4:00 p.m.  
Courtroom: 10, 19th Floor

21 The Honorable Susan Illston  
22

1 This matter has come before the Court to determine whether there is any cause why this  
2 Court should not approve the settlement with defendant Chunghwa Picture Tubes, Ltd.  
3 (“Chunghwa”) set forth in the Settlement Agreement (“Agreement”), dated February 12, 2009,  
4 relating to the above-captioned litigation. The Court, after carefully considering all papers filed  
5 and proceedings held herein and otherwise being fully informed in the premises, has determined  
6 (1) that the settlement should be approved, and (2) that there is no just reason for delay of the  
7 entry of this final judgment approving the Agreement. Accordingly, the Court directs entry of  
8 Judgment which shall constitute a final adjudication of this case on the merits as to the parties to  
9 the Agreement. Good cause appearing therefore, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions  
12 within this litigation and over the parties to the Agreement, including all members of the Class  
13 and Chunghwa.

14 2. The definitions of terms set forth in the Agreement are incorporated hereby as  
15 though fully set forth in this Judgment.

16 3. The Court hereby finally approves and confirms the settlement set forth in the  
17 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the  
18 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously  
20 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,  
21 Warsaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,  
22 fairly and competently represent the interests of the Class.

23 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs’  
24 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion  
25 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by  
26 this Final Judgment. Such persons/entities are not entitled to any recovery for the settlement  
27 proceeds obtained through this settlement.  
28

1           6.     The Court hereby dismisses on the merits and with prejudice the individual and  
2 class claims asserted against Chunghwa, with Plaintiffs and Chunghwa to bear their own costs  
3 and attorneys' fees except as provided herein.

4           7.     All persons and entities who are Releasing Persons are hereby barred and enjoined  
5 from commencing, prosecuting, or continuing, either directly or indirectly, against the Released  
6 Persons, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which  
7 they had, have, or in the future may have, arising out of or related to any of the Settled Claims as  
8 defined in the Agreement.

9           8.     The Released Persons are hereby and forever released and discharged with respect  
10 to any and all claims or causes of action which the Releasing Persons had or have arising out of or  
11 related to any of the Settled Claims as defined in the Agreement.

12          9.     The notice given to the Class of the settlement set forth in the Agreement and the  
13 other matters set forth herein was the best notice practicable under the circumstances, including  
14 individual notice to all members of the Class who could be identified through reasonable efforts.  
15 Said notice provided due and adequate notice of those proceedings and of the matters set forth  
16 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to  
17 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the  
18 Federal Rules of Civil Procedure and the requirements of due process.

19          10.    No class members have objected to the settlement.

20          11.    Without affecting the finality of this Judgment in any way, this Court hereby  
21 retains continuing jurisdiction over: (a) implementation of this settlement and any distribution to  
22 class members pursuant to further orders of this Court; (b) disposition of the Settlement Fund  
23 (c) hearing and determining applications by the Class Representatives for representative plaintiff  
24 incentive awards, attorneys' fees, costs, expenses, including expert fees and costs, and interest;  
25 (d) Chunghwa until the final judgment contemplated hereby has become effective and each and  
26 every act agreed to be performed by the parties all have been performed pursuant to the  
27 Agreement; (e) hearing and ruling on any matters relating to the plan of allocation of settlement  
28 proceeds; and (f) all parties and Releasing Persons for the purpose of enforcing and administering

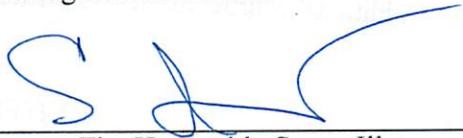
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the Agreement and Exhibits thereto and the mutual releases and other documents contemplated by, or executed in connection with the Agreement.

12. In the event that the settlement does not become effective in accordance with the terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void and the parities shall be returned to their respective positions *ex ante*.

13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that this Final Judgment should be entered and further finds that there is no just reason for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

Dated: 2/17/11

  
\_\_\_\_\_  
The Honorable Susan Illston  
United States District Judge



2. Terms capitalized in this Order have the same meanings as those used in the Settlement Agreement.

3. The preliminary approval order outlined the form and manner by which plaintiffs were to provide the Class with notice of the settlement, the fairness hearing, and related matters. The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as the publication of a summary notice in *Chemical Week*. Proof that the mailing and publication conformed with the preliminary approval order has been filed with the court (docs. #389 & #397). The court finds that this notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process, providing to the Class the best notice practicable under the circumstances.

4. The court hereby grants final approval of the settlement on the basis that the settlement is fair, reasonable, and adequate to the Settlement Class. *See* Fed. R. Civ. P. 23(e). The settlement amount is substantial; the settlement includes meaningful cooperation provisions with significant value to the case; and Bayer's sales remain in the case. In reaching this conclusion, the court is satisfied that the settlement was fairly and honestly negotiated inasmuch as it was the result of vigorous arm's length negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions, and that serious questions of law and fact exist such that the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation. The court gives weight to the parties' judgment that the settlement is fair and reasonable, as well as to the Class's reaction to the settlement.

5. The persons identified on Exhibit 1 have timely and validly requested exclusion from the Settlement Class. Therefore, they are excluded. Those persons are not included in or bound by this Order and may individually pursue claims (if any) against the Bayer defendants. Those persons are not entitled to any recovery from the settlement proceeds obtained through this settlement. This Order, however, in no way affects their right to participate in any recovery obtained from any other defendant.

6. All Released Claims are hereby dismissed with prejudice and without costs as to the Releasees. The Releasers are barred from instituting or prosecuting, in any capacity, an action or proceeding that asserts a Released Claim against any Releasee. This dismissal applies only in favor of the Bayer defendants and the other Releasees. It is made without prejudice to any claims the members of the Settlement Class may have against any other Defendant.

7. The escrow account established by the parties, into which the Bayer defendants already deposited the \$55,300,000 Settlement Fund, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

8. This Order does not settle or compromise any claims by plaintiffs or the Settlement Class against the defendants or other persons or entities other than the Releasees, and all rights against any other defendant or other person or entity are specifically reserved. The Bayer defendants' sales of the Products shall remain in the case against the Non-Settling Defendants as a basis for damage claims and shall be part of any joint and several liability claims against any Non-Settling Defendant or other person or entity other than the Releasees.

9. Neither the Settlement Agreement, nor any act performed or document executed pursuant to the Settlement Agreement, may be deemed or used as an admission of wrongdoing in any civil, criminal, or administrative proceeding.

10. Without affecting the finality of this Order, the Court retains exclusive jurisdiction over: (a) the enforcement of this Order; (b) the litigation between the plaintiffs and the Non-Settling Defendants; (c) the enforcement of the Settlement Agreement; and (d) the distribution of the Settlement Fund.

11. Pursuant to Federal Rule of Civil Procedure 54(b), the Court finds that there is no just reason for delay and hereby directs that the Bayer defendants, Rhein Chemie Corporation, and Rhein Chemie Rheinau GmbH be dismissed with prejudice from this set of consolidated cases in this MDL proceeding.

**IT IS SO ORDERED** this 30<sup>th</sup> day of August, 2006.

s/ John W. Lungstrum  
Hon. John W. Lungstrum  
United States District Judge

# **EXHIBIT 1**

**Amended Request for Exclusion Listing**

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

Page 1 of 9

Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
1	5/15/06		SUPERIOR FOAM INC PO BOX 203 BAYOU LA BATRE, AL 36509	claimant id 6828			0
Msg Codes:							
2	5/15/06		SUPERIOR FOAM INC 13851 SHELL BELT ROAD BAYOU LA BATRE, AL 36509	claimant id 3413			0
Msg Codes:							
3	6/13/06		HICKORY SPRINGS MANUFACTURING CO 235 2ND AVENUE NW PO BOX 128 HICKORY, NC 28603-0128		(828) 328-2201		0
Msg Codes:							
4	6/13/06		MASONITE CORPORATION ONE NORTH DALE MABRY HWY SUITE 950 TAMPA, FL 33609		(813) 877-2726	(813) 879-6306	0
Msg Codes:							
5	6/13/06		SHERWIN-WILLIAMS COMPANY 101 PROSPECT AVENUE NW CLEVELAND, OH 44115-1075		(216) 566-2000	(216) 515-4400	0
Msg Codes:							
6	6/13/06		SKYPARK MANUFACTURING LLC F/K/A BURTON URETHANE CORPORATION 2400 S GARNSEY STREET SANTA ANA, CA 92707				0
Msg Codes:							
7	6/13/06		EFTEC NORTH AMERICA LLC 2701 BELLINGHAM DRIVE SUITE 100 TROY, MI 48083				0
Msg Codes:							
8	6/13/06		CARPENTER COMPANY 5016 MONUMENT AVENUE PO BOX 27205 RICHMOND, VA 23261		(804) 359-0800		0
Msg Codes:							

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
9	6/13/06		AKZO NOBEL INC 7 LIVINGSTONE AVENUE DOBBS FERRY, NY 10522-3408		(914) 674-3000		0
<u>Msg Codes:</u>							
10	6/13/06		FOAM SUPPLIES INC 4387 NORTH RIDER TRAIL EARTH CITY, MO 63045-1103		(314) 344-3330	(314) 344-3331	0
<u>Msg Codes:</u>							
11	6/13/06		RESOLUTION HOLDINGS COMPANY LLC 3221 BANFP #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							
12	6/13/06		POTLATCH CORPORATION 601 WEST RIVERSIDE AVENUE SUITE 1100 SPOKANE, WA 99201		(509) 835-1500	(509) 835-1555	0
<u>Msg Codes:</u>							
13	6/13/06		3M COMPANY 3M CENTER SAINT PAUL, MN 55144				0
<u>Msg Codes:</u>							
14	6/13/06		BRIDGESTONE AMERICAS HOLDINGS INC 535 MARRIOTT DRIVE NASHVILLE, TN 37214		(202) 624-2500	(202) 628-5116	0
<u>Msg Codes:</u>							
15	6/13/06		LEGGETT & FLATT, INC PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							
16	6/13/06		VITAFOAM INC 4100 PLESANT GARDEN ROAD MOONACHIE, NJ 07074				0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

Page 3 of 9

Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
17	6/9/06		WEYERHAEUSER PO BOX 9777 FEDERAL WAY, WA 98063-9777		(253) 924-3539	(253) 928-2384	0
<u>Msg Codes:</u>							
18	6/9/06		LOUISIANA-PACIFIC CORPORATION 414 UNION STREET SUITE 2000 NASHVILLE, TN 37219-1711		(615) 986-5600	(615) 986-5666	0
<u>Msg Codes:</u>							
19	6/12/06		HUNTER PANELS LLC 15 FRANKLIN STREET PORTLAND, ME 04101		(207) 761-5678	(207) 775-1769	0
<u>Msg Codes:</u>							
20	6/12/06		AUTOMOTIVE MANUFACTURING LLC PO BOX 148 SUNFIELD, MI 48890		(517) 566-8174	(517) 566-7241	0
<u>Msg Codes:</u>							
21	6/12/06		JM HUBER CORPORATION 10925 DAVID TAYLOR DRIVE #300 CHARLOTTE, NC 28262		(704) 548-2666		0
<u>Msg Codes:</u>							
22	6/12/06		FLEXIBLE FOAM PRODUCTS, INC 220 S ELIZABETH STREET SPENCERVILLE, OH 45887				0
<u>Msg Codes:</u>							
23	6/12/06		EI DUPONT DE NEMOURS & COMPANY 1007 MARKET ST WILMINGTON, DE 19898				0
<u>Msg Codes:</u>							
24	6/14/06		VALSPAR CORP 1101 SOUTH THIRD STREET PO BOX 1461 MINNEAPOLIS, MN 55415		(612) 375-7903	(612) 375-7313	0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

PROJECT: Urethane - Database: urth

Report Criteria: None

06/29/2006 10:41 AM

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Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
25	6/14/06		FLINT HILLS RESOURCES, LP 4111 EAST 37TH ST WICHITA, KS 67220				0
<u>Msg Codes:</u>							
26	6/14/06		NOVEON, INC 9911 BRECKSVILLE ROAD BRECKSVILLE, OH 44141-3247				0
<u>Msg Codes:</u>							
27	6/14/06		URETHANE CONTRACTORS SUPPLY CO, INC 2410 104TH ST, CT S SUITE D LAKEWOOD, WA 98499				0
<u>Msg Codes:</u>							
28	6/13/06		HICKORY SPRINGS OF CALIFORNIA INC 235 2ND AVENUE NW HICKORY, NC 28601				0
<u>Msg Codes:</u>							
29	6/13/06		CARPET CUSHION COMPANY INC 235 2ND AVE NW HICKORY, NC 28601				0
<u>Msg Codes:</u>							
30	6/13/06		EASTERN FOAM PRODUCTS, INC 509 EAST CIDER STREET LIVINGSTON, TN 38570				0
<u>Msg Codes:</u>							
31	6/13/06		PRIMEBOARD 2441 15TH STREET WAHPETON, ND 58075				0
<u>Msg Codes:</u>							
32	6/13/06		SHERWIN WILLIAMS AUTOMOTIVE FINISHES CO 101 PROSPECT AVENUE NW CLEVELAND, OH 44115		(216) 566-2000	(216) 515-4400	0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id:
33	6/13/06		GENERAL POLYMERS CORPORATION 101 PROSPECT AVENUE NW CLEVELAND, OH 44115		(216) 566-2000	(216) 513-4400	0
<u>Msg Codes:</u>							
34	6/13/06		HB FULLER COMPANY 1200 WILLOW LAKE BOULEVARD SAINT PAUL, MN 55110-5101				0
<u>Msg Codes:</u>							
35	6/13/06		ER CARPENTER LP 5016 MONUMENT AVENUE RICHMOND, VA 23230-3620				0
<u>Msg Codes:</u>							
36	6/13/06		PAYNE MATERIALS AND SUPPLY CO, LLC 3221 BANFF #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							
37	6/13/06		PAYNE HOLDINGS COMPANY INC 3221 BANFF #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							
38	6/13/06		PAYNE MACHINE WORKS LLC 3221 BANFF #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							
39	6/13/06		DITCHLINE LLC 3221 BANFF #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							
40	6/13/06		PAYNE CANAL LINING TECHNOLOGIES LLC 3221 BANFF #2 BILLINGS, MT 59102		(406) 245-8849		0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav (406) 245-8849	Ph Fax	Load Id:
41	6/13/06		CANAL LINING SYSTEMS LLC 3221 BANFF #2 BILLINGS, MT 59102				0
<u>Msg Codes:</u>							
42	6/13/06		POTLATCH FOREST PRODUCTS CORPORATION 601 RIVERSIDE AVENUE SUITE 1100 SPOKANE, WA 99201		(509) 835-1500	(509) 835-1555	0
<u>Msg Codes:</u>							
43	6/13/06		JM FRANCE SAS BOULEVARD DE L'OISE FRANCE CERGY PONTOISE CEDEX, 95029				0
<u>Msg Codes:</u>							
44	6/13/06		JM POLAND SPOKLA Z.O.O. AL. KATOWICKA 117 KAJETANY K WARSZAWY - POLAND NADARYZYN, 05830				0
<u>Msg Codes:</u>							
45	6/13/06		3M DO BRASIL LIMITADA VIA ANHANGUERA KM 110 SAN PAULO, 13181				0
<u>Msg Codes:</u>							
46	6/13/06		SUMITOMO - 3M LIMITED 33-1 TAMAGAWADAI 2-CHOME JAPAN SETAGAYA-KU, 158-8853				0
<u>Msg Codes:</u>							
47	6/13/06		3M HEALTHCARE LIMITED 33-1 TAMAGAWADAI 2-CHOME JAPAN SETAGAYA-KU, 158-8583				0
<u>Msg Codes:</u>							
48	6/13/06		LEGGETT & PLATT COMPONENTS COMPANY, INC PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

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PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
49	6/13/06		LEAVING TAOS INC PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							
50	6/13/06		LEGGETT PARTNERS LP PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							
51	6/13/06		CREST-FOAM CORP PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							
52	6/13/06		L & P FINANCIAL SERVICES CO PO BOX 757 1 LEGGETT ROAD CARTHAGE, MO 64836-0757				0
<u>Msg Codes:</u>							
53	6/13/06		CREST FOAM INDUSTRIES INC 100 CAROL PLACE MOONACHIE, NJ 07074				0
<u>Msg Codes:</u>							
54	6/13/06		VITA INDUSTRIAL INCORPORATED 2003 AMNICOLA HIGHWAY CHATTANOOGA, TN 37406				0
<u>Msg Codes:</u>							
55	6/12/06		NU FOAM PRODUCTS INC 220 S ELIZABETH ST SPENCERVILLE, OH 45887				0
<u>Msg Codes:</u>							
56	6/14/06		VALSPAR SOURCING, INC 1101 SOUTH THIRD STREET MINNEAPOLIS, MN 55415		(612) 375-7903	(612) 375-7313	0
<u>Msg Codes:</u>							

## Requests For Exclusion Report

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dav	Ph Fax	Load Id:
57	6/14/06		ENGINEERED POLYMER SOLUTIONS INC 1101 SOUTH THIRD STREET MINNEAPOLIS, MN 55415		(612) 375-7903	(612) 375-7313	0
<u>Msg Codes:</u>							
58	6/14/06		EPS INC 1101 SOUTH THIRD STREET MINNEAPOLIS, MN 55415		(612) 375-7903	(612) 375-7313	0
<u>Msg Codes:</u>							
59	6/14/06		EPS 1101 SOUTH THIRD STREET MINNEAPOLIS, MN 55415		(612) 375-7903	(612) 375-7313	0
<u>Msg Codes:</u>							
60	6/14/06		SPECIALTY PRODUCTS, INC 2410 104TH ST CT S SUITE D LAKEWOOD, WA 98499				0
<u>Msg Codes:</u>							
61	6/13/06		LUBRIZOL CORPORATION 41 TIDAL ROAD DEER PARK, TX 77536				0
<u>Msg Codes:</u>							
62	6/15/06		DASH MULTI-CORP INC 2500 ADIE ROAD MARYLAND HEIGHTS, MO 63043		(314) 432-3200	(314) 432-3210	0
<u>Msg Codes:</u>							
63	6/15/06		MARCHEM CORPORATION 2500 ADIE ROAD MARYLAND HEIGHTS, MO 63043		(314) 432-3200	(314) 432-3210	0
<u>Msg Codes:</u>							
64	6/15/06		MARCHEM SOUTHEAST INC 400 NORTH MAIN STREET ADAIRSVILLE, GA 30103		(314) 432-3200	(314) 432-3210	0
<u>Msg Codes:</u>							

**Requests For Exclusion Report**

06/29/2006 10:41 AM

PROJECT: Urethane - Database: urth

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Report Criteria: None

Report ID :EXC10013

<b>Excl No</b>	<b>Recd Dt</b>	<b>Tax Id</b>	<b>Name and Address</b>	<b>Xref</b>	<b>Ph Dav</b>	<b>Ph Fax</b>	
65	6/15/06		MARCHEM PACIFIC INC 212 WEST TAFT AVENUE ORANGE, CA 92865		(314) 432-3200	(314) 432-3210	
							Load Id: 0
<u>Msg Codes:</u>							
66	6/28/06		COIM BRASIL LTDA 13280-000 DISTRIBUTION INDUSTRIAL VINHEDO, BRASIL,				
							Load Id: 0
<u>Msg Codes:</u>							

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**Total Records: 66**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE PLASTICS ADDITIVES  
ANTITRUST LITIGATION

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CIVIL ACTION  
NO. 03-2038

**ORDER**

AND NOW, this 17<sup>th</sup> day of February 2006, upon consideration of plaintiffs' motion for authorization to use a portion of the settlement fund to pay common litigation expenses (Doc. No. 249), it is hereby ORDERED that plaintiffs' motion (Doc. No. 249) is GRANTED. It is hereby further ORDERED that plaintiffs' lead counsel are authorized to withdraw \$750,000 of the settlement proceeds<sup>1</sup> for use in paying past, present, or future common litigation expenses reasonably incurred by plaintiffs in the prosecution of this class action, subject to an accounting to the Court at the conclusion of the class action.

This Court grants plaintiffs' motion as unopposed. Loc. R. Civ. P. 7.1(c).<sup>2</sup> Furthermore, assuming *arguendo* that defendants opposed plaintiffs' motion, this Court nonetheless would grant plaintiffs' motion on its merits. See, e.g., In re Microcrystalline Cellulose Antitrust Litig., Master File No. 01-CV-111 (E.D. Pa. June 15, 2005) (permitting class counsel to use up to \$2.5 million of settlement fund to pay litigation expenses); In re Linerboard Antitrust Litig., 292 F. Supp. 2d 631, 643 (E.D.Pa. 2003) (giving final approval to partial settlement in class action

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<sup>1</sup>These settlement proceeds total (or should in the near future total) \$10 million, plus interest. (See Pl. Br., at 1).

<sup>2</sup>Plaintiffs' motion was filed on January 30, 2005. Pursuant to Local Rule of Civil Procedure 7.1(c), in conjunction with Federal Rule of Civil Procedure 6(e), defendants' brief in opposition was due within 17 days, on January 16, 2005.

litigation in part because settlement with less than all defendants “provides class plaintiffs with an immediate financial recovery that ensures funding to pursue the litigation against the non-settling defendants”); In re Graphite Electrodes Antitrust Litig., No. 97-CV-4182 (E.D. Pa. Nov. 20, 2002) (granting class counsel’s request to use \$450,000 from partial settlement to establish fund to pay class counsel’s pretrial and trial expenses).

BY THE COURT:

S/LEGROME D. DAVIS  
Legrome D. Davis, J.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: MICROCRYSTALLINE  
CELLULOSE ANTITRUST LITIGATION

Master File No. 01-CV-111 (O'Neill, J.)

MDL NO. 1402

~~PROPOSED~~  
FINAL JUDGMENT ORDER

AND NOW, this 15<sup>th</sup> day of June, 2005, upon consideration of the Plaintiffs' Motion for Final Approval of Class Action Settlement with defendants Asahi Kasei Corporation, formerly known as Asahi Chemical Industry Co., Ltd., and Asahi Kasei Chemicals Corporation ("Asahi"), after a duly-noticed final approval hearing held on 15<sup>th</sup> June, 2005, and the Court expressly finding, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, the Court expressly directs the entry of the following Final Judgment as to defendant Asahi:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court finds that due and adequate notice was provided of the settlement with Asahi, pursuant to Rule 23 of the Federal Rules of Civil Procedure, to all members of the Classes certified by Order of the Court dated August 13, 2003. The notice provided was the best notice practicable under the circumstances and included individual notice by first class mail to all members of the Classes who could be identified through reasonable effort and notice published in *The Pink Sheet*, *The Tan Sheet* and in *Food Technology*. The Court finds and concludes that the notice provided fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. Moreover, the Court's prior notice dated February 19, 2004

allowing Class members to opt out met all of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

2. The Court finds that the Class members identified on Exhibit A hereto, and no others, have timely requested to be excluded from the Class and accordingly are not included in or bound by the Final Judgment being entered pursuant to this Order.

3. The Court finds that the Agreement of Settlement between Class Plaintiffs and the Classes, on the one hand, and Asahi on the other, is fair, reasonable and adequate. A copy of the Agreement of Settlement is attached hereto as Exhibit B. The Agreement of Settlement is hereby approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

4. All claims of Class Plaintiffs and the Classes which were asserted against Asahi in the Consolidated and Amended Class Action Complaint as well as in the individual actions included in MDL Docket No. 1402 ("Actions") are dismissed with prejudice, with each party to bear its own costs (except as provided for in the Agreement of Settlement).

5. Class Plaintiffs and any and all members of the three Classes who have not excluded themselves in a timely manner from the Classes pursuant to the Notice of Pendency dated February 19, 2004 and their respective past and present parents, subsidiaries and affiliates ("Releasers"), or any one of them, whether or not they object to the settlement and whether or not they make a claim or participate in the Fund, completely release, acquit, and forever discharge Asahi and its past and present officers, directors, employees, attorneys, parents, subsidiaries, affiliates, divisions and any of their legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing ("Releasees") from any and all claims, demands, actions, suits, and causes of action, damages whenever incurred, liabilities of any nature, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity,

whether class, individual, or otherwise in nature that Releasors, or any one of them, ever had, now has, or hereafter can, shall, or may have directly, representatively, derivatively or in any other capacity against the Releasees or any of them, on account of, arising out of, relating to, or resulting from the purchase of MCC in the United States during the Class Period based in whole or in part on the facts, occurrences, transactions or other matters alleged in the Complaint or otherwise the subject of this litigation, which arise under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. (the "Released Claims"). The Class Actions shall be dismissed against the Releasees with prejudice and without costs to the Releasees. Each Releasor also waives California Civil Code Section 1542 and similar provisions in other states. The provisions of this release apply, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims that are the subject matter of this paragraph, but each Releasor hereby expressly and fully, finally and forever waives, relinquishes, and forever settles and releases any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above. Each Releasor also expressly waives and fully, finally and forever settles any claims it may have against Releasees or any of them under California Business and Professions Code § 17200 et seq. Nothing in this Order shall: (i) limit the right of any member of the Classes that has not previously excluded itself from the Classes in accordance with the Court's Notice of Pendency dated February 19, 2004 to submit a claim and participate in the settlement; (ii) affect the

rights of any person to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of any direct purchaser(s) of microcrystalline cellulose; (iii) constitute a release of any claim arising from a purchase of microcrystalline cellulose outside the United States; or (iv) be deemed to settle or compromise any claim against Defendant FMC Corporation or its affiliates. All rights against Defendant FMC Corporation or its affiliates are specifically reserved.

6. Except as provided in the Agreement of Settlement, Asahi shall have no obligation for attorneys' fees, incentive awards to plaintiffs, costs or expenses, including but not limited to expenses of administering and distributing the Settlement Fund, which expenses are to be, or may already have been, paid out of settlement funds subject to further order of this Court.

7. In addition, after the Final Settlement Date, Class Plaintiffs may use up to \$2.5 million of the Fund to pay such expenses as may reasonably be incurred in the prosecution of the Class Actions, including reimbursement of expert expenses incurred or paid by Class Counsel after the date of execution of the Settlement Agreement, subject to an accounting to the Court at the time of the final resolution of the Class Actions, and, at a later date, Class Plaintiffs shall apply to the Court for, and Asahi shall not oppose, an order authorizing the payment of counsel's fees from the Fund, in an amount to be determined by the Court.

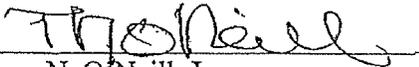
8. Nothing in this Final Judgment Order or the Agreement of Settlement and no aspect of the settlement or negotiation thereof is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Asahi or of the truth of any of the Class Plaintiffs' allegations, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in any of the Actions or in any other action or proceeding other than to enforce the terms of this Final Judgment Order or the Agreement of

Settlement.

9. Without affecting the finality of this judgment in any way, this Court hereby retains continuing jurisdiction for the purposes of implementing, effectuating, and enforcing the Agreement of Settlement.

10. Terms used in this Final Judgment Order that are defined in the Agreement of Settlement are, unless otherwise defined herein, used in this Final Judgment Order as defined in the Agreement of Settlement.

Dated: 6/15, 2005

  
Thomas N. O'Neill, Jr.  
Senior United States District Judge

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

IN RE BRAND NAME PRESCRIPTION  
DRUGS ANTITRUST LITIGATION

No. 94 C 897  
(and consolidated cases)

MDL 997  
Hon. Charles P. Kocoras

This Documents Relates To:  
ALL ACTIONS

ORDER

This cause coming on to be heard on the Petition of Class Counsel for the Advancement of Trial Preparation Expenses from Settlement Funds; the Court having reviewed Class Counsel's submission,

IT IS HEREBY ORDERED that LaSalle National Bank, as escrow agent, is hereby authorized to disburse the sum of \$6,000,000.00 for advancement of trial preparation expenses of Class Counsel, said sum to be disbursed at the direction of Co-lead Counsel, Michael J. Freed and Perry Goldberg. Said Counsel shall report to the Court, in such manner as the Court shall direct, with respect to monies withdrawn from the fund and expended.

Date: February 14, 1998

*Charles P. Kocoras*  
United States District Judge

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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION

FILED

JAN 15 1997

JOHN M. WATERS, Clerk  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS

IN RE:	HIGH FRUCTOSE CORN SYRUP ANTITRUST LITIGATION
THIS MATTER RELATES TO: ALL MATTERS	

MDL No. 1087

Master File No.  
95-1477

ORDER

Upon consideration of the Petition of Class Counsel for Payment of Common Litigation Expenses from the CPC International Settlement Fund, it is hereby ordered:

1. The Petition is granted.
2. Class plaintiffs' counsel are authorized to withdraw from the CPC International Settlement Fund the amount of \$500,000.00 for payment of common litigation expenses.
3. The funds withdrawn pursuant to paragraph 2 above shall be placed in a class litigation bank account to be used for the sole purpose of paying future common litigation expenses on behalf of the class.

DONE AND ORDERED this 15th day of January, 1997.  
~~December, 1996.~~

*Michael M. Fisher*  
United States District Judge

#21637013M 12/16/95 12:09 PM

No. 8248 P. 2/3

312 621 1484 MICH SHELLIST FDABR

Jan. 20, 1997 3:30PM

184

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 12-md-02311
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION FLUID WARMERS	:	Case No. 2:13-cv-02403-MOB-MKM
IN RE: VALVE TIMING CONTROL DEVICES	:	Case No. 2:13-cv-02503-MOB-MKM
IN RE: ELECTRONIC THROTTLE BODIES	:	Case No. 2:13-cv-02603-MOB-MKM
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	:	

**DECLARATION OF KATHERINE KINSELLA ON ADEQUACY  
OF NOTICES AND NOTICE PLAN**

I, Katherine Kinsella being duly sworn, hereby declare as follows:

1. I am the founder and former president of Kinsella Media, LLC (“Kinsella”), an advertising and notification consulting firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs.

2. This declaration will describe my experience in designing and implementing

notices and notice plans, as well as my credentials to opine on the overall adequacy of the notice effort. It will also describe the notices (the “Notice” or “Notices”) and the notice plan (the “Notice Plan”) (collectively referred to as the “Notice Program”) proposed here for *In re Automotive Parts Antitrust Litigation*, including how they were developed and why I believe they will be effective.

3. This declaration is based upon my personal knowledge and upon information provided by Plaintiffs’ Counsel and my associates and staff. The information is of a type reasonably relied upon in the fields of advertising, media, and communications.

#### RELEVANT EXPERIENCE

4. Kinsella has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm’s work includes notification programs in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have involved, among others, asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 800 notification programs and placed over \$350 million in media notice.

5. I have served as a qualified class action notice expert in numerous major class actions, and state and federal courts throughout the United States have accepted my opinions and analyses. I have provided expert testimony on the effective communication of information to individuals in class actions and bankruptcies. My curriculum vitae is attached as **Exhibit A**.

6. I have been deposed as an expert in *Ardoin v. Stine Lumber Co.*, No. 2001-004808, (La. 14<sup>th</sup> Jud. Dist. Ct. Calcasieu Parish); *Donovan v. Philip Morris USA, Inc.*, No. 06-CA-12234 (D. Mass.); *Engle v. RJ Reynolds Tobacco Co.*, No. 94-08273 (Fla. Cir. Ct. Dade County); *Georgine v. Amchem, Inc.* No. 93-CV-0215 (E.D. Pa.); *Gross v. Chrysler Corp.*, No.

061170 (Md. Cir. Ct., Montgomery County); *Harris v. Experian Information Solutions, Inc.*, No. 6:06-CV-01808 (D.S.C.) and *Harris v. Equifax Information Servs. LLC*, No. 6:06-CV-01810 (D.S.C.); *In re Bluetooth Headset Prods. Liability Litig.*, No. 2:07-1822 (C.D. Cal.); *In re Conagra Peanut Butter Products Liability Litig.*, No. 1:07 -1845 (N.D. Ga.); *In re Dow Corning*, No. 95-20512 (Bankr. E.D. Mich.); *In re NASDAQ Market-Makers Antitrust Litig.*, M21-68, 94-CIV. 3994, M.D.L. No. 1023 (S.D.N.Y.); *In re Pharmaceutical Industry Average Wholesale Price Litig.*, No. 01-CV-12257, MDL No. 1456 (D. Mass.); *In re W. R. Grace & Co.*, Chapter 11, No.01-01139 (Bankr. D. Del.); *Schwab v. Philip Morris USA Inc.*, No. 04-CV-1945 (E.D.N.Y); *Solo v. Bausch & Lomb, Inc.*, MDL 1785 (D.S.C.); *Vassilatos v. Del Monte Fresh Produce Co.*, No. 50 2004CA 004066 (Fla. Cir. Ct. Palm Beach County); and *Conroy v. Fresh Del Monte Produce, Inc.*, No. JCCP 4446 (Cal. Super. Ct. Alameda County).

7. I have testified as an expert in *Ahearn v. Fibreboard Corp.*, No. 6:93cv526 (E.D. Tex.) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.); *Colgan v. Leatherman Tool Group, Inc.*, No. BC247889 and *Wilson v. Leatherman Tool Group, Inc.*, No. BC278713 (Cal. Super. Ct. Los Angeles County); *Cox v. Shell Oil Co.*, No. 18,844 (Tenn. Ch. Ct., Obion County); *Engle v. R. J. Reynolds Tobacco*, No. 94-08273 (Fla. Cir. Ct., Dade County); *In re Garlock Sealing Technologies LLC*, No. 10-31607 (Bankr. W.D.N.C.); *In re Specialty Prods. Holding Corp.*, No. 10-11780 (Bankr. D. Del.); *In re Swan Transportation Co.*, Chapter 11, No. 01-11690 (Bankr. D. Del.); and *In re USG Corp.*, Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

8. I am the author of the following:

a. *Buyer Beware: Eight Pitfalls That Can Jeopardize Your Class Action Notice Program*, published in the July 12, 2013, issue of Class Action Litigation Report.

b. *The Plain Language Tool Kit for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the October 25, 2002, issue of Class Action Litigation Report;

c. *Quantifying Notice Results in Class Actions – the Daubert/Kumho Mandate*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the July 27, 2001 issue of Class Action Litigation Report and the August 7, 2001, issue of The United States Law Week; and

d. *The Ten Commandments of Class Action Notice*, published in the September 24, 1997, issue of the Toxics Law Reporter.

9. I am also co-author of the following:

a. *International Class Action Notice*, published in 2012 in World Class Action: A Guide to Group and Representative Actions Around the Globe;

b. *Class Notice and Claims Administration*, published in 2010 in Private Enforcement of Antitrust Law in the United States: A Handbook and in 2012 in The International Handbook on Private Enforcement of Competition Law;

c. *REALITY CHECK: The State of New Media Options for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the February 26, 2010, issue of the Class Action Litigation Report; and

d. *How Viable is the Internet for Class Action Notice*, published in the March 25, 2005, issue of Class Action Litigation Report.

10. The Notice Program was jointly developed with Shannon R. Wheatman, Ph.D., the President of Kinsella and a court-recognized notice expert. Dr. Wheatman has extensive experience in the design and execution of class action notice programs with particular expertise in plain language communications. Dr. Wheatman's curriculum vitae is attached as **Exhibit B**.

#### **NOTICE PROGRAM OVERVIEW**

11. In this case, the proposed Notice Program was designed to reach the greatest

practicable number of Settlement Class Members and ensure that they will be exposed to, see, review, and understand the Notice. The Notice Program is attached as **Exhibit C**.

12. Although each case is unique, the methods and tools used in developing the Notice Program for these Settlements have been employed in many other court-approved notice programs.

13. Dr. Wheatman and I have been involved in drafting the various forms of Notice described below. Each form is noticeable, clear, concise, and written in plain, easily understood language.

14. In developing the Notice Program, Kinsella determined that the most practicable way to reach Settlement Class Members is through the use of paid and earned media and an informational website.

15. As detailed below, in my opinion, the Notice Program represents the best notice practicable under the circumstances.

#### **Paid Media**

16. To design the paid media segment of the Notice Program, Kinsella analyzed syndicated data available from the GfK MediaMark Research, Inc.'s ("GfK MRI") *2014 Doublebase Study*.<sup>1</sup> GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media, including broadcast, magazines, newspapers, and outdoor advertising. GfK MRI provides a single-source measurement of major media, products, services, and in-depth consumer

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<sup>1</sup> GfK MRI produces the annual *Doublebase Survey*, a study of over 50,000 adults consisting of two full years of data. The sample consists of over 26,000 respondents. Fieldwork is done in two waves per year, each lasting six months and consisting of 13,000 interviews. At the end of the interview, the fieldworker presents a self-administered questionnaire that measures approximately 500 product/service categories, 6,000 brands, and various lifestyle activities.

demographic and lifestyle/psychographic characteristics.

17. Using GfK MRI, Kinsella selected demographics that encompass the characteristics of Class Members. Media outlets were then analyzed and selected for their strength and efficiency in reaching this demographic target.

18. Kinsella selected a target audience of adults eighteen years of age or older who currently own or lease a new motor vehicle (“New Vehicle Owners/Lessees”).

19. The Settlement Classes are made up of individual owners/lessees as well as fleet owners of qualified new motor vehicles. Qualified new motor vehicles are light trucks, vans, mini-vans, and sports utility vehicles. As discussed, New Vehicle Owners/Lessees are measured in GfK MRI; however, fleet owners are not measured in the survey data. In my opinion, the target audience of New Vehicle Owners/Lessees is appropriate for all Class Members because it is highly likely that fleet owners (or their households) personally purchased or leased a new motor vehicle during the relevant class periods. However, supplemental paid media included in the plan will specifically target fleet owners.

20. In terms of their media habits, New Vehicle Owners/Lessees are average to above average consumers of magazines, newspapers, and the Internet, and below average consumers of radio and television.

21. To effectively reach this class, the broad-based Notice Program utilizes the media that is commonly consumed by New Vehicle Owners/Lessees — magazines, newspaper supplements, a national newspaper, and Internet — to meet due process standards and provide the best notice practicable under the circumstances.

22. The Publication Notice will appear in the following consumer magazines:

- a. A half-page ad in *Field and Stream* - estimated circulation of 1,200,000.

- b. A full-page ad in *National Geographic* - estimated circulation of 3,250,000.
  - c. Two half-page ads in *People* - estimated circulation of 3,425,000.
  - d. A full-page ad in *Reader's Digest* - estimated circulation of 3,000,000.
  - e. A half-page ad in *Southern Living* - estimated circulation of 2,800,000.
  - f. A half-page ad in *Woman's Day* - estimated circulation of 3,250,000.
23. The Publication Notice will appear in the following newspaper supplements:
- a. A Digest-page ad in *American Profile* - estimated circulation of 6,000,000.
  - b. A 2/5-page ad in *Parade* - estimated circulation of 22,000,000.
24. To specifically reach fleet owners, the Publication Notice will also appear in the following newspaper and trade publications, respectively:
- a. A sixth-page ad in *The Wall Street Journal* – estimated circulation of 1,356,291.
  - b. A full-page ad in *Auto Rental News* – estimated circulation of 8,772.
  - c. A full-page ad in *Automotive Fleet* – estimated circulation of 21,071.
25. The Notice Plan includes Internet advertising to provide Class Members with additional notice opportunities beyond the print placements. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.
26. Internet advertising may include some or all of the following placements:

a. Banner advertisements will appear, on a rotating basis, on websites that are part of the *Advertising.com* network. The *Advertising.com* network is a division of AOL Networks, providing massive scale to over 596 million global unique visitors.

b. Banner advertisements will appear, on a rotating basis, on websites that are part of the *Conversant* network. Conversant is an online advertising company and a comScore Top 20 Ad Network.

c. A banner advertisement will appear, on a rotating basis, on *Facebook.com*. *Facebook.com* is a free, global social networking website that helps people communicate with friends, family, and coworkers.

d. Banner advertisements will appear, on a rotating basis, on websites that are part of the *Specific Media* network. *Specific Media* is a network consisting of premium websites that cover topics such as news, entertainment, and sports.

e. Banner advertisements will appear, on a rotating basis, on websites that are part of the *Xaxis* network. *Xaxis* is a global digital media platform that connects advertisers and audiences across all media channels.

27. To specifically reach fleet owners, banner advertisements will appear for one month on the National Association of Fleet Administrators (“NAFA”) website ([www.nafa.org](http://www.nafa.org)).

### **Effectiveness of Notice Program**

28. The *reach*<sup>2</sup> and *frequency*<sup>3</sup> of the Notice Program was measured against the target audience to evaluate the strength and efficiency of the paid media (magazine, newspaper

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<sup>2</sup> *Reach* is the estimated percentage of a target audience that is exposed one or more times through a specific media outlet or combination of media outlets within a given period.

supplement, newspaper, and Internet advertising). The Notice Program will reach an estimated 80.4% of New Vehicle Owners/Lessees with an average frequency of 2.9 times.<sup>4</sup> In my opinion, the Notice Plan adequately reaches individual car owners/lessees and fleet owners.

### **Earned Media**

29. An earned media program also will be implemented to amplify the paid media and provide additional notice to Class Members. The earned media program includes:

a. A multimedia news release (“MNR”) that will be distributed on PR Newswire’s US1 National Circuit, reaching approximately 5,000 media outlets and 5,400 websites. The MNR will blend text, audio, video, photos, related documents, and social media to make the story more appealing.

b. Statewide press releases will be distributed on PR newswire in the 30 affected states and the District of Columbia.

c. Media outreach to targeted media outlets to solicit their interest in the story and generate free media coverage.

d. Kinsella will implement sponsored keywords and phrases with all major search engines, including: Google AdWords, Bing Microsoft Advertising, and their search partners. When a user searches for one of the specified search terms or phrases, sponsored links will appear on the results page.

### **Other**

30. The Settlement Administrator will establish a website at

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<sup>3</sup> *Frequency* is the estimated average number of opportunities an audience member has to see the notice.

<sup>4</sup> The trade publications (*Auto Rental News* and *Automotive Fleet*) and Internet advertising on the NAFA website are not measured for this target audience, and their contribution to the overall reach of the media is not calculated.

www.AutoPartsClass.com to enable Class Members to get information on the Settlements, including the Long Form Notice and the Settlement Agreements.

31. The Settlement Administrator will establish a toll-free phone number to allow Class Members to call and request that a Notice be mailed to them or listen to answers to frequently asked questions.

32. The Settlement Administrator will establish a post office box to allow Class Members to contact Class Counsel by mail with any specific requests or questions.

### **NOTICE FORM AND CONTENT**

33. **Exhibits 6 and 7** to the Notice Program (**Exhibit C** hereto) are copies of the Long Form Notice and Publication Notice.

34. The Notices effectively communicate information about the Settlements.

35. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Kinsella applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

36. The Summary Notice (Publication Notice) is designed to capture Class Members’ attention with clear, concise, plain language. It directs readers to the case website or toll-free number for more information. The plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. No important or required information is missing or omitted. In fact, this Notice states all required information without omitting significant facts that Class Members need to understand their rights.

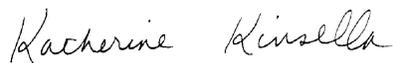
37. The Long Form Notice will be available at the website, by calling the toll-free number, or by mailing or emailing a request to the Settlement Administrator. The Long Form Notice provides substantial information, including background on the issues in the case and all specific instructions Class Members need to follow to properly exercise their rights. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

### CONCLUSION

38. In my opinion, the Notice Plan will effectively reach an estimated 80.4% of New Vehicle Owners/Lessees, providing an estimated average of 2.9 opportunities to see the Notice. Although not included in the reach percentage, the trade publication advertising, Internet advertising on the NAFA website, earned media and outreach efforts, and the Settlements' website will provide other opportunities for potential Class Members to learn about and obtain information on the Settlements.

39. It is my opinion that the reach of the target audience, number of exposure opportunities to the notice information, and content of the Notices are adequate and reasonable under the circumstances. It is consistent with the standards employed by Kinsella in notification programs designed to reach class members. The Notice Program, as designed, is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Washington, D.C. this 3rd day of September 2015.



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Katherine Kinsella

# **EXHIBIT A**



## Katherine M. Kinsella

### FOUNDER AND FORMER PRESIDENT

A nationally recognized specialist in notification programs in mass tort, consumer, and product liability class actions and bankruptcies, Kinsella has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm's work includes notification programs in antitrust, bankruptcy, consumer fraud, mass tort and product liability litigation. Specific cases have involved, among others, asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco and Holocaust claims. The firm has developed or consulted on over 800 notification programs, placing over \$350 million in media notice. Selected cases include:

#### ANTITRUST

*Big Valley Milling, Inc. v. Archer Daniels Midland Co.*, No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

*Carlson v. Abbott Laboratories*, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

*Comes v. Microsoft Corp.*, No. CL8231 (Iowa Dist. Ct. Polk County) (software).

*Connecticut v. Mylan Laboratories, Inc.*, No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

*Conroy v. 3M Corp.*, No. C-00-2810 CW (N.D. Cal.) (invisible tape).

*Copper Antitrust Litig.*, MDL 1303 (W.D. Wis.) (physical copper).

*Cox v. Microsoft Corp.*, No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

*D.C. 37 Health & Security Plan v. Medi-Span*, No. 07-cv-10988 (D. Mass.); *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

*Ferrell v. Wyeth-Ayerst Laboratories, Ltd.*, No. C-1-01-447 (S.D. Ohio).

*Giral v. Hoffman-LaRoche Ltd.*, C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

*In re Buspirone Antitrust Litig.*, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

*In re Cardizem Antitrust Litig.*, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

*In re Compact Disc Minimum Price Antitrust Litig.*, MDL No. 1361 (D. Me.) (compact discs).

*In re Ins. Brokerage Antitrust Litig.*, MDL No. 1663 Civil No. 04-5184 (D.N.J.) (insurance).

*In re Int'l Air Transportation Surcharge Antitrust Litig.*, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

*In re Monosodium Glutamate Antitrust Litig.*, D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

*In re Motorsports Merch. Antitrust Litig.*, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

*In re Nasdaq Market-Makers Antitrust Litig.*, MDL No. 1023 (S.D.N.Y.) (securities).

*In re Pharm. Industry Average Wholesale Price Litig.*, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

*In re Toys "R" Us Antitrust Litig.*, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

*In re Western States Wholesale Natural Gas Antitrust Litig.*, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

*Kelley Supply, Inc. v. Eastman Chem. Co.*, No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

*Ohio v. Bristol-Myers Squibb, Co.*, No. 1:  
02-cv-01080 (D.D.C.) (pharmaceutical).

*Raz v. Archer Daniels Midland Co., Inc.*, No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

#### CONSUMER AND PRODUCT LIABILITY

*Azizian v. Federated Department Stores, Inc.*, No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

*Baird v. Thomson Consumer Elecs.*, No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

*Bonilla v. Trebol Motors Corp.*, No. 92-1795 (D.P.R.) (automobiles).

*Burch v. Am. Home Prods. Corp.*, No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

*Cosby v. Masonite Corp.*, No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.*, No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

*Cox v. Shell Oil Co.*, No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

*Daniel v. AON Corp.*, No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

*Fettke v. McDonald's Corp.*, No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).

*Florida v. Nine West Grp., Inc.*, No. 00 CIV 1707 (S.D.N.Y.) (shoes).

*Foothill/De Anza Cmty. College Dist. v. Northwest Pipe Co.*, No. 00-20749-JF (N.D. Cal.) (fire sprinklers).

*Galanti v. The Goodyear Tire & Rubber Co.*, No. 03-209 (D.N.J.) (radiant heating).



*Garza v. Sporting Goods Props., Inc.*, No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

*Gov't Employees Hosp. Ass'n v. Serono Int'l*, No. 5-11935 (D. Mass.), and *Francis v. Serono Laboratories, Inc.*, No. 6-10613 (D. Mass.).

*Hoorman v. GlaxoSmithKline*, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

*In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litig.*, MDL No. 1114 (N.D. Cal.) (oriented strand board).

*In re Tri-State Crematory Litig*, MDL 1467 (N.D. Ga.) (improper burial).

*Lebrilla v. Farmers Grp. Inc.*, No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

*Lovelis v. Titflex*, No. 04-211 (Ark. Cir. Ct., Clark County) (gas transmission pipe).

*Naef v. Masonite Corp.*, No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

*Peterson v. BASF Corp.*, No. C2-97-295 (D. Minn.) (herbicide).

*Posey v. Dryvit Sys., Inc.* No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

*Reiff v. Epson Am., Inc. and Latham v. Epson Am., Inc.*, J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

*Richison v. Weyerhaeuser Co. Ltd.*, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

*Ruff v. Parex, Inc.*, No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

*Shah v. Re-Con Building Prods., Inc.*, No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

*Shields v. Bridgestone/Firestone, Inc., Bridgestone Corp.*, No. E-167.637 (D. Tex.) (tires).

*Smith v. Behr Process Corp.*, No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).

*Weiner v. Cal-Shake, Inc.*, J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

*Wholesale Elec. Antitrust Cases I & II*, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

*Woosley v. California*, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

**MASS TORT**

*Ahearn v. Fibreboard Corp.*, No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

*Backstrom v. The Methodist Hosp.*, No. H.-94-1877 (S.D. Tex.) (TMJ injury).



*Engle v. RJ Reynolds Tobacco Co.*, No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

*Georgine v. Amchem, Inc.*, No. 93-CV-0215 (E.D. Pa.) (asbestos).

#### BANKRUPTCIES

*In re Armstrong World Indus., Inc.*, No. 00-4471 (Bankr. D. Del.) (asbestos).

*In re Dow Corning*, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

*In re Johns-Manville Corp.*, 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

*In re Kaiser Aluminum Corp.*, No. 02-10429 (JFK) (Bankr. D. Del) (asbestos).

*In re Owens Corning*, No. 00-03837 (Bankr. D. Del.) (asbestos).

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*In re The Celotex Corp.*, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

*In re U.S. Brass Corp.*, No.94-40823S (Bankr. E.D. Tex.) (polybutylene).

*In re USG Corp.*, Nos. 01-2094 - 01-2104 (Bankr. D. Del.) (asbestos).

*In re W.R. Grace & Co.*, No. 01-01139 (Bankr. D. Del.) (asbestos).

#### INSURANCE

*McNeil v. American General Life and Accident Ins. Co.*, No. 8-99-1157 (M.D. Tenn.) (insurance).

*Nealy v. Woodmen of the World Life Ins. Co.*, No. 3:93 CV-536 (S.D. Miss.) (insurance).

#### HOLOCAUST VICTIMS REPARATIONS

*In re Holocaust Victim Assets Litig.*, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach.

#### PENSION BENEFITS

*Collins v. Pension Benefit Guarantee Corp.*, No. 88-3406 (D.D.C.); *Page v. Pension Benefit Guarantee Corp.*, No. 89-2997 (D.D.C.).

*Forbush v. J.C. Penney Co., Inc.*, Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).



#### INTERNATIONAL

*Ahearn v. Fiberboard Corp.*, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.) (asbestos) (1993).

*Galanti v. The Goodyear Tire & Rubber Co.*, No. 03-209 (D.N.J.) (radiant heating) (2002).

*In re Holocaust Victims Assets Litig.*, No. CV 96-4849 (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

*In re Owens Corning, Chapter 11*, No. 00-03837 (Bankr. D. Del.) (asbestos) (2006).

*In re The Celotex Corp., Chapter 11*, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos) (1996).

*In re USG Corp., Chapter 11*, Nos. 01-2094 through 01-2104 (Bankr. D. Del.) (asbestos) (2006).

*In re W.R. Grace & Co., Chapter 11*, No. 01-01139 (Bankr. D. Del.) (asbestos) (2001).

*In re Western Union Money Transfer Litig.*, No. 01 0335 (E.D.N.Y.) (wire transactions) (2004).

International Committee on Holocaust Era Insurance Claims (Holocaust) (1999).

#### PRODUCT RECALL

Central Sprinkler Voluntary Omega Sprinkler Replacement Program (sprinkler heads).

*Hart v. Central Sprinkler Corp.*, No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp.*, No. CV 17710119 (Cal. Super. Ct. Santa Clara County) (sprinkler heads).

#### TELECOM

*Bidner, et al. v. LCI Int'l Telecom Corp d/b/a Qwest Communications*. No CO-00-242 (Minn. Dist. Ct., Sibley County).

*Cnty. Health Ass'n v. Lucent Technologies Inc.*, No. 99-C-237, (W.Va. Cir. Ct., Kanawha County) (product compliance).

*Cundiff v. Verizon California, Inc.*, No. 237806 (Cal. Super Ct., Los Angeles County) (rotary dial service).

*Kushner v. AT&T Corp.*, No. GIC 795315 (Cal. Super. Ct., San Diego County) (fees).

*Risha Enterprise v. Verizon New Jersey*, No. MID-L-8946-02 (N.J. Super. Ct.) (tariff rate).

*Sonnier v. Radiofone, Inc.*, No. 44-844, (L.A. Jud. Dist. Ct., Plaquemines Parish County) (long distance promotion).



*State of Louisiana v. Sprint Communications Co., L.P.*, No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *Louisiana v. WilTel, Inc.*, No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge) (fiber optics right of way).

Fiber-Optic Cable Rights of Way Settlements (Five statewide Notice Programs; Two national Notice Programs covering 36 states; see [www.FiberOpticSettlements.com](http://www.FiberOpticSettlements.com).) (fiber-optic cable/rights of way).

#### OTHER

*Cobell v. Salazar*, No. 96-01285 (D.D.C.) (Individual Indian Money accounts).

*Dryer v. National Football League*, No. 9-02182 (D. Minn.) (publicity rights).

*In re Black Farmers Discrimination Litig.*, No. 08-511 (D.D.C.) (African American farm loans).

*In re National Football League Players' Concussion Injury Litig.*, No. 2:12-md-02323 (E.D. Pa.) (concussion injuries).

*Keepseagle v. Vilsack*, No. 99-03119 (D.D.C.) (Native American farm loans).

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*ABA National Class Actions Institute* (November 7, 2008), "I Court Have Sworn It was CAFA, Not Kafka!" The Metamorphosis of Ethically Prosecuting, Defending, and Settling Multi-State, Class-Action Cases."

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*The Class Action Litigation Summit* (June 26-27, 2003), "Communication with Class Members and Notification Issues."

*National Consumer Law Center Consumer Class Action Symposium* (2002), "Class Notices and Settlement Administration in the 21<sup>st</sup> Century."

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#### COURT TESTIMONY & DEPOSITIONS

##### Testimony

*Ahearn v. Fibreboard Corp.*, No. 6:93 cv526 (E.D. Tex.); *Continental Casualty Co. v. Rudd*, No. 6:94-cv-458 (E.D. Tex.) (asbestos).

*Colgan v. Leatherman Tool Grp., Inc.*, No. BC247889; *Wilson v. Leatherman Tool Grp., Inc.*, No. BC278713 (Cal. Super. Ct. Los Angeles County) (product representation).

*Cox v. Shell Oil Co.*, No. 95-CV-2 (Tenn. Ch. Ct. Obion County) (polybutylene plumbing).

*In re Swan Transportation Co.*, No. 01-11690 (Bankr. D. Del.) (asbestos).

*In re USG Corp.*, Nos. 01-2094 - 01-2104 (Bankr. D. Del.) (asbestos).

*In re Specialty Prods. Holding Corp.*, No. 10-11780 (Bankr. D. Del.) (asbestos).

*In re Garlock Sealing Technologies LLC*, No. 10-31607 (Bankr. W.D.N.C.) (asbestos).

##### Depositions

*Ardoin v. Stine Lumber Co.*, No. 2001-004808, (La. 14<sup>th</sup> Jud. Dist. Ct. Calcasieu Parish) (pressure-treated wood).

*Donovan v. Philip Morris USA, Inc.*, No. 06-CA-12234 (D. Mass.) (tobacco).

*Engle v. RJ Reynolds Tobacco Co.*, No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco).

*Georgine v. Amchem*, 158 F.R.D. 314, 326 (E.D. Pa.) (asbestos).

*Gross v. Chrysler Corp.*, No. 061170 (Md. Cir. Ct. Montgomery County) (ad positioning).

*Harris v. Experian Info. Solutions, Inc.*, No. 6:06-CV-01808 (D.S.C.); *Harris v. Equifax Info. Servs. LLC*, No. 6:06-CV-01810 (D.S.C.) (Fair Credit Reporting Act).

*In re Bluetooth Headset Prods. Liab. Litig.*, No. 2:07-1822 (C.D. Cal.) (Bluetooth headset).



*In re Conagra Peanut Butter Prods. Liab. Litig.*, No. 1:07 -1845 (N.D. Ga.) (food contamination).

*In re Dow Corning*, No. 95-20512 (Bankr. E.D. Mich.).

*In re Nasdaq Market-Makers Antitrust Litig.*, MDL No. 1023 (S.D.N.Y.) (securities).

*In re Pharm. Industry Average Wholesale Price Litig.*, No. 01-CV-12257, MDL No. 1456 (D. Mass.) (GlaxoSmithKline Settlement).

*In re W.R. Grace & Co.*, No. 01-01139 (Bankr. D. Del.) (asbestos).

*In re USG Corp.*, Nos. 01-2094 - 01-2104 (Bankr. D. Del.) (asbestos).

*In re Vioxx Litig.*, No. 619 (N.J. Super. Ct. Law Div.) (pharmaceutical).

*Schwab v. Philip Morris USA Inc.*, No. 04-CV-1945 (E.D.N.Y) (RICO tobacco).

*Solo v. Bausch & Lomb, Inc.*, MDL 1785 (D.S.C.) (product messaging).

*Vassilatos v. Del Monte Fresh Produce Co.*, No. 50 2004CA 004066 (Fla. Cir. Ct. Palm Beach County);

*Conroy v. Fresh Del Monte Produce, Inc.*, No. JCCP 4446 (Cal. Super. Ct. Alameda County) (pineapples).

#### JUDICIAL COMMENTS

*Ahearn v. Fibreboard Corp.*, No. 6:93 cv526 (E.D. Tex.); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.).

In approving the notice plan for implementation in the Ahearn and Rudd class actions in 1994, Judge Parker stated, "I have reviewed the plan of dissemination, and I have compared them to my knowledge at least of similar cases, the notices that Judge Weinstein has worked with [Agent Orange] and Judge Pointer [Silicon Gel Breast Implants], and it appears to be clearly superior." - Chief Judge Robert M. Parker (1994)

*Azizian v. Federated Department Stores, Inc.*, No. 3:03 CV-03359 (N.D. Cal.).

"The notice was reasonable and the best notice practicable under the circumstances; was due, adequate and sufficient notice to all class members; and complied fully with the laws of the United States and of the Federal Rules for Civil Procedure, due process and any other applicable rules of court." - Hon. Sandra Brown Armstrong (2004)

*Cobell v. Salazar*, No. 1:96CV01285 (D.D.C.)

"I have never seen, and I handled the largest price-fixing case in the history of the United States, the In re: Vitamins case, notice to the extent sent out in this case, . . . . I allowed them to provide notice in every possible way, including personally going out and visiting all of the affected tribal areas. It is just not a letter from Washington. It is a tremendous effort that was undergone, both by the plaintiffs principally and some by the government, to not only give notice but to explain what happened . . . .



There is just no question that this was covered in all of the local papers constantly. It was covered in all of the local advertising outlets. It was hard to miss. As a side note, I go to Montana two or three times a year, and you could not miss.... I have already found that there is extensive and extraordinary notice here. We even had a notice expert retained in how to do it properly.” - Hon. Thomas F. Hogan (June 2011)

“Notice met and in many cases exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).” - Hon. Thomas F. Hogan (July 2011)

*Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.).*

“The notice provided was the best notice practicable under the circumstances. Indeed, the record shows that the notice given was consistent with the highest standards of compliance with Rule 23(e).” – Hon. Richard Roberts (1996)

*Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County).*

“The court finds that the combination of individual mailing, e-mail, website and publication notice in this action is the most effective and best notice practicable under all the circumstances, constitutes due, adequate and reasonable notice to all Class members and otherwise satisfies the requirements of CPLR 904, 908 and other applicable rules. The Settlement meets the due process requirement for class actions by providing Class members an opportunity either to be heard and participate in the litigation or to remove themselves from the Class.” - Hon. Karla Moskowitz (2006)

*Cox v. Shell Oil Co., No. 95-CV-2 (Tenn. Ch. Ct. Obion County)*

In the order approving the settlement of the polybutylene pipe class action, Chancellor Maloan stated, “The Court finds the notice program is excellent. As specified in the findings below, the evidence supports the conclusion that the notice program is one of the most comprehensive class notice campaigns ever undertaken.” – Hon. W. Michael Maloan (1995)

*Dick v. Sprint, No. 12-cv-00443 (W.D. Ky.)*

“In sum, the notice in the case at bar is adequate under Fed. R. Civ. P. 23 and the standards of due process. It was directed in reasonable manner to all prospective class members who would be bound by the Settlement Agreement. Moreover, it fairly apprised the prospective class members of the terms of the proposed Settlement Agreement and their options with respect to their decision whether to join the class.” - Hon. Thomas B. Russell (2014)

*Foothill/De Anza Cmty. College District v. Northwest Pipe Co., No. CV-00-20749 (N.D. Cal.)*

“The Court finds that the settling parties undertook a thorough and extensive notice campaign designed by Kinsella/Novak Communications, Ltd., a nationally-recognized expert in this specialized field. The Court finds and concludes that the Notice Program as designed and implemented provides



the best practicable notice to the Class, and satisfied requirements of due process.” - Hon. Jeremy Fogel (2004)

*Galanti v. The Goodyear Tire & Rubber Co.*, No. 03-209 (D.N.J.)

“The published notice, direct notice and Internet posting constituted the best practicable notice of the Fairness Hearing, the proposed Amended Agreement, Class Counsels’ application for fees, expenses and costs, and other matters set forth in the Class Notice and the Summary Notice. The notice constituted valid, due and sufficient notice to all members of the Settlement Classes, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.” - Hon. Stanley R. Chesler (2004)

*Georgine v. Amchem*, 158 F.R.D. 314, 326 (E.D. Pa.).

Judge Reed explained that the notice program developed by Kinsella “goes beyond that provided in [previous cases]” and “the efforts here are more than adequate to meet the requirements of Rule 23(c)(2).” – Hon. Lowell A. Reed, Jr. (1993)

*Higgins v. Archer-Daniels Midland Co.*, Second Judicial District Court, County of Bernalillo C-202-CV-200306168 (N.M. 2d Jud. Dist. Bernalillo County)

“The Court finds that the form and method of notice given to the Settlement Class, including both mailed notice to persons and firms for whom such notice was practical and extensive notice by publication through multiple national and specialized publications, complied with the requirements of Rule 1-023 NMRA 2006, satisfied the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice of the Settlement Agreements and their Final Approval Hearing, and other matters referred to in the Notice. The notice given to the Settlement Class was reasonably calculated under the circumstances to inform them of the pendency of the actions involved in this case, of all material elements of the proposed Settlements, and of their opportunity to exclude themselves from, object to, or comment on the Settlements and to appear at the Final Approval Hearing.” - Hon. William F. Lang (2006)

*In re Comcast Corp. Peer-to-Peer (P2P) Transmission Contract Litig.*, MDL 1992, No. 2:08-MD-1992 (E.D. Pa.)

“The notice program here was extensive and wide reaching.”

“The Court finds that the form, substance, manner and timing of the notice to the Settlement Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement constituted the best notice practicable under the circumstances and satisfied the requirements of due process, Federal Rules of Civil Procedure, and any other applicable law or requirement.” - Hon. Legrome D. Davis (2010)

*In re Compact Disc Minimum Advertised Price Antitrust Litig.*, MDL No. 1361 (D. Me.).

In approving the notice plan for implementation in the Compact Disc Minimum Advertised Price Antitrust Litigation, Judge D. Brock Hornby stated, “(the plan) provided the best practicable notice



under the circumstances and complied with the requirements of both 15 U.S.C. 15c(b) (1) . . . the notice distribution was excellently designed, reasonably calculated to reach potential class members, and ultimately highly successful in doing so.” - Hon. D. Brock Hornby (2002/2003)

*In re Flonase Antitrust Litig.*, No. 08-3301 (E.D. Pa.)

“The notice provided was the best notice practicable under the circumstances and included individual notice to those members of the Settlement Class whom the parties were able to identify through reasonable efforts. The Court finds that Notice was also given by publication in multiple publications as set forth in the Declarations of Daniel Coggeshall and Katherine Kinsella dated May 1, 2013. Such notice fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.” - Hon. Anita B. Brody (2013)

*In re Int’l Air Transportation Surcharge Antitrust Litig.*, No. M 06-1793, MDL No. 1793 (N.D. Cal.)

In approving the notice plan in this litigation that involved a proposed settlement of more than \$200 million for U.S. and U.K. class members, U.S. District Judge Charles Breyer repeatedly praised KNC: “I think the notice is remarkable in this case. . . . This is brilliant. This is the best notice I've seen since I've been on the bench. . . . Turning back to the settlement, again I want to applaud the parties for the notice. I mean it's amazing. You know, it really is good. And I don't know where this person practices, I don't even know that she's a lawyer. But she really did a good job on this announcement, this notice. So thank you very much. . . . And I once again want to express my sincere appreciation of the notice. I mean, I was just extraordinarily impressed. Extraordinarily impressed.” - Hon. Charles Breyer (2008)

*In re Jamster Mktg. Litig.*, MDL 1751, No. 05-cv-0819

“Based on the Motion for Final Approval, the Court finds that the distribution of the Notice and Claim Form were materially implemented to all Class Members in accordance with Federal Rule of Civil Procedure 23(c)(2)(B), with the terms of the Settlement Agreement and the Preliminary Approval Order.” - Hon. Jeffrey T. Miller (2010)

*In re Lawn Mower Engine Horsepower Mktg. & Sales Litig.*, No. 2:08-md-01999 (E.D. Wis.)

“The form, content and manner of notice disseminated to the Class was the best notice practicable under the circumstances, included individual notice to all members of the Class identified through reasonable effort, and constituted due and sufficient notice of the proposed settlement, Settlement Hearing, and related matters. The Notice Plan complied with the Order of Preliminary Approval, the requirements of Fed. R. Civ. P. 23(c) and (e), and applicable standards of due process. Appropriate proof of the mailing of the Postcard Notice and the publication of the Summary Notice has been filed with the Court.” - Hon. Lynn Aderman (2010)

*In re M3Power Razor System Mktg. & Sales*, No. 05-11177, MDL No. 1704 (D. Mass.)

“The form, content, and method of dissemination of the notice give to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and those proceedings to all Persons



entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” - Hon. Douglas Woodlock (2011)

*In re Municipal Derivatives Antitrust Litig.*, No. 08 Civ. 2516, MDL No. 1950 (S.D.N.Y.)

“This notice program fully complied with Fed. R. Civ. P. 23 and the requirements of due process. It provided due and adequate notice to the Class.” - Hon. Victor Marrero (2011)

*In re National Football League Players’ Concussion Injury Litig.*, No. 2:12-md-02323 (E.D. Pa.)

“The content of the Long-Form Notice and Summary Notice satisfy the requirements of Rule 23 and due process. Each was written in plain and straightforward language.... The purpose of the one-page Summary Notice is...to alert Class Members to the suit and direct them to more detailed information. The Summary Notice does exactly that.... [The Long-Form Notice] repeatedly instructs readers to sources that can answer their questions. Like the Summary Notice, the Long-Form Notice contains a banner at the bottom of each page directing those with “Questions?” to call a toll-free support number or visit the Settlement Website.... The Settlement Class Notice clearly described of the terms of the Settlement and the rights of Class Members to opt out or object. [The] notice program ensured that these materials reached those with an interest in the litigation.” – Hon. Anita B. Brody (2015)

*In re Pre-filled Propane Tank Mktg. & Sales Practices Litig.*, MDL No. 2086, No. 09-2086 (W.D. Mo.)

“Counsel verified that the mailing, publication, and affixed notices conformed to the preliminary approval Order. The Court finds that the notice program fully complied with Rule 23 of the Federal Rule of Civil Procedure and the requirements of due process, providing to the Class the best notice practicable under the circumstances.” - Hon. Gary A. Fenner (2010)

*In re The Celotex Corp.*, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.).

“...all counsel should be complimented on the fact that they have gone to every possible conceivable method of giving notice from putting it on TV and advertising it in papers.... the record should also reflect the Court’s appreciation to Ms. Kinsella for all the work she’s done, not only in pure noticing, but ensuring that what noticing we did was done correctly and professionally.” - Hon. Thomas E. Baynes, Jr. (1996)

*In re Western States Wholesale Natural Gas Antitrust Litig.*, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

“This notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process. It provided to the MDL Class the best notice practicable under the circumstances.” - Hon. Philip M. Pro (2007)

*Johns-Manville Corp.* 68 B.R. 618, 626 (Bankr. S.D.N.Y. 1986), *aff’d*, 78 B.R. 407 (S.D.N.Y. 1987), *aff’d sub nom. Kane v. Johns-Manville Corp.* 843 F.2d. 636 (2d Cir. 1988).

In approving the notification plan in the Johns-Manville Bankruptcy Reorganization, the court referred to it as “an extensive campaign designed to provide the maximum amount of publicity ... that was reasonable to expect of man and media.” - Hon. Burton Lifland (1996/1998)



*Keepseagle v. Vilsack*, No. 99–3119 (D.D.C.)

“I’m not going to review in detail the exhaustive notice plan created and implemented by Plaintiffs’ counsel at this time. For those interested, I invite you to examine the several motions on the docket relating to notice with affidavits from Kinsella Media, who class counsel have hired as Notice Administrators.” - Hon. Emmet G. Sullivan (2011)

“In my view, the notice program was excellent and it persuades the Court that the parties worked extremely hard to notify the entire class about the settlement so that as many class members as possible can obtain monetary and other relief under the settlement.” - Hon. Emmet G. Sullivan (2011)

*Lovelis v. Titeflex Corp.*, No. CIV-2004-211 (Ark. 9th Cir. Ct. Clark Co.)

“Accordingly, the Notice as disseminated is finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the Notice campaign described in the Preliminary Approval Order and completed by the Parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions. The Court further finds that the Notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a.) the nature of the action;
- (b.) the definition of the class certified;
- (c.) the class claims, issues or defenses;
- (d.) that a Class Member may enter an appearance and participate in person or through counsel if the member so desires;
- (e.) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and
- (f.) the binding effect of the Final Order and Judgment on Class Members.”

Hon. John A. Thomas (2007)

*Naef v. Masonite Corp.*, No. CV-94-4033 (Ala. Cir. Ct. Mobile County)

“In November, 1997, the Court approved a massive Notice Program to apprise class members of the class action Settlement, including the individually mailed, notices, publication notice and notification by way of other avenues nationally and locally. This Notice Program was designed by recognized experts, approved by the mediator and the Court, and implemented diligently by the parties, at defendants’ cost. It provided the best notice practicable to the Class, comports with due process, and was clearly adequate under Alabama Rule of Civil Procedure 23(e), the United States Constitution, and other applicable law.” - Hon. Robert G. Kendall (1997)

*Yarrington v. Solvay Pharm., Inc.*, No. 09-CV-2261 (D. Minn.)

“Kinsella Media, LLC designed a comprehensive program for providing notice to the Settlement Class, which was approved by the Court on September 18, 2009. It was fully implemented in accordance with the Court’s Order.” - Hon. Richard H. Kyle (2010)



## EDUCATION AND EXPERIENCE

### *Education*

BA and MA from Simmons College, Boston, MA

### *Related Experience*

Senior Vice President, The Kamber Group  
Washington, DC  
1981 - 1993

Prior to establishing her own business, Kinsella was Senior Vice President and Director of Marketing and Advertising for The Kamber Group -- the largest independently owned communications company in Washington, D.C. In that capacity, she handled national advertising, direct mail and marketing clients.

During her twelve years at The Kamber Group, she also served as Director of the Public Affairs Division, which included the firm's public relations, marketing, corporate communications and advertising operations.

Advertising and marketing clients included: American Federation of Government Employees, American Satellite Company, American University, Amnesty International, Consumers United Insurance Company, Diabetes Research Institute, Human Rights Campaign Fund, Huntsman Chemical Company, National Association of Homebuilders, National Cooperative Bank, National Education Association, PEPCO, Polystyrene Packaging Council, United Food and Commercial Workers, Union Labor Life Insurance company, US Committee for UNICEF, World Resources Institute.

## SUPPLEMENTARY BACKGROUND

Kinsella is a former board member of Children of the Americas, a former Trustee of the Washington International School and a past president of the board of Co-op America, a progressive non-profit marketing association she helped found.

Ms. Kinsella is also experienced in small book publishing and marketing and was the associate producer of a documentary film that aired internationally. Earlier in her career, she directed a lecture and performing arts agency in Boston representing such speakers as author Tom Wolfe, Peter Jennings and Dr. Margaret Mead.



# **EXHIBIT B**



## Shannon R. Wheatman, Ph.D.

President  
Kinsella Media, LLC  
2001 Pennsylvania Avenue NW, Suite 300  
Washington, DC 20006  
2010 – Present

Dr. Wheatman specializes in designing, developing, analyzing, and implementing large-scale legal notification plans. She is a court-recognized expert who provides testimony on the best notice practicable. Dr. Wheatman began her class action career in 2000 at the Federal Judicial Center where she was instrumental in the development of model notices to satisfy the plain language amendment to Rule 23. Her plain language expertise was advanced by her education, including her doctoral dissertation on plain language drafting of class action notice and her master's thesis on comprehension of jury instructions. Dr. Wheatman has been involved in over 350 class actions. Her selected case experience includes:

### *Antitrust*

*Allen v. Dairy Farmers of America, Inc.*, No. 5:09-CV-00230-CR (D. Vt.).

*Blessing v. Sirius XM Radio, Inc.*, No. 09-CV-10035 HB (S.D.N.Y.).

*Brookshire Bros. v. Chiquita*, No. 05-CIV-21962 (S.D. Fla.).

*Cipro Cases I and II*, Nos. 4154 and 4220 (Super. Ct. Cal.).

*In re Dynamic Random Memory (DRAM) Antitrust Litig.*, MDL No. 1486 (N.D. Cal.).

*In re Flonase Antitrust Litig.*, No. 08-CV-3301 (E.D. Pa.).

*In re Metoprolol Succinate End-Payor Antitrust Litig.*, No. 06-cv-71 (D. De.).

*In re NYC Bus Tour Antitrust Litig.*, No. 13-cv-0711 (S.D. N.Y.).

*In re Online DVD Rental Antitrust Litig.*, MDL No. 2029 (N.D. Cal.).

*In re TFT-LCD (Flat Panel) Antitrust Litig.*, MDL No. 1827 (N.D. Cal.).

*Roos v. Honeywell Int'l, Inc.*, No. CGC 04-0436205 (Super. Ct. Cal.).

*Sweetwater Valley Farm, Inc. v. Dean Foods*, No. 2:07-CV-208 (E.D. Tenn.).

*The Shane Grp., Inc., v. Blue Cross Blue Shield of Michigan*, No. 2:10-cv-14360 (D. Minn.).

***Consumer and Product Liability***

- Abbott v. Lennox Industries, Inc.*, No.16-2011-CA-010656 (4<sup>th</sup> Jud. Cir. Ct., Dade Cty. Fla).
- Beringer v. Certegy Check Servs., Inc.*, No. 8:07-cv-1434-T-23TGW (M.D. Fla.) (data breach).
- Chaudhri v. Osram Sylvania, Inc.*, No. 2:11-cv-05504 (D.N.J.) (false advertising).
- CSS, Inc. v. FiberNet, L.L.C.*, No. 07-C-401 (Cir. Ct. W. Va.) (telecommunications).
- Donovan v. Philip Morris USA, Inc.*, No. 06-12234 NG (D. Mass.) (medical monitoring).
- FLA Card Servs., N.A. v. Camastro*, No. 09-C-233 (Cir. Ct. W.Va.) (credit card arbitration).
- Glazer v. Whirlpool Corp.*, No. 1:08-WP-65001 (N.D. Ohio)(defective product).
- Grays Harbor v. Carrier Corp.*, No. 05-CIV-21962 (W.D. Wash.) (defective product).
- In re Building Materials Corp. of America Asphalt Roofing Shingle Prods. Liab. Litig.*, No. 8:11- 02000 (D.S.C.) (roofing shingles).
- In re Checking Account Overdraft Litig.*, MDL No. 2036 (S.D. Fla.) (JP Morgan, U.S. Bank, BOA settlements; overdraft fees).
- In re Enfamil LIPIL Mktg. & Sales Practs. Litig.*, No. 11-MD-02222 (S.D. Fla.) (false advertising).
- In re M3Power Razor System Mktg. & Sales Practs. Litig.*, MDL 1704 (D. Mass.) (false advertising).
- In re Netflix Privacy Litig.*, No. 5:11-cv-00379 (N.D. Cal.) (privacy).
- In re Pharm. Industry Average Wholesale Price Litig.*, MDL No. 1456 (D. Mass.) (pharmaceutical).
- In re SCBA Liquidation, Inc., f/k/a Second Chance Body Armor, Inc.*, No. 04-12515 (Bankr. W.D. Mich.) (defective product).
- In re Sony Gaming Networks & Customer Data Security Breach Litig.*, No. 11-MD-2258 (S.D. Cal.) (data breach).
- In re Toyota Motor Corp. Unintended Acceleration Mktg, Sales Practs, & Prods. Litig.*, No. 8:10ML2151 (C.D. Cal.) (unintended acceleration).
- In re Vioxx Products Liab. Litig.*, No. 05-md-01657 (E.D. La) (pharmaceutical).
- In re Wachovia Corp. "Pick-a-Payment" Mortgage Mktg & Sales Practs. Litig.*, No. M:09-CV-2015 (N.D. Cal.) (negative amortization).
- Keilholtz v. Lennox Hearth Prods.*, No. 08-CV-00836 (N.D. Cal.) (defective product).
- Kramer v. B2Mobile, LLC*, No. 10-cv-02722 (N.D. Cal.) (TCPA).
- Lee v. Carter Reed Co., L.L.C.*, No. UNN-L-39690-04 (N.J. Super. Ct.) (false advertising).



*Mirakay v. Dakota Growers Pasta Co., Inc.*, No. 13-cv-4229 (D.N.J.) (false advertising).

*Palace v. DaimlerChrysler*, No. 01-CH-13168 (Cir. Ct. Ill.) (defective product).

*Rowe v. UniCare Life & Health Ins. Co.*, No. 09-cv-02286 (N.D. Ill.) (data breach).

*Spillman v. Domino's Pizza*, No. 10-349 (M.D. La.) (robo-call).

*Trammell v. Barbara's Bakery, Inc.*, No. 3:12-cv-02664 (N.D. Cal.) (false advertising).

*Wolph v. Acer America Corp.*, No. 09-cv-01314 (N.D. Cal.) (false advertising).

### ***Environmental/Property***

*Allen v. Monsanto Co.*, No. 041465 and *Carter v. Monsanto Co.*, No. 00-C-300 (Cir. Ct. W. Va.) (dioxin release).

*Angel v. U.S. Tire Recovery*, No. 06-C-855 (Cir. Ct. W.Va.) (tire fire).

*Cather v. Seneca-Upshur Petroleum Inc.*, No. 1:09-cv-00139 (N.D. W.Va.) (oil & gas rights).

*Ed Broome, Inc. v. XTO Energy, Inc.*, No. 1:09-CV-147 (N.D. W.Va.) (oil & gas rights).

*In re Katrina Canal Breaches Litig.*, No. 05-4182 (E.D. La.) (Hurricanes Katrina and Rita).

*In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, MDL No. 2179 (E.D. La.) (BP oil spill).

*Jones v. Dominion Transmission Inc.*, No. 2:06-cv-00671 (S.D. W.Va.) (oil & gas rights).

*Thomas v. A. Wilbert & Sons, LLC*, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish) (vinyl chloride water contamination).

### ***Government***

*Cobell v. Salazar*, No. 1:96cv01285 (D. D.C.), Depts. of Interior and Treasury.

Countrywide Mortgage Settlement, Department of Justice.

Iovate Settlement, Federal Trade Commission.

National Mortgage Settlement, Attorneys General.

Walgreens Settlement, Federal Trade Commission.

### ***Insurance***

*Beasley v. Hartford Ins. Co. of the Midwest*, No. CV-2005-58-1 (Cir. Ct. Ark.) (homeowners insurance).



*Bond v. Am. Family Ins. Co.*, No. CV06-01249 (D. Ariz) (property insurance).

*Burgess v. Farmers Ins. Co.*, No. 2001-292 (Dist. Ct. Okla.) (homeowners insurance).

*Campbell v. First Am. Title Ins. Co.*, No. 2:08-cv-311-GZS (D. Me.) (title insurance).

*DesPortes v. ERJ Ins. Co.*, No. SU2004CV-3564 (Ga. Super. Ct.) (credit premium insurance).

*Fogel v. Farmers Grp., Inc.*, No. BC300142 (Super. Ct. Cal.) (management exchange fees).

*Guidry v. Am. Public Life Ins. Co.*, No. 2008-3465 (14th Jud. Dist. Ct.) (cancer insurance).

*Gunderson v. F.A. Richard & Assocs., Inc.*, No. 2004-2417-D. (14th Jud. D. Ct. La.) (PPO).

*Johnson v. Progressive Casualty Ins., Co.*, No. CV-2003-513 (Cir. Ct. Ark.) (automobile insurance).

*McFadden v. Progressive Preferred*, No. 09CV002886 (Ct. C.P. Ohio) (UM/UIM).

*Orrill v. Louisiana Citizens Fair Plan*, No. 05-11720 (Civ. Dist. Ct., Orleans Parish) (Hurricane Katrina property insurance).

*Press v. Louisiana Citizens Fair Plan Prop. Ins. Co.*, No. 06-5530 (Civ. Dist. Ct., Orleans Parish) (Hurricane Katrina property insurance).

*Purdy v. MGA Ins. Co.*, No. D412-CV-2012-298 (4<sup>th</sup> Jud. Ct. N. Mex.) (UM/UIM).

*Shaffer v. Continental Casualty Co.*, No. 06-2235 (C.D. Cal.) (long term care insurance).

*Sherrill v. Progressive Northwestern Ins. Co.*, No. DV-03-220 (18th D. Ct. Mont.) (automotive premiums).

*Soto v. Progressive Mountain Ins. Co.*, No. 2002CV47 (Dist. Ct. Mont.) (personal injury insurance).

*Webb v. Liberty Mutual Ins. Co.*, No. CV-2007-418-3 (Cir. Ct. Ark) (bodily injury claims).

### ***Securities***

*In re Municipal Derivatives Antitrust Litig.*, MDL No. 1950 (S.D.N.Y.).

*In re Mutual Funds Inv. Litig.*, MDL No. 1586 (D. Md.) (Allianz Sub-Track).

### ***Canada***

*Bechard v. Province of Ontario*, No. CV- 10-417343 (Ont. S.C.J.) (personal injury).

*Clarke v. Province of Ontario*, No. CV-10-411911 (Ont. S.C.J.) (personal injury).

*Dolmage v. Province of Ontario*, No. CV-09-376927CP00 (Ont. S.C.J.) (personal injury).

*Donnelly v. United Technologies Corp.*, No. 06-CV-320045 CP (Ont. S.C.J.) (defective product).



*Hall v. Gillette Canada Co.*, No. 47521CP (Ont. S.C.J.) (false advertising).

*Wener v. United Technologies Corp.*, 2008 QCCS 6605 (Québec) (defective product).

## Articles and Presentations

Shannon Wheatman & Alicia Gehring, *Mixed Media: A Smarter Approach To Class Action Notice*, Law360.com (June 11, 2015).

Shannon Wheatman, Speaker, *Balancing Due Process and Claims: A Conversation on Strategies to Safeguard Your Settlement*, Plaintiffs' Forum, Rancho Palos Verdes, CA (Apr. 2015).

Joshua Davis, Shannon Wheatman & Cristen Stephansky, *Writing Better Jury Instructions: Antitrust as an Example*, Paper presented at 15th Annual Loyola Antitrust Colloquium, Chicago, IL (Apr. 2015).

Shannon R. Wheatman, Speaker, *Can Competition Concepts Be Made Comprehensible To Juries (And Judges)*, American Antitrust Institute's Business Behavior & Competition Policy in the Courtroom: Current Challenges for Judges, Stanford, CA (Aug. 2014).

Shannon R. Wheatman, Webinar Speaker, *Crafting Class Settlement Notice Programs: Due Process, Reach, Claims Rates, and More*, Strafford Publications (Feb. 2014).

Shannon R. Wheatman, *Cutting Through the Clutter: Eight Tips for Creatively Engaging Class Members and Increasing Response*, CLASS ACTION LITIGATION REPORT, 15 CLASS 88 (Jan. 24, 2014).

Shannon Wheatman & Michelle Ghiselli, *Privacy Policies: How To Communicate Effectively with Consumers*, International Association of Privacy Professionals (2014).

Shannon R. Wheatman, Speaker, *Report on Model Jury Instructions in Civil Antitrust Cases, Presentation*, American Antitrust Institute's 7th Annual Private Antitrust Enforcement Conference, Washington, DC (Dec. 2013).

Shannon R. Wheatman, Speaker, *Class Action Notice, Reach & Administration*, CLE International's 9th Annual Class Action Conference, Washington, DC (Oct. 2013).

Shannon R. Wheatman, *Ensuring Procedural Fairness Through Effective Notice*, in NATIONAL CONFERENCE ON CLASS ACTIONS: RECENT DEVELOPMENTS IN QUÉBEC, IN CANADA AND IN THE UNITED STATES 83-99 (Yvon Blais ed., 2013).



Shannon R. Wheatman, Speaker, *Class Action Developments and Settlements*, 18<sup>th</sup> Annual Consumer Financial Services Institute, New York, New York (Apr. 2013).

Shannon R. Wheatman, Speaker, *Recent Trends in Class Actions in the United States*, National Conference on Class Actions: Recent Developments in Québec, in Canada and in the United States, Montreal, Canada (Mar. 2013).

Shannon R. Wheatman, Speaker, *Report on Model Jury Instructions in Civil Antitrust Cases, Presentation*, American Antitrust Institute's 6th Annual Private Antitrust Enforcement Conference, Washington, DC (Dec. 2012).

Shannon R. Wheatman & Katherine M. Kinsella, *International Class Action Notice*, in *WORLD CLASS ACTION: A GUIDE TO GROUP AND REPRESENTATIVE ACTIONS AROUND THE GLOBE* 673-686 (Paul Karlsodt ed., 2012).

Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, in *PRIVATE ENFORCEMENT OF ANTITRUST LAW IN THE UNITED STATES: A HANDBOOK* 338-348 (Albert A. Foer & Randy M. Stutz eds., 2012).

Shannon R. Wheatman, Webinar Speaker, *Class Action Notice Requirements: Challenges for Plaintiffs and Defendants*, Strafford Publications (July 2012).

Shannon R. Wheatman, Webinar Speaker, *How to Craft Plain Language Privacy Notices*, Int'l Assoc. of Privacy Professionals (Oct. 2011).

Shannon R. Wheatman, Speaker, *Improving Take-Up Rates in Class Actions*, The Canadian Institute's 12<sup>th</sup> Annual National Forum on Class Actions, Ontario, Canada (Sept. 2011).

Shannon R. Wheatman & Terri R. LeClercq, *Majority of Publication Class Action Notices Fail to Satisfy Rule 23 Requirements*, 30 REV. LITIG. 53 (2011).

Shannon R. Wheatman & Terri R. LeClercq, *Majority of Publication Class Action Notices Fail to Satisfy Rule 23 Requirements*, CLASS ACTION LITIGATION REPORT, 12 CLASS 560, (June 24, 2011).

Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, in *THE INTERNATIONAL PRIVATE ENFORCEMENT OF COMPETITION LAW* 264-274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010).



Shannon R. Wheatman, Speaker, *Majority of Publication Class Action Notices Fail to Satisfy Plain Language Requirements*, Clarity International Conference, Lisbon, Portugal (Oct. 2010).

Shannon R. Wheatman, Webinar Speaker, *Class Action Notification With Electronic Media: Emerging Legal Issues*, Stratford Publications (Sept. 2010).

Shannon R. Wheatman & Thomas E. Willging, *Does Attorney Choice of Forum in Class Action Litigation Really Make a Difference?* 17 CLASS ACTIONS & DERIVATIVES SUITS 1 (2007).

Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006).

Thomas E. Willging & Shannon R. Wheatman, *Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make?* NOTRE DAME L. REV., 81 (2), 101, 161 (2006).

Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform.* GEO. J. LEGAL ETHICS, 18 (4), 1359-1382 (2005).

Thomas E. Willging & Shannon R. Wheatman, *An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation.* FEDERAL JUDICIAL CENTER (2005).

Elizabeth C. Wiggins & Shannon R. Wheatman, *So what's a concerned psychologist to do? Translating the research on interrogations, confessions, and entrapment into policy*, in INTERROGATIONS, CONFESSIONS AND ENTRAPMENT 265–280 (G. Daniel Lassiter ed., 2004).

Thomas E. Willging & Shannon R. Wheatman, *Attorneys' Experiences and Perceptions of Class Action Litigation in Federal and State Courts. A Report to the Advisory Committee on Civil Rules Regarding a Case Based Survey.* FEDERAL JUDICIAL CENTER (2003).

Shannon R. Wheatman, *Survey of Bankruptcy Judges on Effectiveness of Case-Weights.* FEDERAL JUDICIAL CENTER (2003).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Judicial Evaluation of Bankruptcy Judges.* FEDERAL JUDICIAL CENTER (2003).



Robert Niemic, Thomas Willging, & Shannon Wheatman, *Effects of Amchem/Ortiz on Filing of Federal Class Actions: Report to the Advisory Committee on Civil Rules*. FEDERAL JUDICIAL CENTER (2002).

Shannon Wheatman, Robert Niemic & Thomas Willging, *Report to the Advisory Committee on Civil Rules: Class Action Notices*. FEDERAL JUDICIAL CENTER (2002).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Implementation of Selected Amendments to Federal Rule of Civil Procedure 26 by United States Bankruptcy Courts*. FEDERAL JUDICIAL CENTER (2001).

Shannon R. Wheatman & David R. Shaffer, *On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate*. LAW & HUM. BEH., 25(2), 165, 181(2001).

Shannon R. Wheatman, *Distance Learning in the Courts*. FEDERAL JUDICIAL CENTER (2000).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* PSYCHOL. PUB. POL'Y & L., 6, 655, 676 (2000).

## **Court Testimony**

*State v. Farmer Group Inc.*, No. D-1-GV-02-002501 (D. Ct. Tex., Travis County).

*Scharfstein v. BP West Coast Products, LLC*, No. 1112-17046 (Cir. Ct. Ore.).

*Spillman v. Domino's Pizza*, No. 10-349 (M.D. La.)

*PRC Holdings LLC v. East Resources, Inc.*, No. 06-C-81 (Cir. Ct. W. Va.).

*Guidry v. Am. Public Life Ins. Co.*, No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish).

*Webb v. Liberty Mutual Ins. Co.*, No. CV-2007-418-3 (Cir. Ct. Ark).

*Beasley v. The Reliable Life Ins. Co.*, No. CV-2005-58-1 (Cir. Ct. Ark).

## **Depositions**

*Hale v. CNX Gas Company, LLC*, No. 10-CV-59 (W.D. Va.).

*Thomas v. A. Wilbert Sons, LLC*, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

## **Judicial Comments**



*In re Sony Gaming Networks & Customer Data Security Breach Litig.*, No. 11-MD-2258 (S.D. Cal.)

"The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." – Hon. Anthony J. Battaglia (May 4, 2015)

*The Shane Grp., Inc., v. Blue Cross Blue Shield of Michigan*, No. 2:10-cv-14360 (D. Minn.)

"The notice to Settlement Class Members consisted of postcard notices to millions of potential class members, as well as advertisements in newspapers and newspaper supplements, in People magazine, and on the Internet... The Court finds that this notice...was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; and...fully complied with due process principles and Federal Rule of Civil Procedure 23." – Hon. Denise Page Hood (March 31, 2015)

*Mirakay v. Dakota Growers Pasta Co., Inc.*, No. 13-cv-4229 (D. N.J.)

"Having heard the objections made, the Court is unimpressed with the Objectors argument that there was somehow insufficient notice . . . This notice program has fully informed members of their rights and benefits under the settlement, and all required information has been fully and clearly presented to class members. Accordingly, this widespread and comprehensive campaign provides sufficient notice under the circumstances, satisfying both due process and Rule 23 and the settlement is therefore approved by this Court." – Hon. Joel A. Pisano (Oct. 20, 2014)

*In re Dynamic Random Memory Antitrust Litig.*, MDL No. 1486 (N.D. Cal.)

"The Court confirms its prior findings that the Notices given pursuant to the Preliminary Approval Order were the best notice practicable under the circumstances. The Court further confirms its prior findings that said notices provided due, adequate, and sufficient notice of these proceedings and of the matters set forth herein, including the proposed settlements set forth in the Settlement Agreements, and that said notice fully satisfied the requirements of due process, the Federal Rules of Civil Procedure, and all applicable state laws." – Hon. Phyllis J. Hamilton (June 27, 2014)

*Trammell v. Barbara's Bakery, Inc.*, No. 12-cv-02664 (N.D. Cal.)

"The Class Notice, the Summary Settlement Notice, the website, the toll-free telephone number, all other notices in the Settlement Agreement, the Declaration of the Notice Administrator, and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to



apprise Class Members of the pendency of the Action, the terms of the settlement, and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. §1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices." – Hon. Charles R. Breyer (2013).

*Spillman v. Dominos Pizza, LLC.*, No. 10-349 (M.D. La.)

"At the fairness hearing notice expert Wheatman gave extensive testimony about the design and drafting of the notice plan and its implementation, the primary goal of which was to satisfy due process under the applicable legal standards...Wheatman, who has extensive experience developing plain-language jury instructions, class action notices and rules of procedure, testified that the notice was composed at a ninth grade reading level because many adults read below a high school level." – Hon. Stephen C. Riedlinger (2013).

*In re Metoprolol Succinate End-Payor Antitrust Litig.*, No. 06-cv-71 (D. Del.)

"In accordance with the Preliminary Approval Order, notice of the proposed Settlement and Plan of Allocation has been provided to the Class in the manner directed by the Court. See Wheatman Dec. Such notice to members of the Class is hereby determined to be fully in compliance with requirements of Fed. R. Civ. P. 23(e) and due process of law and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all persons and entities entitled thereto." – Hon. Mary Pat Thyng (2013).

*PRC Holdings, LLC v. East Resources, Inc.*, No. 06-C-81(E) (W.Va. Cir. Ct., Roane County).

"Notice was uniquely effective in this action because East's records of their leases allowed the Claims Administrator to provide individual notice by mail to most Class Members." - Hon. Thomas C. Evans, III (2012).

*Kramer v. B2Mobile, LLC*, No. 10-cv-02722 (N.D. Cal.).

"The Court approved Notice Plan to the Settlement Classes . . . was the best notice practicable under the circumstances, including comprehensive nationwide newspaper and magazine publication, website publication, and extensive online advertising. The Notice Plan has been successfully implemented and satisfies the requirements of Federal Rule of Civil Procedure 23 and Due Process." - Hon. Claudia A. Wilken (2012).

*Cather v. Seneca-Upshur Petroleum, Inc.*, No. 1:09-CV-00139 (N.D. W. Va.).



“The Court finds that Class Members have been accorded the best notice as is practical under the circumstances, and have had the opportunity to receive and/or access information relating to this Settlement by reading the comprehensive written notice mailed to them . . . or by reading the published Notice in the local newspapers . . . The Court further finds that the Notice provided to the members of the Settlement Class had been effective and has afforded such class members a reasonable opportunity to be heard at the Final Fairness Hearing and to opt-out of the subject settlement should anyone so desire.” – Hon. Irene M. Keeley (2012).

*In re Checking Account Overdraft Fee Litig.*, No. 1:09-md-2036 (S.D. Fla.) (JP Morgan Settlement)

“The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was “reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Chase was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so.” - Hon. James Lawrence King (2012).

*In re Netflix Privacy Litig.*, No. 5:11-cv-00379 (N.D. Cal.)

“The Notice Plan and the intent of the forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B through E to the Wheatman Declaration are approved pursuant to subsections (c)(2)(B) and (ed) of Federal Rule of Civil Procedure 23.” - Hon. Edward J. Davila (2012)

*Purdy v. MGA Ins. Co.*, No. D412-CV-2012-298 (N.M. 4th Jud. Dist. Ct.)

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . [T]he Notice also contained a clear and concise Claim Form, and a described a clear deadline and procedure for filing of Claims. Notice was directly mailed to all Class Members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable.” – Hon. Eugenio Mathis (2012).

*Blessing v. Sirius XM Radio Inc.*, No 09-CV-10035 HB (S.D.N.Y.).

“The Court finds that the distribution of the Notice and the publication of the Publication Notice . . . constituted the best notice reasonably practicable under the circumstances . . . was reasonably calculated . . . constituted due, adequate, and sufficient notice to all Class members who could be identified with reasonable efforts; and . . . satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of



2005, 28 U.S.C. § 1715, R 23.1 of the Local Civil Rules of the United States District Court for the Southern District of New York, and all other applicable law and rules.” - Honorable Harold Baer, Jr. (2011).

*Fogel v. Farmers Grp., Inc.*, No. BC300142 (Super. Ct. Cal.).

“The Court further finds and confirms that the Individual Notice (including the Proof of Claim), the Summary Notice, the reminder postcard, and the notice methodology: (a) constituted the best practicable notice . . . ; (b) constituted noticed that was reasonably calculated under the circumstances to apprise potential Class Members . . . ; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice, and (d) met all applicable requirements of California law . . . .” - Hon. Laura Evans (2011).

*In re Enfamil LIPIL Mktg. & Sales Practs. Litig.*, No. 11-MD-02222 (S.D. Fla.)

“The Court finds that the Class Notice provided to Class Members, in the form and manner of distribution described above, constitutes the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rules of Civil Procedure, Rule 23, the requirements of due process, and any other applicable law. The declarations filed with the Court demonstrate that the Parties have fully complied with the Court's Preliminary Approval Order (as amended by Order dated April 1, 2011) and that the best notice practicable under the circumstances was in fact given to Class Members.” - Hon. James I. Cohn (2011).

*Keilholtz v. Lennox Hearth Prods.*, No. 08-CV-00836 (N.D. Cal.)

“Notice has been provided to the Settlement Class of the pendency of the Actions, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that said notice and the related Notice Plan provided for the best notice practicable under the circumstances to all Persons entitled to such notice and fully satisfied the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure and the requirements of due process.” - Hon. Claudia Wilken (2011).

*Rowe v. UniCare Life and Health Ins. Co.*, No. 09-CV-02286 (N.D.Ill.)

“The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” – Hon. William J. Hibbler (2011).



*Thomas v. A. Wilbert & Sons, LLC*, 55,127 (La. 18th Jud. Dist. Ct., Iberville Parish).

“[N]otices complied with all requirements of the federal and state constitutions, including the due process clauses, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Thomas Subclass.” – Hon. Jerome M. Winsberg (2011).

*In re M3Power Razor System Mktg. & Sales Pract. Litig.*, MDL 1704 (D. Mass).

“The form, content, and method of dissemination of the notice given to the Settlement Class was adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” - Hon. Douglas P. Woodlock (2011).

*Soto v. Progressive Mountain Ins. Co.*, No. 2002CV47 (Dist. Ct. Colo.).

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . Finally, the Notice also contained a clear and concise Claim Form, and described a clear deadline and procedure for filing of claims. . . . Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable.” - Hon. J. Steven Patrick (2010).

*Press v. Louisiana Citizens Fair Plan Prop. Ins. Co.*, No. 06-5530 (Civ. Dist. Ct., Orleans Parish).

“This notice methodology . . . constitutes reasonable and best practicable notice . . . constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and . . . meets the requirements of the United States Constitution, Louisiana law, the Federal Rules of Civil Procedure and any other applicable rules of the Court . . .” - Hon. Sidney H. Cates, IV (2010).

*In re Katrina Canal Breaches*, No. 05-4182 (E.D. La.).

“The notice here was crafted by Shannon Wheatman, Ph.D., whose affidavit was received as evidence. . . The entire notice was drafted in plain, comprehensible language . . . The Court finds this notice adequately reached the potential class.” - Hon. Stanwood R. DuVal, Jr. (2009).

*Jones v. Dominion Transmission Inc.*, No. 2.06-cv-00671 (S.D. W. Va.)

“The Parties’ notice expert Shannon R. Wheatman, Ph.D. . . testified that in this case . . . that the mailed notices reached approximately 95.4 percent of the potential class . . . I HOLD that personal jurisdiction exists over the Class Members because notice was reasonable and afforded the Settlement



Class an opportunity to be heard and to opt out.” - Hon. Joseph R. Goodwin (2009).

*Guidry v. Am. Public Life Ins. Co.*, No. 2008-3465 (14th Jud. Dist. Ct.).

“The facts show that the notice plan . . . as adequate to design and implementation . . . Dr. Shannon R. Wheatman, a notice expert, also testified at the fairness hearing as to the sufficiency of the notice plan. Dr. Wheatman testified that the notice form, content, and dissemination was adequate and reasonable, and was the best notice practicable.” - Hon. G. Michael Canaday (2008).

*Webb v. Liberty Mutual Ins. Co.*, (March 3, 2008) No. CV-2007-418-3 (Cir. Ct. Ark).

“Ms. Wheatman’s presentation today was very concise and straight to the point . . . that’s the way the notices were . . . So, I appreciate that . . . Having admitted and reviewed the Affidavit of Shannon Wheatman and her testimony concerning the success of the notice campaign, including the fact that written notice reached 92.5% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class members who had an earlier opportunity to request exclusion but failed to do so . . . The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.” - Hon. Kirk D. Johnson (2008).

*Sherrill v. Progressive Northwestern Ins. Co.*, No. DV-03-220 (18th D. Ct. Mont.).

“Dr. Wheatman’s affidavit was very informative, and very educational, and very complete and thorough about the process that was undertaken here. . . So I have reviewed all of these documents and the affidavit of Dr. Wheatman and based upon the information that is provided . . . and the significant number of persons who are contacted here, 90 percent, the Court will issue the order.” - Hon. Mike Salvagni (2008).

*Shaffer v. Continental Casualty Co.*, No. 06-2235 (C.D. Cal.).

“The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement, as described in part in the Declarations of . . . Shannon Wheatman . . . constituted the best practicable notice. . . was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.” - Hon. Philip S. Gutierrez (2008).

*Gray’s Harbor v. Carrier Corp.*, No. 05-05437(W.D. Wash.).

“The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the proceedings and of the matters set forth therein, and that it



fully satisfied all applicable requirements of law and due process.” - Hon. Ronald B. Leighton (2008).

*Beringer v. Certegy Check Servs., Inc.*, No. 8.07-cv-1434-T-23TGW (M.D. Fla.).

“The proposed form of notice and plan for publishing are reasonable and designed to advise members of the Settlement class of their rights . . . A nationally recognized notice specialist, Hilsoft Notifications, has developed the comprehensive Notice Plan. Here, Notice is reasonably calculated to reach the maximum number of potential Settlement Class Members and, thus, qualifies as the best notice practicable. The Notice Plan here is designed to reach the maximum number of Class Members, and it is Plaintiffs’ goal to reach at least 80% of the Class—an extraordinary result in consumer class action litigation.” - Hon. Steven D. Merryday (2008).

*Palace v. DaimlerChrysler Corp.*, No. 01-CH-13168 (Cir. Ct. Ill.).

“The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process . . .” –Hon. Mary Anne Mason (2008).

*Johnson v. Progressive Casualty Ins., Co.*, No. CV-2003-513 (Cir. Ct. Ark.).

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated . . . Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable . . . The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.” - Hon. Carol Crafton Anthony (2007).

*Beasley v. The Reliable Life Ins. Co.*, No. CV-2005-58-1 (Cir. Ct. Ark.).

“[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process . . . So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.” - Hon. Joe Griffin (2007).

## Education and Experience



### ***Education***

Ph.D., Social Psychology, 2001; The University of Georgia, Athens, GA

Dissertation Title: *The effects of plain language drafting on layperson's comprehension of class action notices.*

M.S., Social Psychology, 1999; The University of Georgia, Athens, GA

Thesis Title: *Effects of verdict choice, dispositional instructions, opportunity to deliberate, and locus of control on juror decisions in an insanity case.*

M.L.S., Legal Studies, 1996; The University of Nebraska-Lincoln, Lincoln, NE

B.A., Psychology, 1993; Millersville University of Pennsylvania, Millersville, PA

Honor's Thesis Title: *The effects of inadmissible evidence and judicial admonishment in individual versus group decisions in a mock jury simulation.*

### ***Related Experience***

Hilsoft Notifications

Souderton, PA

2004-2009

Dr. Wheatman was the Vice President (2006-2009) and Notice Director (2004-2009) at Hilsoft Notifications, a legal notification firm.

Federal Judicial Center

Washington, DC

2000-2004

Dr. Wheatman was a Research Associate at the Federal Judicial Center. The Federal Judicial Center is the education and research agency for the Federal Courts. The Research Division performs empirical and explanatory research on federal judicial processes and court management. Dr. Wheatman worked with the Civil Rules Advisory Committee on a number of class action studies and with the Bankruptcy Administration Committee on judicial evaluations.

### ***Supplementary Background***

Dr. Wheatman has a strong statistical background, having completed nine graduate level courses as well



as teaching undergraduate statistics at the University of Georgia. She is also a member of several plain language organizations, including the Center for Plain Language, Clarity, and Scribes.



# **EXHIBIT C**



**NOTICE PROGRAM**

*In re Automotive Parts Antitrust Litigation*

No. 12-md-02311

United States District Court  
for the Eastern District of Michigan

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### **EXHIBITS**

- Exhibit 1 – Newspaper Supplement List of Newspapers
- Exhibit 2 – Advertising.com Sample Properties & Websites
- Exhibit 3 – Conversant Sample Properties & Websites
- Exhibit 4 – Specific Media Sample Properties & Websites
- Exhibit 5 – Xaxis Sample Properties & Websites
- Exhibit 6 – Detailed Notice
- Exhibit 7 – Publication Notice

## FIRM OVERVIEW

Kinsella Media, LLC (“Kinsella”) is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

Kinsella has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 800 notification programs and placed over \$350 million in paid media notice.

Kinsella develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court and ensures all notice materials are in “plain language” and fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and comparable state guidelines.

## CASE BACKGROUND: SITUATION ANALYSIS

Kinsella developed a Notice Program for several Settlements in *In re Automotive Parts Antitrust Litigation*. The lawsuits claim that the largest suppliers of auto parts globally and in the United States agreed to fix and artificially raise the price of certain auto parts. As a result, consumers and businesses may have paid more than was necessary.

Two automotive parts manufacturers and their affiliates have agreed to Settlements resolving claims that they fixed the price of certain auto parts (the “Settling Defendants”). The Settling Defendants include:

- Hitachi Automotive Systems, Ltd. (“HIAMS”), and
- T.RAD Co., Ltd. and T.RAD North America, Inc. (together, “T.RAD”).

Generally, Class Members are included in the Settlements if, from 2000 to 2015, they: (1) bought or leased a qualifying new motor vehicle in the U.S. for their own use and not for resale, or (2) paid to replace an eligible motor vehicle part in their vehicle. Qualifying new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles. The Settlements provide monetary recovery (“damages”) for consumers and businesses in 30 states and the District of Columbia. The Settlements also include Settling Defendants’ cooperation in the ongoing litigations. The Settling Defendants have also agreed not to engage in the conduct that is the subject of the lawsuits.

The Statewide Damages Classes that may be eligible for monetary recovery include consumers in the District of Columbia and the following states: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

Paid and earned media is necessary to reach unidentified Class Members.

## NOTICE PROGRAM OVERVIEW: **PROGRAM COMPONENTS**

This Notice Program outlines procedures to provide notice of the above referenced Settlements of *In re Automotive Parts Antitrust Litigation* as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

Based on information provided by Plaintiffs' Counsel, the results of research on Class Members and their response to media, and the media habits of the target audience, Kinsella recommends the following notice program.

- **PAID MEDIA-BASED NOTICE:** Kinsella recommends paid media notice comprised of print publications and Internet that will reach Class Members, including:
  - Consumer magazines, newspaper supplements, a national newspaper, trade publications, and
  - Internet banner ads on multiple networks, hundreds of targeted websites, and a fleet association website.
  
- **EARNED & SOCIAL MEDIA:** Kinsella recommends amplifying paid media notice efforts with earned media, including:
  - Media Outreach,
  - Multimedia News Release,
  - Statewide Press Releases, and
  - Keyword Search Advertising.

To complement the Notice Program and ensure Class Members' easy access to updated information, Kinsella recommends a dedicated informational website.

## PAID MEDIA PROGRAM

To reach Class Members, Kinsella recommends using measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message.

When considering which media to use for this case, Kinsella evaluated the media consumption habits of the following target audience: Adults 18 years of age and older who currently own or lease a new motor vehicle (“New Vehicle Owners/Lesseees”).

Based on data regarding the target audience’s media consumption, Kinsella researched the most appropriate media outlets that would be best for this case. Kinsella reviewed available consumer magazines and newspaper supplements for reach of the target audience. Magazine, newspaper supplement, newspaper, and Internet advertising will provide an efficient plan to reach New Vehicle Owners/Lesseees.

The Settlement Classes also include businesses, specifically fleet owners. As noted below, fleet owners are not measured in the survey data used to review media consumption habits. However, supplemental paid media (national newspaper, trade publication, and Internet advertising) is included in the Notice Program to reach fleet owners.

## PAID MEDIA PLACEMENTS SUMMARY

The following list provides a brief summary of Kinsella’s recommended media placements in this case. More detailed information about each publication and its applicability to the target audience in this case appears below.

### PRINT PUBLICATIONS

#### Newspaper Supplements

- *American Profile*
- *Parade*

#### Consumer Magazines

- *Field & Stream*
- *National Geographic*
- *People*
- *Reader’s Digest*
- *Southern Living*
- *Woman’s Day*

#### Newspaper

- *Wall Street Journal*

### **Trade Publications**

- *Auto Rental News*
- *Automotive Fleet*

## **ONLINE MEDIA**

### **Internet Banner Ads**

- Advertising.com
- Conversant
- Facebook.com
- Specific Media
- Xaxis
- National Association of Fleet Administrators website ([www.nafa.org](http://www.nafa.org))

### **Keyword Search**

- Google (includes search partners)
- Bing (includes search partners)

## **PAID MEDIA METHODOLOGY**

Kinsella notice programs directed to Class Members: (1) identify the demographics of Class Members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field." *Kumho*, 526 U.S. at 152. That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, Kinsella employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of Class Members is the first step when designing the paid media program. Kinsella chooses media outlets based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures the selected media against the target audience to quantify the reach of the media program and frequency of exposure to the media. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated percentage of a target audience that is exposed one or more times through a specific media outlet or combination of media outlets within a given period.
- **Frequency** is the estimated average number of opportunities an audience member has to see the notice.

## TARGET AUDIENCE: SELECTION METHODOLOGY

To develop a profile of the demographics and media habits of potential Class Members, Kinsella analyzed syndicated data available from GfK MRI's *2014 Doublebase Study*.<sup>1</sup>

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited media and market research firm, it provides information to magazines, television, radio, Internet, other media, leading national advertisers, and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data is widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as print readership for Adults 18 years and older in the U.S. (“US Adults 18+”). Data is not collected on people under the age of 18.

Kinsella will purchase and measure media against the following primary target:

- Adults 18 years of age and older who own or lease a new motor vehicle (“New Vehicle Owners/Lessees”)

The Settlement Classes are made up of individual car owners/lessees as well as fleet owners. As discussed, New Vehicle Owners/Lessees are measured in GfK MRI; however, fleet owners are not measured in the survey data. Kinsella believes that the target audience of New Vehicle Owners/Lessees

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<sup>1</sup> Since 1979, GfK MRI's *Survey of the American Consumer* has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and the products they use. Participants in the survey are identified by age, occupation, income, education, and where they live, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6,000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by demographics and account for and compare the size and make-up of media audiences. The *Doublebase Study* consists of two years of *Survey of the American Consumer* data. (GfK MRI was known until mid-2010 as Mediamark Research & Intelligence or MRI).

*In re Automotive Parts Antitrust Litigation*

is appropriate for all of the Classes because it is highly likely that fleet owners personally purchased or leased a new motor vehicle during the relevant class periods. However, business publications (newspaper and trade publications) and Internet advertising (on a fleet association website) included in the plan will specifically target fleet owners.

## DEMOGRAPHICS

Based on GfK MRI data, the table below outlines the demographics of New Vehicle Owners/Lesseees and the demographics of adults 18 years and older (“Adults 18+”) for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	NEW VEHICLE OWNERS/LESSEES
<b>Gender</b>		
Male	48.3%	48.5%
Female	51.7%	51.5%
<b>Age</b>		
18-24	12.8%	10.3%
25-34	17.7%	14.8%
35-44	17.0%	16.6%
45-54	18.7%	19.9%
55-64	16.1%	18.4%
65+	17.7%	20.1%
<b>Education</b>		
Graduated/Attended College	56.9%	65.7%
Graduated High School	30.0%	26.3%
<b>Household Income<sup>2</sup></b>		
Under \$20,000	13.9%	5.3%
\$20,000 - \$39,999	19.4%	13.5%
\$40,000 - \$59,999	16.7%	16.0%
\$60,000 - \$74,999	10.7%	11.5%
\$75,000+	39.3%	53.8%
\$100,000+	26.1%	36.9%
<b>Ethnicity<sup>3</sup></b>		
Caucasian	75.6%	81.6%
African-American	12.2%	7.8%
Hispanic	14.7%	11.9%
Asian	3.0%	3.6%
Other	9.8%	7.7%
<b>Location<sup>4</sup></b>		

<sup>2</sup> The total percentages listed do not equal exactly 100% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

<sup>3</sup> The GfK MRI *Doublebase Study* allows for multi-classification of an individual’s ethnicity. Therefore, the sum of all ethnicities may be greater than 100%.

<sup>4</sup> A Counties, as defined by A.C. Nielsen Company (“Nielsen”), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. B Counties, as defined by Nielsen, are all counties not included under A that have either a

DEMOGRAPHICS	ADULTS 18+	NEW VEHICLE OWNERS/LESSEES
A & B Counties (Metro)	71.5%	75.1%
C & D Counties (Rural)	28.5%	25.0%

Based on this information, the demographics of New Vehicle Owners/Lessees include:

- 58.3% are adults 45 years of age or older
- 65.7% have graduated or attended college
- 65.2% have a household income of \$60,000 or more
- 75.1% live in metro counties

## MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

Kinsella notice plans focus on the media types used most often by the target audiences. To examine their media habits, Kinsella compares the target audience's media usage to that of the average adult 18 years of age and older ("Adults 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audience's top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	NEW VEHICLE OWNERS/LESSEES
<b>Magazine</b>		
Quintile 1	100	103

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population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. C Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. D Counties are, essentially, rural counties.

<b>MEDIA</b>	<b>ADULTS 18+</b>	<b>NEW VEHICLE OWNERS/LESSEES</b>
Quintile 2	100	108
<b>Newspaper</b>		
Quintile 1	100	118
Quintile 2	100	96
<b>Radio</b>		
Quintile 1	100	92
Quintile 2	100	104
<b>Television</b>		
Quintile 1	100	86
Quintile 2	100	102
<b>Internet</b>		
Quintile 1	100	100
Quintile 2	100	109

This information indicates that New Vehicle Owners/Lessee's are average to above average consumers of magazines, newspapers, and Internet.

## **MEDIA SELECTION**

In a fragmented media landscape, a multimedia plan can increase coverage to reach our target audience ("New Vehicle Owners/Lessee's") because it gives them more opportunities to be exposed to the message.

Kinsella evaluated the proposed media campaign by considering the most appropriate media to convey the message. Planning in today's media environment is complex given the many choices consumers and businesses have to obtain information. Each media type offers specific benefits in communication. A mix of media types allows us to take advantage of these complementary tactics.

Like the overall U.S. population, New Vehicle Owners/Lessee's are made up of individuals with diverse characteristics and interests (*see* Demographics Section). The person who buys a BMW M5 is different than the person who buys a Toyota Sienna – their income, lifestyle, and media choices differ. Therefore, media must effectively and efficiently reach all members of these Classes. In this proposed Notice Program, Kinsella considered the Program's objectives and determined that a media mix including print and Internet advertising was the most appropriate approach.

Kinsella looked at the different age segments of New Vehicle Owners/Lessee's to better understand their media habits. As the chart below shows, Kinsella used different magazines and websites to reach various sub-groups of New Vehicle Owners/Lessee's. Online networks will deliver the notice across a wide variety of sites to a broad range of ages. While online efforts will allow us to reach the younger segment, Adults 18-34, it will also reach Adults who are 35 years of age or older as well.

<b>MEDIA</b>	<b>PRIMARY TARGET</b>	<b>COMPOSITION*</b>	<b>MEDIAN AGE</b>
Newspaper Supplements	Adults 55+	57.1%	58
<i>Field &amp; Stream</i>	Men 25+	43.9%	50
<i>National Geographic</i>	Adults 25+	47.9%	52
<i>People</i>	Women 25+	47.4%	50
<i>Reader's Digest</i>	Adults 50+	49.5%	59
<i>Southern Living</i>	Women 45+	53.2%	57
<i>Woman's Day</i>	Women 35+	49.3%	58
<i>The Wall Street Journal</i>	Business/High Income	5.4%	53
<i>Auto Rental News</i>	Businesses	Not Measured	Not Measured
<i>Automotive Fleet</i>	Businesses	Not Measured	Not Measured
Online Usage	Adults 18+	47.5%	48

\*Read: 57.1% of all Newspaper Supplement (*Parade* and *American Profile*) readers own or lease a new car.

These publications were selected for a variety of reasons, including appropriateness for the target audience and capability of cost-effective reach. *Parade* and *American Profile*, due to their massive circulation, are among the highest reaching publications against the target audience, providing an opportunity for a large number of New Vehicle Owners/Lesseees to see the Notice. A majority of the readers of *Field & Stream*, *National Geographic*, *People*, *Reader's Digest*, *Southern Living*, and *Woman's Day* are New Vehicle Owners/Lesseees. *The Wall Street Journal*, *Auto Rental News*, and *Automotive Fleet* were included to reach business readers and fleet owners. In combination with their high reach capabilities, the selected publications deliver a very cost-effective reach against New Vehicle Owners/Lesseees.

## PAID MEDIA PLACEMENTS: NEWSPAPER SUPPLEMENTS

*American Profile* and *Parade* are newspaper supplements that are inserted into weekend or Sunday editions of newspapers nationwide. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, Kinsella selected newspaper supplements because of their cost-effective reach of the target audience.

*American Profile* appears in 1,035 newspapers, and *Parade* appears in 750 newspapers. There is a small amount of overlap, as some newspapers carry more than one supplement, so these numbers are not cumulative. *Parade* reaches every major media market in the country. The selected supplements provide coverage in all 50 states and the District of Columbia. A list of the newspapers into which the selected supplements are inserted is attached as **Exhibit 1**.

Kinsella recommends the following newspaper supplement placements:

## AmericanProfile

- A Digest-page ad (4.562" x 6.562") in *American Profile* with an estimated circulation of 6,000,000.
- *American Profile* is published bi-weekly and a rural-focused newspaper supplement. The magazine provides content on the people, places, and experiences of hometowns across the country.

## PARADE

- A 2/5-page ad (4.562" x 6.562") in *Parade* with an estimated circulation of 22,000,000.
- *Parade* is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.

## CONSUMER MAGAZINES

Most adults read one or more magazines during an average month, and nearly three out of five adults read or look at a magazine daily. Heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers. Kinsella chose the specific consumer magazines listed below because they are among the highest ranking in coverage of the target audience.

Kinsella recommends the following consumer magazine placements:

## FIELD & STREAM

- A half-page ad (7" x 5") in *Field and Stream* with an estimated circulation of 1,200,000.
- *Field and Stream* is published 11 times a year and covers the outdoor lifestyle on fishing and hunting. Editorial content also covers motor vehicles, products, and gear, and emphasizes sporting ethics, conservation, and environmental issues.



*In re Automotive Parts Antitrust Litigation*

- A full-page ad (6.125" x 9.25") in *National Geographic* with an estimated circulation of 3,250,000.
- *National Geographic* is published monthly and covers people and places internationally. Readers spend an average of 56 minutes with each issue and tend to be upper-income and educated.



- Two half-page ads (3.375" x 10") in *People* with an estimated circulation of 3,425,000.

*People* is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.



- A full-page ad (4.687" x 6.75") in *Reader's Digest* with an estimated circulation of 3,000,000.
- *Reader's Digest* is a compendium published 10 times a year of selected excerpts from other publications as well as original pieces.



- A half-page ad (3.5" x 10") in *Southern Living* with an estimated circulation of 2,800,000.
- *Southern Living* is a monthly publication covering recipes, decorating ideas, gardening tips, and travel destinations for Southern life.



- A half-page ad (3.25" x 10") in *Woman's Day* with an estimated circulation of 3,250,000.
- *Woman's Day* is published 11 times a year and covers food, family, and health.

## SUPPLEMENTAL BUSINESS PUBLICATIONS

To ensure that business owners, specifically fleet owners, have an opportunity to see information about the Settlements, the Publication Notice will appear in a national newspaper and two trade publications.

Kinsella recommends the following placements:

### THE WALL STREET JOURNAL

- A sixth-page ad (5.35" x 7") in the daily edition of *The Wall Street Journal* with an estimated circulation of 1,356,291.
- *The Wall Street Journal* is one of the top business news publications in the world.



- A full-page ad (7.875" x 10.75") in *Auto Rental News* with an estimated circulation of 8,772.
- *Auto Rental* is the top trade magazine of the car and truck rental industry.



- A full-page ad (7" x 10") in *Automotive Fleet* with an estimated circulation of 21,071.
- *Automotive Fleet* is targeted at car, light, and medium truck/van fleet managers. Content includes fleet management, purchasing, operations remarketing, safety, maintenance, and industry news and statistics.

## TARGET AUDIENCE'S PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers in the target audience of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	NEW VEHICLE OWNERS/LESSEES
<i>American Profile</i>	1	6,720,000
<i>Field &amp; Stream</i>	1	3,766,000

PUBLICATION	INSERTIONS	NEW VEHICLE OWNERS/LESSEES
<i>National Geographic</i>	1	15,084,000
<i>Parade</i>	1	28,029,000
<i>People</i>	2	21,773,000
<i>Reader's Digest</i>	1	10,367,000
<i>Southern Living</i>	1	9,044,000
<i>Woman's Day</i>	1	9,522,000
<i>The Wall Street Journal</i>	1	1,504,000

GfK MRI does not measure *Auto Rental News* or *Automotive Fleet*. Therefore, its contribution to the overall reach of the media is not calculated.

## INTERNET ADVERTISING

Kinsella recommends incorporating Internet advertising into the Notice Program to provide potential Class Members with additional notice opportunities. Over 86% of New Vehicle Owners/Lessees have used the Internet in the past 30 days.<sup>5</sup>

## WEBSITE ADVERTISING

Internet advertising delivers an immediate message and allows the viewer to click on a banner advertisement and instantly be directed to a website for further information. Banner ads are typically located either at the top or side of a website page. Highly engaging animated banner ads are more likely to capture viewers' attention because they include moving images and text.

Kinsella will produce an animated banner advertisement that will provide information on the Settlements. Kinsella will purchase approximately 295,265,000 gross impressions<sup>6</sup> across various websites, such as those noted below. Impressions will be allocated to maximize exposure during the campaign across websites that are best driving potential Class Members to the website. Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time Kinsella purchases the media.

## Advertising.com

- Advertising.com Network is one of the largest online networks, with priority access to AOL inventory. A sample list of properties and websites in the Advertising.com Network is attached as **Exhibit 2**.

<sup>5</sup> GfK MRI.

<sup>6</sup> Gross impressions are the total number of times a media outlet containing the Notice is seen. This figure does not represent the total number of unique viewers of the Notice, as some viewers/readers will see the Notice in more than one media outlet.



- Conversant is an online network that delivers results based on data and provides deeper engagement using personalization to reach individuals. A sample list of properties and websites in the Conversant Network is attached as **Exhibit 3**.



- Facebook.com is a free, global social networking website that helps people communicate with friends, family, and coworkers.



- Specific Media is an online media company consisting of premium sites (a sample list of sites is attached as **Exhibit 4**) that cover topics such as news, entertainment, and sports and recreation, enabling advertisers to target audiences through advanced proprietary technologies across a premium network.



- Xaxis is a global digital media platform that connects advertisers and audiences across all media channels (a sample list of sites is attached as **Exhibit 5**).

## ASSOCIATION WEBSITE ADVERTISING



- The National Association of Fleet Administrators (“NAFA”) is a professional society that serves the needs of members who manage fleets of automobiles, SUVs, trucks, and vans.
- To specifically reach fleet owners, banner advertisements will appear for one month on the NAFA website ([www.nafa.org](http://www.nafa.org)).

## KEYWORD SEARCH ADS AND ORGANIC SEARCH

The other Internet tools that Kinsella utilizes are organic and paid keyword searches. Search engines, such as Google and Bing, are crucial for today's online users to find the information they are looking for – the right website, relevant information, and/or the location of a new restaurant in the city.

Nearly everyone who has ever used the Internet has used a search engine, so typing keywords into a search box is a familiar experience. For example, Google shows pages and ads in response to the keywords that are typed. Website administrators rely on these search engines to help drive traffic to their websites. This happens two ways: (1) organic search results and (2) using paid search terms.

- Organic search results are the webpage listings that most closely match the user's search query based on relevance. Relevancy increases as other pages link to the Settlements' website (*e.g.*, if a journalist writes a story and provides a link to the website, this action will help the overall organic ranking).
- Paid results are basically advertisements — website owners paid to have their webpage display for certain keywords, so these listings show up when someone runs a search query containing those keywords.

Kinsella will purchase sponsored links to appear when searchers enter certain terms (*e.g.*, "Auto Parts Settlement"). By purchasing a variety of keywords and phrases that are both broadly and specifically related to the content of a website, Kinsella can ensure that the Settlements' website will appear in the top results of an online user's search query. These results are separated from organic results by placing the word "Ad" next to the website URL. The keyword advertisement will appear either at the top or right hand side of the search results and will direct potential Class Members to the Settlements' website.

## NATIONAL MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media outlets carrying the Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the 2014 GfK MRI Media + comScore Study:<sup>7,8</sup>

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<sup>7</sup> GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media. Data is then combined with comScore, a source of Internet audience measurement for advertising agencies, publishers, marketers, and financial analysts.

<sup>8</sup> The trade publications (*Auto Rental News* and *Automotive Fleet*) and Internet advertising on the NAFA website are not measured for this target audience, and their contribution to the overall reach of the media is not calculated.

- An estimated 80.4% of New Vehicle Owners/Lesseees will be reached with an average estimated frequency of 2.9 times.

## NOTICE DESIGN: **DETAILED NOTICE**

The Detailed Notice (**Exhibit 6**) will be compliant with Rule 23 and consistent with the Federal Judicial Center’s “illustrative” class action notices. Specifically, the Detailed Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the classes certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- The binding effect of a class judgment on members under Rule 23 (c)(3).

This Notice is designed to encourage readership and understanding, in a well-organized and reader-friendly format. Also, the Detailed Notice will prominently feature the toll-free number (1-877-940-5043) and website address for Class Members to obtain more information.

## **PUBLICATION NOTICE**

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in “plain, easily understood language.” Kinsella applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

The plain language Publication Notice (**Exhibit 7**) is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, Class definition, and legal rights available to Class Members. The Publication Notice includes all the substantive information required by Rule 23.

Each advertisement will prominently feature the toll-free number and website address for Class Members to obtain the Detailed Notice and other information.

## WEBSITE AND INTERNET ADS

An informational, interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. The website will take advantage of the Internet's ability to serve as a key distribution channel and customer service bureau. The informational website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), will be active prior to launch of the Notice Program. The site will employ the design characteristics laid out below, so Class Members can easily find the information they need about the Settlements and find out how to contact the Settlement Administrator should the website not address their specific needs.

### WEBSITE DESIGN

Combining clean site design, consistent site navigation cues, and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- **CLEAN DESIGN:** The site is designed for ease of navigation and comprehension, with user-friendly words and icons. Once the user enters the website from the homepage, a directory located in a column on the left-hand side of the page will provide links to the information available on the website. This information will include "Important Court Documents," "Frequently Asked Questions," "Notice," and "Registration." The website also provides the toll-free number, mailing address, and email address for individuals seeking additional information.
- **CONSISTENT NAVIGATION CUES:** Whenever a user goes from the homepage to another part of the site, links to the homepage and subsections will remain on the left side of all pages, while the case title and citation remains fixed at the top of each page.

### BANNER AD DESIGN

Internet banner advertisements are designed to alert Class Members about the litigation by using a bold headline that enables Class Members to quickly determine if they may be affected. When a user clicks the banner advertisement, they will be connected to the Settlements' website.

## EARNED MEDIA PROGRAM

The primary purpose of the earned media portion of the Notice Program is to create interest in and awareness of the story, generate media coverage, and get consumers to act on the information.

Kinsella will distribute the message to media outlets (newspapers, websites, television, and radio stations) to spark press interest and generate coverage that will provide potential Class Members with a basic overview of the Settlements and how they can obtain further information about their rights. This will also help ensure that journalists that report on the story will have complete information, including the Settlements' website and/or phone number.

Earned media programs have proven useful in past notice campaigns. Pitch teams highlight the benefits of the Settlements and any potential refund for consumers and encourage journalists to inform readers. This piece will likely help overall response in this case because North American consumers report high levels of trust in impartial sources, such as editorial content from newspapers (61%).<sup>9</sup>

Below is more information about these recommended elements:

## **MULTIMEDIA NEWS RELEASE**

Kinsella will distribute a Multimedia News Release (“MNR”). The MNR combines videos, images, news releases, and other downloadable materials into an interactive web platform that can be easily distributed across the Internet, including social networks. An MNR is recommended over a standard wire news release because it is targeted not just to reporters, but consumers online. It also tells a story more effectively and visually rather than relying on text and photos alone. According to a recent PR Newswire study, press releases that include multimedia elements and links have 51 times more views than a standard text-only press release.<sup>10</sup>

As described in more detail below, the MNR distribution will be supported with email and phone outreach to targeted media outlets to solicit their interest in the story and generate free media coverage. Earned media coverage creates legitimacy and credibility in the minds of the consumers because it is delivered and received through credible organizations, such as newspaper reporters/columnists, television or radio anchors/reporters, influential bloggers, and word-of-mouth on social media networks.<sup>11</sup>

An example of an MNR used in a previous class action settlement can be found at <http://www.multivu.com/players/English/60753-imprelis-tree-damage-settlement>.

## **STATEWIDE PRESS RELEASES**

Kinsella will distribute a press release over PR Newswire to media outlets in the affected 30 states and District of Columbia. The press release will highlight the toll-free telephone number and informational website address, so Class Members can obtain complete information.

## **MEDIA OUTREACH**

Consumers and businesses consider different sources of information when making informed decisions about purchasing or maintaining an automobile. To reach them, a media pitch team will reach out to a variety of traditional print and online news outlets in the 30 affected states and DC, including everything from the Associated Press to the leading auto blog, *Jalopnik*. The media pitch team will look

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<sup>9</sup> Nielsen, *Global Trust in Advertising and Brand Messages*, available at [www.nielsen.com/us/en/reports/2012/global-trust-in-advertising-and-brand-messages.html](http://www.nielsen.com/us/en/reports/2012/global-trust-in-advertising-and-brand-messages.html) (last visited Apr. 29, 2015).

<sup>10</sup> Ragan Public Relations, *Infographic: Increase your press release's visibility up to 5,000 percent* (June 17, 2014), available at <http://www.ragan.com/PublicRelations/Articles/48459.aspx> (last visited Apr. 29, 2015).

<sup>11</sup> Business Insider, *Earned Media And Social Media: How Brands Can Get Beyond The Hype* (July 16, 2013), available at <http://www.businessinsider.com/earned-media-social-media-beyond-hype-2013-7#ixzz2jmrDEZz7> (last visited Apr. 29, 2015).

for ongoing opportunities to raise awareness with auto beat and consumer reporters at the national wire services, tier-1 national papers, periodicals (such as *Wall Street Journal*, *USA Today*, and *US News*), top-20 regional newspapers, and specialty auto news outlets, including *Edmunds*, *Kelly Blue Book (KBB)*, *Car & Driver*, *Motor Trend*, and others.

The aim is to engage these influencers to share news of the Settlements with their followers, specifically targeting the informed consumer. The outreach team will continue to follow-up with media outlets to maintain story interest throughout the notice period.

Here are some articles that resulted from media outreach that was done in a recent antitrust settlement involving price-fixing:

- **Reuters:** <http://www.reuters.com/article/2014/03/06/usa-tech-refunds-idUSL1N0M31XE20140306>
- **Lifehacker.com:** <http://lifehacker.com/electronics-owners-get-10-in-a-dram-class-action-sett-1567697819>
- **Consumer Reports:** <http://www.consumerreports.org/cro/news/2014/03/do-you-qualify-for-a-payment-in-the-memory-chip-case-settlement/index.htm>

## MESSAGE DEVELOPMENT

All earned media outreach materials will be unbiased and informative, designed to provide potential Class Members with a basic overview of the Settlements and how they can obtain further information.

## TOLL-FREE TELEPHONE SUPPORT

A Toll-Free Support Line dedicated to these Settlements will be established at 1-877-940-5043, so callers can obtain additional information about the litigation. An Interactive Voice Response (IVR) platform will be accessible 24 hours a day, seven days a week, once the Settlements are granted preliminary approval. The IVR will provide answers to frequently asked questions and the ability for callers to request that the Settlement Administrator mail them a Detailed Notice. Should a caller have questions not addressed on the IVR, experienced representatives will be available to provide additional assistance Monday through Friday.

# **EXHIBIT 1**

# American Profile's Community Table Newspapers

## Newspapers by State

Effective May 2015

State	Total Circulation	Newspaper	City	State	Circulation
Alabama	125,860	The Sand Mountain Reporte	Albertville	AL	10,000
		The Outlook	Alexander City	AL	4,100
		The Dadeville Times	Alexander City	AL	1,583
		The News Courier	Athens	AL	4,711
		Cherokee County Herald	Centre	AL	2,445
		The Cullman Times	Cullman	AL	8,443
		The Dothan Eagle	Dothan	AL	30,700
		The Eufaula Tribune	Eufaula	AL	5,582
		The Times-Record	Fayette	AL	5,000
		Pickens County Herald	Fayette	AL	5,000
		The Times-Journal	Fort Payne	AL	5,200
		North Jefferson News	Gardendale	AL	2,580
		Daily Mountain Eagle	Jasper	AL	9,044
		The Opelika-Auburn News	Opelika	AL	14,800
		St. Clair News-Aegis	Pell City	AL	1,998
		The Daily Sentinel	Scottsboro	AL	5,074
		The Tallasse Tribune	Tallasse	AL	4,000
		The Wetumpka Herald	Wetumpka	AL	4,000
		The Eclectic Observer	Wetumpka	AL	1,600
Arizona	322,389	San Pedro Valley News - S	Benzon	AZ	3,045
		Mohave Valley Daily News	Bullhead City	AZ	9,134
		The Bugle	Cottonwood	AZ	2,000
		The Verde Independent	Cottonwood	AZ	2,000
		The Daily Dispatch	Douglas	AZ	4,080
		Arizona Silver Belt	Globe	AZ	3,500
		The Tribune - News	Holbrook	AZ	2,000
		The Kingman Daily Miner	Kingman	AZ	7,300
		Today'S News Herald	Lake Havasu City	AZ	13,000
		Parker Pioneer	Parker	AZ	4,200
		Payson Roundup	Payson	AZ	6,000
		Ahwatukee Foothills News	Phoenix	AZ	28,280
		The Daily Courier	Prescott	AZ	14,000
		Eastern Arizona Courier	Safford	AZ	6,900
		Sedona Red Rock News	Sedona	AZ	6,000
		White Mountain Independen	Show Low	AZ	9,000
		Sierra Vista Herald	Sierra Vista	AZ	9,200
		Surprise Today	Sun City	AZ	40,290
		Glendale/Peoria Today	Sun City	AZ	34,170
		Daily News-Sun	Sun City	AZ	12,444
		Chandler Tribune/East Val	Tempe	AZ	98,000
		Arizona Range News	Willcox	AZ	3,146
		Williams-Grand Canyon New	Williams	AZ	3,200
		Newton County Times	Harrison	AZ	1,500

State	Total Circulation	Newspaper	City	State	Circulation
Arkansas	75,839	Atkins Chronicle	Atkins	AR	2,000
		The Dover Times	Atkins	AR	1,948
		Batesville Daily Guard	Batesville	AR	7,000
		Carroll County News	Berryville	AR	3,100
		Booneville Democrat	Booneville	AR	1,800
		Charleston Express	Charleston	AR	1,500
		The Villager Journal	Cherokee Village	AR	2,200
		Yell County Record	Danville	AR	3,552
		Greenwood Democrat	Greenwood	AR	1,400
		Cleburne County Sun-Times	Heber Springs	AR	4,975
		Helena-West Helena Daily	Helena	AR	4,050
		Hope Star	Hope	AR	3,045
		The Daily Siftings Herald	Hope	AR	3,045
		Malvern Daily Record	Malvern	AR	4,000
		Northeast Arkansas Town C	Manila	AR	2,000
		Stone County Leader	Mountain View	AR	4,263
		Nashville News	Nashville	AR	3,000
		Newport Independent	Newport	AR	2,239
		The Osceola Times	Osceola	AR	2,537
		Paris Express	Paris	AR	2,200
		Clay County Times Democra	Rector	AR	2,600
		The News	Salem	AR	2,550
		Alma Journal	Salem	AR	1,000
		Stuttgart Daily Leader	Stuttgart	AR	2,985
		Poinsett County Democrat	Trumann	AR	1,500
		Van Buren Press Argus-Cou	Van Buren	AR	3,000
		The White Hall Journal	White Hall	AR	2,350
California	301,308	Inyo Register	Bishop	CA	4,872
		Palo Verde Valley Times(/	Blythe	CA	4,000
		Intermountain News	Burney	CA	950
		Chester Progressive	Chester	CA	2,000
		Chico-Oroville Enterprise	Chico	CA	19,200
		Imperial Valley Press	El Centro	CA	8,500
		Eureka Times Standard	Eureka	CA	13,500
		Fort Bragg Advocate News	Fort Bragg	CA	5,074
		The Union	Grass Valley	CA	17,000
		Indian Valley Record	Greenville	CA	1,400
		The Gridley Herald	Gridley	CA	1,400
		Holtville Tribune/ Calexi	Holtville	CA	4,100
		Amador Ledger-Dispatch	Jackson	CA	5,000
		Lake County Record Bee	Lakeport	CA	9,134
		The Monterey County Heral	Monterey	CA	20,150
		Salinas Valley Weekly	Monterey	CA	35,000
		Mount Shasta Herald	Mount Shasta	CA	4,872
		Paradise Post	Paradise	CA	8,119
		The Porterville Recorder	Porterville	CA	10,149
		Portola Reporter	Portola	CA	2,205
		Feather River Bulletin	Quincy	CA	3,000
		Red Bluff Daily News	Red Bluff	CA	8,119
		The Daily Independent	Ridgecrest	CA	7,624

State	Total Circulation	Newspaper	City	State	Circulation
		Shasta Lake Bulletin	Shasta Lake	CA	950
		Tahoe Daily Tribune	South Lake Tahoe	CA	7,600
		Lassen County Times	Susanville	CA	8,100
		Westwood Pinepress	Susanville	CA	1,100
		Daily Midway Driller	Taft	CA	3,045
		Sierra Sun	Truckee	CA	5,700
		Ukiah Daily Journal	Ukiah	CA	7,815
		The Valley Springs News	Valley Springs	CA	1,050
		Daily Press	Victorville	CA	27,500
		Visalia Times Delta/Tular	Visalia	CA	24,000
		The Willits News	Willits	CA	2,842
		Woodland Daily Democrat	Woodland	CA	10,352
		Siskiyou Daily News	Yreka	CA	5,886
Colorado	78,293	Akron News-Reporter	Akron	CO	1,450
		Brush News-Tribune	Brush	CO	900
		Daily Record	Canon City	CO	5,300
		Craig Daily Press	Craig	CO	9,200
		Estes Park Trail-Gazette	Estes Park	CO	2,400
		Fort Morgan Times	Fort Morgan	CO	2,800
		The Fowler Tribune	Fowler	CO	1,000
		The Greeley Tribune	Greeley	CO	21,000
		Julesburg Advocate	Julesburg	CO	1,343
		La Junta Tribune Democrat	La Junta	CO	3,000
		Bent County Democrat	Las Animas	CO	1,500
		(Loveland) Daily Reporter	Loveland	CO	18,500
		Steamboat Pilot	Steamboat Springs	CO	3,500
		Steamboat Today	Steamboat Springs	CO	3,500
		Journal Advocate	Sterling	CO	2,900
Connecticut	7,000	The Chronicle	Willimantic	CT	7,000
Delaware	21,200	Kent County Sunday	Dover	DE	21,200
Florida	41,835	Chiefland Citizen	Chiefland	FL	3,500
		The Wakulla News	Crawfordville	FL	6,000
		Courier Journal	Crescent City	FL	3,000
		Riverland News	Dunnellon	FL	2,800
		Suwannee Democrat	Live Oak	FL	5,028
		The Madison Enterprise-Re	Madison	FL	3,000
		Jackson County Floridan	Marianna	FL	6,307
		Monticello News & Jeffers	Monticello	FL	2,700
		Gadsden County Times	Quincy	FL	6,000
		The Herald Advocate	Wauchula	FL	3,500
Georgia	173,504	Athens Banner Herald	Athens	GA	22,000
		The Post Searchlight	Bainbridge	GA	7,650
		Early County News	Blakely	GA	2,786
		The Brunswick News	Brunswick	GA	16,200

State	Total Circulation	Newspaper	City	State	Circulation
		The Brunswick News & Adve	Brunswick	GA	10,600
		The Cairo Messenger	Cairo	GA	4,973
		Calhoun Times	Calhoun	GA	6,346
		The Daily Tribune News	Cartersville	GA	6,000
		The Daily Citizen	Dalton	GA	11,500
		Dawson Community News	Dawsonville	GA	4,000
		The Eatonton Messenger	Eatonton	GA	4,905
		The Monroe County Reporte	Forsyth	GA	4,477
		Hawkinsville Dispatch & N	Hawkinsville	GA	2,300
		The Press-Sentinel	Jesup	GA	6,500
		Walker County & Catoosa C	Lafayette	GA	5,727
		Lagrange Daily News	LaGrange	GA	9,743
		The News & Farmer	Louisville	GA	3,400
		The Metter Advertiser	Metter	GA	2,700
		The Baldwin Bulletin	Milledgeville	GA	3,248
		The Tattnall Journal	Reidsville	GA	2,487
		The Standard Journal	Rockmart	GA	5,071
		Rome News Tribune	Rome	GA	14,516
		The Statesboro Herald	Statesboro	GA	8,000
		The Sylvania Telephone	Sylvania	GA	4,375
		The Thomaston Times	Thomaston	GA	4,000
Idaho	52,473				
		The Aberdeen Times	Aberdeen	ID	900
		Power County Press	American Falls	ID	1,750
		The Morning News	Blackfoot	ID	3,500
		Coeur D'Alene Press	Coeur d'Alene	ID	21,800
		Teton Valley News	Driggs	ID	1,600
		Shoshone News-Press	Kellogg	ID	4,200
		Independent Enterprise	Payette	ID	1,700
		Priest River Times	Priest River	ID	2,800
		Standard Journal	Rexburg	ID	5,472
		Bonner County Daily Bee	Sandpoint	ID	5,200
		Bonnerr Ferry Herald	Sandpoint	ID	3,551
Illinois	318,481				
		The Times Record	Aledo	IL	3,451
		The Telegraph	Alton	IL	22,200
		The Evening News	Benton	IL	1,800
		The Daily Ledger	Canton	IL	5,582
		The Southern Illinoisan	Carbondale	IL	28,925
		Randolph County Herald-Tr	Chester	IL	2,487
		The Progress	Christopher	IL	1,000
		Du Quoin Evening Call	Du Quoin	IL	2,800
		Effingham Daily News	Effingham	IL	9,556
		The Daily Register	Eldorado	IL	3,200
		The Blade	Fairbury	IL	2,139
		The Clay County Advocate-	Flora	IL	1,100
		The Journal-Standard	Freeport	IL	6,500
		Register-Mail	Galesburg	IL	12,000
		Geneseo Republic.	Geneseo	IL	5,920
		The Journal News	Hillsboro	IL	5,900
		Jacksonville Journal Cour	Jacksonville	IL	14,925
		Star-Courier	Kewanee	IL	5,988

State	Total Circulation	Newspaper	City	State	Circulation
		La Salle News Tribune	La Salle	IL	16,000
		The Courier	Lincoln	IL	7,003
		Macomb Journal	Macomb	IL	4,179
		Marion Daily Republican	Marion	IL	1,200
		Marshall Advocate	Mashall	IL	1,900
		Metropolis Planet	Metropolis	IL	4,872
		Daily Review Atlas	Monmouth	IL	1,537
		Daily Republican-Register	Mount Carmel	IL	3,500
		Murphysboro American	Murphysboro	IL	800
		Newton Press-Mentor	Newton	IL	2,239
		Olney Daily Mail	Olney	IL	3,675
		Oquawka Current	Oquawka	IL	1,000
		Paris - Beacon News	Paris	IL	3,500
		Pekin Daily Times	Pekin	IL	7,500
		Chillicothe Times-Bulleti	Peoria	IL	3,215
		East Peoria Times-Courier	Peoria	IL	5,000
		Morton Times-News	Peoria	IL	5,000
		Washington Times-Reporter	Peoria	IL	7,666
		Woodford Times	Peoria	IL	3,365
		Daily Leader	Pontiac	IL	4,466
		Rockford Register Star	Rockford	IL	28,250
		The Rushville Times	Rushville	IL	3,045
		Salem Times Commoner	Salem	IL	4,060
		The Gallatin Democrat	Shawneetown	IL	2,239
		Shelbyville Daily Union	Shelbyville	IL	1,691
		Sauk Valley Newspaper	Sterling	IL	21,730
		Breeze Courier	Taylorville	IL	6,000
		Leader-Union	Vandalia	IL	5,176
		The Daily American	West Frankfort	IL	1,200
		Zion Benton News/Bargaine	Zion	IL	22,000
Indiana	157,626	The Herald Tribune	Batesville	IN	2,485
		The Bedford Times Mail	Bedford	IN	11,300
		The Herald Times	Bloomington	IN	23,600
		Brazil Times	Brazil	IN	4,179
		The Post & Mail	Columbia City	IN	4,000
		Springs Valley Herald	French Lick	IN	2,200
		Banner - Graphic	Greencastle	IN	4,000
		Greensburg Daily News	Greensburg	IN	4,179
		The Laporte Herald Argus	LaPorte	IN	8,400
		The Lebanon Reporter	Lebanon	IN	4,202
		The Daily World	Linton	IN	5,582
		The Madison Courier	Madison	IN	8,000
		The Reporter-Times	Martinsville	IN	5,500
		The News Dispatch	Michigan City	IN	8,500
		The Mooresville/Decatur T	Mooresville	IN	5,000
		North Vernon Plain Dealer	North Vernon	IN	5,100
		Paoli Republican	Paoli	IN	2,400
		Pilot News	Plymouth	IN	5,400
		The Commercial Review	Portland	IN	4,480
		Princeton Daily Clarion	Princeton	IN	5,200
		The Rochester Sentinel	Rochester	IN	3,800
		Spencer County Journal De	Rockport	IN	3,015

State	Total Circulation	Newspaper	City	State	Circulation
		Mt.Vernon Democrat	Rockport	IN	2,489
		The Rushville Republican	Rushville	IN	2,619
		The Shoals News	Shoals	IN	2,438
		Perry County News	Tell City	IN	6,028
		The Versailles Republican	Versailles	IN	4,567
		The Washington Times-Hera	Washington	IN	5,817
		The News-Gazette	Winchester	IN	3,146
Iowa	226,369				
		Butler County Tribune Jou	Allison	IA	1,400
		Atlantic News - Telegraph	Atlantic	IA	3,552
		Audubon County Advocate J	Audubon	IA	1,940
		The Bedford Times-Press	Bedford	IA	1,000
		Boone News-Republican	Boone	IA	2,850
		The Britt News Tribune	Britt	IA	775
		The Hawk Eye	Burlington	IA	21,313
		Daily Times Herald	Carroll	IA	5,700
		Cascade Pioneer	Cascade	IA	1,800
		Daily Iowegian	Centerville	IA	2,100
		Chronicle Times	Cherokee	IA	2,579
		Clarinda Herald-Journal	Clarinda	IA	1,200
		Clarksville Star	Clarksville	IA	1,150
		Cwl Times	Corwith	IA	1,000
		The Daily Nonpareil	Council Bluffs	IA	9,000
		Creston News Advertiser	Creston	IA	4,600
		Denison Review	Denison	IA	1,000
		Wright County Monitor	Dows	IA	1,000
		Dyersville Commerical	Dyersville	IA	3,800
		Eagle Grove Eagle	Eagle Grove	IA	1,670
		Eldridge North Scott Pres	Eldridge	IA	5,800
		Wilton-Durant Advocate Ne	Eldridge	IA	2,200
		The Fairfield Daily Ledge	Fairfield	IA	2,500
		Forest City Summit	Forest City	IA	1,450
		Fort Madison Daily Democr	Fort Madison	IA	5,000
		Village Vine	Fremont	IA	1,800
		Garner Leader & Signal	Garner	IA	1,500
		The Grundy Register	Grundy Grove	IA	2,200
		Hamburg Reporter	Hamburg	IA	1,244
		Hampton Chonicle	Hampton	IA	2,380
		Calhoun County Advocate	Hampton	IA	1,200
		Pioneer Enterprise	Hampton	IA	700
		Harlan News-Advertiser	Harlan	IA	3,000
		The Independent/Examiner	Hawarden	IA	1,045
		Sioux County Index-Report	Hull	IA	1,029
		West Lyon Herald	Inwood	IA	1,031
		The Kalona News	Kalona	IA	2,000
		The Lone Tree Reporter	Kalona	IA	1,000
		Kanawha Reporter	Kanawha	IA	550
		Daily Gate City	Keokuk	IA	5,000
		Keota Eagle	Keota	IA	1,000
		Journal Express	Knoxville	IA	3,688
		Lake City Graphic	Lake City	IA	1,000
		Lemars Daily Sentinel	LeMars	IA	2,800
		Logan Herald-Observer	Logan	IA	1,000

State	Total Circulation	Newspaper	City	State	Circulation
		Globe Gazette	Mason City	IA	11,200
		Mt. Pleasant News	Mount Pleasant	IA	2,994
		New Sharon Sun	New Sharon	IA	950
		Newton Daily News	Newton	IA	5,100
		Mitchell County Press New	Osage	IA	2,350
		Osceola Sentinel-Tribune	Osceola	IA	3,200
		Oskaloosa Herald	Oskaloosa	IA	2,609
		The Ottumwa Courier	Ottumwa	IA	10,891
		The Chronicle	Pella	IA	1,678
		Lyon County Reporter	Rock Rapids	IA	1,929
		Clinton Herald	S. Clinton	IA	8,665
		Sheffield Press	Sheffield	IA	900
		Valley News Today	Shenandoah	IA	2,000
		Sigourney News Review	Sigourney	IA	2,000
		Sioux City Journal	Sioux City	IA	29,000
		The Daily Reporter	Spencer	IA	2,500
		Dickinson County News	Spirit Lake	IA	2,000
		Pilot Tribune	Storm Lake	IA	2,000
		The Story City Herald	Story City	IA	1,600
		The Tipton Conservative A	Tipton	IA	4,000
		The Washington Evening Jo	Washington	IA	3,820
		West Branch Times	West Branch	IA	1,500
		The West Liberty Index	West Liberty	IA	1,037
		The Woodbine Twiner	Woodbine	IA	900
Kansas	172,255	Atchison Daily Globe	Atchison	KS	3,800
		Augusta Daily Gazette	Augusta	KS	2,288
		The Cherokee County News	Columbus	KS	2,200
		The El Dorado Times	El Dorado	KS	3,482
		Ellsworth County Independ	Ellsworth	KS	2,300
		The Eureka Herald	Eureka	KS	1,500
		The Goodland Daily News	Goodland	KS	1,950
		The Hays Daily News	Hays	KS	9,000
		The Herington Times	Herington	KS	2,089
		Hiawatha World	Hiawatha	KS	2,500
		The Holton Recorder	Holton	KS	3,200
		Hutchinson News	Hutchinson	KS	30,300
		The Daily Union	Junction City	KS	8,000
		Journal-World	Lawrence	KS	13,000
		Louisburg Herald	Louisburg	KS	1,700
		Mcpherson Sentinel	McPherson	KS	4,577
		The Norton Telegram	Norton	KS	1,900
		Bird City Times	Oberlin	KS	551
		Colby Free Press	Oberlin	KS	1,950
		The Oberlin Herald	Oberlin	KS	1,850
		The St. Francis Herald	Oberlin	KS	1,250
		Osawatomie Graphic	Osawatomie	KS	1,975
		The Ottawa Herald	Ottawa	KS	4,300
		Johnson County Sun	Overland Park	KS	27,000
		Wednesday Sun	Overland Park	KS	20,000
		The Miami County Republic	Paola	KS	3,550
		Pittsburg Morning Sun	Pittsburgh	KS	8,000
		Linn County News	Pleasanton	KS	2,300

State	Total Circulation	Newspaper	City	State	Circulation
		The Pratt Tribune	Pratt	KS	1,700
		Stockton Sentinel	Stockton	KS	1,443
		Wellington Daily News	Wellington	KS	2,600
Kentucky	227,103	Kentucky Standard	Bardstown	KY	9,700
		The Tribune Courier	Benton	KY	4,700
		Daily News	Bowling Green	KY	18,500
		Edmonson News	Brownsville	KY	4,079
		The Cadiz Record	Cadiz	KY	4,060
		Times - Tribune	Corbin	KY	4,695
		The Advocate Messenger	Danville	KY	6,150
		Dawson Springs Progress	Dawson Springs	KY	1,500
		Lyon County Herald-Ledger	Eddyville	KY	2,040
		The State Journal	Frankfort	KY	9,000
		The Fulton Leader	Fulton	KY	1,800
		Georgetown News Graphic	Georgetown	KY	4,200
		Greenup County News-Times	Greenup	KY	2,587
		Hazard Herald	Hazard	KY	5,300
		Kentucky New Era	Hopkinsville	KY	9,000
		Fort Campbell Courier	Hopkinsville	KY	18,000
		Journal Enterprise	Hopkinsville	KY	2,500
		Grayson Co. News - Gazett	Leitchfield	KY	3,000
		Casey County News	Liberty	KY	4,600
		The Sentinel-Echo	London	KY	6,987
		The Daily News	Middlesboro	KY	6,597
		The Wayne County Outlook	Monticello	KY	4,446
		Union County Advocate	Morganfield	KY	4,000
		Henry County Local	New Castle	KY	4,975
		The Jessamine Journal	Nicholasville	KY	3,500
		The Eagle Post	Oak Grove	KY	4,500
		Messenger - Inquirer	Owensboro	KY	25,000
		The Messenger	Owensboro	KY	7,000
		Appalachian News Express	Pikeville	KY	6,766
		The Floyd County Times	Prestonsburg	KY	6,574
		The Times - Leader	Princeton	KY	4,500
		News Democrat & Leader	Russellville	KY	3,000
		The Pioneer News	Shepherdsville	KY	7,000
		Taylorsville Spencer Magn	Taylorsville	KY	3,654
		The McCreary County Recor	Whitley City	KY	3,043
		The Winchester Sun	Winchester	KY	3,150
		Vincennes Sun-Commercial	Vincennes	KY	7,000
Louisiana	30,114	Bastrop Daily Enterprise	Bastrop	LA	4,567
		Bogalusa Daily News	Bogalusa	LA	3,383
		Beauregard Daily News	DeRidder	LA	3,500
		Ascension Citizen	Gonzales	LA	7,164
		The Jena - Times	Jena	LA	4,000
		Leesville News Leader	Leesville	LA	3,500
		Southwest Daily News	Sulphur	LA	4,000

State	Total Circulation	Newspaper	City	State	Circulation
Maine	61,500	Kennebec Journal & Mornin	Augusta	ME	25,000
		Sun Journal	Lewiston	ME	36,500
Maryland	23,600	The Times Record	Denton	MD	2,200
		The Star Democrat	Easton	MD	15,000
		Kent County News	Easton	MD	6,400
Massachusetts	61,033	The Sun Chronicle	Attleboro	MA	25,372
		The Recorder	Greenfield	MA	15,422
		Berkshire Eagle	Pittsfield	MA	20,239
Michigan	121,728	Big Rapids Pioneer	Big Rapids	MI	6,000
		Cadillac News	Cadillac	MI	7,500
		Tuscola County Advertiser	Caro	MI	6,467
		Cheboygan Daily Tribune	Cheboygan	MI	4,364
		The Daily Reporter	Coldwater	MI	5,937
		Oceana'S Herald Journal	Hart	MI	6,200
		The Hillsdale Daily News	Hillsdale	MI	6,500
		The Holland Sentinel	Holland	MI	11,600
		Sentinel-Standard	Ionia	MI	3,146
		Iron County Reporter	Iron River	MI	12,000
		(The Ironwood) Daily Glob	Ironwood	MI	6,300
		Ludington Daily News	Ludington	MI	8,500
		Manistee News Advocate	Manistee	MI	5,000
		The Munising News	Munising	MI	1,900
		The Evening News	Sault Ste Marie	MI	7,612
		Herald-Palladium	St. Joseph	MI	13,900
		Sturgis Journal	Sturgis	MI	5,250
Three Rivers Commerical N	Three Rivers	MI	3,552		
Minnesota	143,772	Aitkin Independent Age	Aitkin	MN	4,350
		Farmers Independent	Bagley	MN	2,040
		Brainerd Daily Dispatch	Brainerd	MN	13,803
		Independent News Herald	Clarissa	MN	2,000
		The Pine Journal	Cloquet	MN	3,300
		The Pine Knot	Cloquet	MN	1,450
		Tri-County News	Cottonwood	MN	1,343
		Crookston Daily Times	Crookston	MN	2,040
		Grant County Herald	Elbow Lake	MN	1,600
		Faribault Daily News	Faribault	MN	5,100
		Herald Review	Grand Rapids	MN	7,624
		Granite Falls Advocate-Tr	Granite Falls	MN	2,689
		The Daily Tribune	Hibbing	MN	6,597
		Mille Lacs Messenger	Isle	MN	3,800
		Montevideo American News	Montevideo	MN	3,654
		Owatonna People'S Press	Owatonna	MN	6,102
		The Paynesville Press	Paynesville	MN	2,640
		The Redwood Falls Gazette	Redwood Falls	MN	3,958
		Post-Bulletin	Rochester	MN	37,700

State	Total Circulation	Newspaper	City	State	Circulation
		Sleepy Eye Herald - Dispa	Sleepy Eye	MN	1,530
		St. James Plaindealer	St. James	MN	2,338
		St. Peter Herald	St. Peter	MN	1,856
		Staples World	Staples	MN	1,800
		Thief River Falls Times	Thief River Falls	MN	4,477
		The Mesabi Daily News	Virginia	MN	9,642
		Westbrook Sentinel/Tribun	Westbrook	MN	1,339
		Winona Daily News	Winona	MN	9,000
Mississippi	82,461				
		The Panolian	Batesville	MS	4,500
		Panola Partnership	Batesville	MS	2,000
		Rankin County News	Brandon	MS	8,119
		Bolivar Commerical	Cleveland	MS	6,000
		The Meteor	Crystal Springs	MS	2,200
		The Daily Star	Grenada	MS	5,671
		The Lamar Times	Hattiesburg	MS	10,000
		Copiah County Courier	Hazlehurst	MS	2,750
		The South Reporter	Holly Springs	MS	5,200
		The Chronicle	Laurel	MS	7,500
		The Meridian Star	Meridian	MS	9,476
		Lawrence County Press	Monticello	MS	1,300
		Spirit Of Morton	Morton	MS	1,045
		The Democrat	Senatobia	MS	4,500
		Starkville Daily News	Starkville	MS	5,970
		The Tylertown Times	Tylertown	MS	2,250
		Daily Times Leader	West Point	MS	3,980
Missouri	223,404				
		Aurora Advertiser	Aurora	MO	1,200
		The North Stoddard Counti	Bloomfield	MO	1,400
		Bolivar Herald -Free Pres	Bolivar	MO	5,500
		Boonville Daily News	Boonville	MO	1,537
		Buffalo Reflex	Buffalo	MO	5,950
		Lake Sun Leader	Camdenton	MO	4,975
		The Carthage Press	Carthage	MO	1,300
		Democrat-Argus	Caruthersville	MO	2,040
		The Concordian	Concordia	MO	2,600
		The Daily Statesman	Dexter	MO	2,000
		The Fulton Sun	Fulton	MO	4,770
		Liberty Tribune	Gladstone	MO	10,500
		Hannibal Courier-Post	Hannibal	MO	8,457
		The Examiner	Independence	MO	10,500
		The Kearney Courier	Kearney	MO	3,000
		The Daily Dunklin Democra	Kennett	MO	2,200
		Kirksville Daily Express	Kirksville	MO	3,000
		The Lebanon Daily Record	Lebanon	MO	5,772
		Gladstone Dispatch	Liberty	MO	18,000
		Delta News Citizen	Malden	MO	2,000
		The Banner Press	Marble Hill	MO	3,200
		The Marshfield Mall	Marshfield	MO	5,100
		Mexico Ledger	Mexico	MO	5,500
		Moberly Monitor - Index	Moberly	MO	2,970
		Evening Democrat	Moberly	MO	3,000

State	Total Circulation	Newspaper	City	State	Circulation
		The Monett Times	Monett	MO	4,100
		Neosho Daily News	Neosho	MO	2,000
		The Weekly Record	New Madrid	MO	1,045
		Christian County Headline	Ozark	MO	5,300
		Palmyra Spectator	Palmyra	MO	2,842
		Missourian-News	Portageville	MO	1,100
		South County Mail	Rogersville	MO	4,375
		Rolla Daily News	Rolla	MO	6,300
		The Sedalia Democrat	Sedalia	MO	8,200
		The Smithville Lake Heral	Smithville	MO	2,350
		St. Joseph News-Press	St. Joseph	MO	30,000
		The Steele Enterprise	Steele	MO	1,542
		Cedar County Republican	Stockton	MO	3,700
		South Missourian-News	Thayer	MO	1,600
		The Daily Star-Journal	Warrensburg	MO	5,304
		Warren County Record	Warrenton	MO	3,775
		Washington Missourian	Washington	MO	13,500
		Webb City Sentinel	Webb City	MO	5,000
		West Plains Daily Quill	West Plains	MO	4,900
Montana	118,131				
		Belgrade News	Belgrade	MT	3,000
		Lone Peak Lookout	Big Sky	MT	4,500
		The Big Timber Pioneer	Big Timber	MT	1,400
		Billings Gazette	Billings	MT	39,000
		The Journal News-Opinion	Chinook	MT	1,500
		Stillwater County News	Columbus	MT	1,841
		Cut Bank Pioneer	Cut Bank	MT	1,200
		Dillon Tribune Examiner	Dillon	MT	2,438
		The Independent Press	Forsyth	MT	1,343
		Ranger Review	Glendive	MT	3,060
		Big Horn County New	Hardin	MT	1,741
		Havre Daily News	Havre	MT	4,263
		The Independent Record Ed	Helena	MT	13,500
		Daily Inter Lake	Kalispel	MT	17,609
		Lewistown News-Argus	Lewistown	MT	3,333
		The Western News	Libby	MT	3,248
		The Livingston Enterprise	Livingston	MT	3,259
		Laurel Outlook	Livingston	MT	2,600
		Miles City Star	Miles City	MT	3,408
		Carbon County News	Red Lodge	MT	2,288
		Shelby Promoter	Shelby	MT	1,800
		The Valierian	Valier	MT	300
		West Yellowstone News	West Yellowstone	MT	1,500
Nebraska	128,368				
		Alliance Times-Herald	Alliance	NE	2,300
		Ashland Gazette	Ashland	NE	3,000
		Beatrice Daily Sun	Beatrice	NE	5,200
		Gretna Breeze	Bellevue	NE	3,000
		Bellevue Leader	Bellevue	NE	1,575
		Custer County Chief	Broken Bow	NE	3,781
		The Chadron Record	Chadron	NE	2,000
		Columbus Telegram	Columbus	NE	7,800

State	Total Circulation	Newspaper	City	State	Circulation
		Banner Press	David City	NE	2,300
		Fremont Tribune	Fremont	NE	7,200
		Gothenburg Times	Gothenburg	NE	2,338
		Grand Island Independent	Grand Island	NE	17,500
		Journal - Register	Hebron	NE	1,500
		Kearney Hub	Kearney	NE	13,000
		Lexington Clipper-Herald	Lexington	NE	2,985
		McCook Daily Gazette	McCook	NE	5,000
		The Minden Courier	Minden	NE	2,239
		Nebraska City News-Press	Nebraska City	NE	2,164
		North Platte Telegraph	North Platte	NE	10,800
		Papilliontimes	Papillion	NE	3,000
		Ralston Recorder	Papillion	NE	1,500
		Nebraska Journal Leader	Ponca	NE	1,045
		The Schuyler Sun	Schuyler	NE	1,782
		Star Herald	Scottsbluff	NE	15,300
		Sun - Telegraph	Sidney	NE	2,740
		Syracuse Journal-Democrat	Syracuse	NE	2,200
		Wahoo Newspaper	Wahoo	NE	3,000
		Waverly News	Waverly	NE	2,119
Nevada	39,221				
		The Battle Mountain Bugle	Battle Mountain	NV	3,000
		Nevada Appeal	Carson City	NV	10,050
		Ely Times	Ely	NV	3,045
		Lincoln County Record	Ely	NV	2,000
		Lahontan Valley News	Fallon	NV	3,150
		The Record Courier	Gardnerville	NV	5,000
		Mineral County Independen	Hawthorne	NV	1,500
		North Lake Tahoe Bonanza	Incline Village	NV	3,900
		Pahrump Valley Times	Pahrump	NV	3,000
		Tonopah Times-Bonanza/Gol	Tonopah	NV	1,000
		The Humboldt Sun	Winnemucca	NV	3,576
New Mexico	123,636				
		The Albuquerque Journal	Albuquerque	NM	78,000
		The Gallup Independent	Gallup	NM	22,000
		Los Alamos Monitor	Las Alamos	NM	5,582
		Las Vegas Optic	Las Vegas	NM	5,074
		The Lovington Daily Leade	Lovington	NM	2,040
		Roswell Daily Record	Roswell	NM	10,940
New York	98,926				
		Sullivan County Democrat	Callicoon	NY	7,000
		Genesee Country Express	Dansville	NY	2,537
		The Evening Telegram	Herkimer	NY	2,760
		The Evening Times	Little Falls	NY	1,600
		Lockport Journal	Lockport	NY	7,000
		Niagara Gazette Sunday	Niagara Falls	NY	10,000
		The Daily Star	Oneonta	NY	10,908
		Cooperstown Crier	Oneonta	NY	1,811
		The Chronicle-Express	Penn Yan	NY	3,857
		Press-Republican	Plattsburgh	NY	16,643
		Southern Dutchess News	Wappingers Falls	NY	8,310

State	Total Circulation	Newspaper	City	State	Circulation
		Watertown Daily Times	Watertown	NY	23,800
		Rochelle News-Leader	Rochelle	NY	2,700
North Carolina	307,819	Roanoke-Chowan News Herald	Ahoskie	NC	10,352
		The Stanly News & Press	Albemarle	NC	7,105
		Times-News	Burlington	NC	27,352
		The Sampson Independent	Clinton	NC	7,000
		The Herald Sun	Durham	NC	27,000
		The Daily Courier	Forest City	NC	8,000
		The Franklin Press	Franklin	NC	8,600
		The Gaston Gazette	Gastonia	NC	23,500
		The Daily Dispatch	Henderson	NC	8,000
		The Highlander	Highlands	NC	2,800
		The Daily News	Jacksonville	NC	15,200
		Independent Tribune	Kannapolis	NC	10,500
		Kinston Free Press	Kingson	NC	8,300
		Weekly Gazette	LaGrange	NC	1,492
		The Laurinburg Exchange	Laurinburg	NC	4,700
		News-Topic	Lenoir	NC	6,900
		The Dispatch - Lexington	Lexington	NC	7,500
		The Robesonian	Lumberton	NC	13,000
		The Mcdowell New	Marion	NC	4,500
		The News Herald	Morganton	NC	7,300
		The Stokes News	Mount Airy	NC	6,169
		Mt. Airy News	Mount Airy	NC	10,961
		The Sun Journal	New Bern	NC	11,800
		The Roanoke Beacon	Plymouth	NC	4,000
		Richmond County Daily Jou	Rockingham	NC	9,751
		The Sanford Herald	Sanford	NC	9,000
		Shelby Star	Shelby	NC	10,800
		The Pilot	Southern Pines	NC	15,000
		Spring Hope Enterprise	Spring Hope	NC	2,537
		Statesville Record & Land	Statesville	NC	9,200
		The News Reporter	Whiteville	NC	9,500
North Dakota	20,139	Beulah Beacon	Beulah	ND	863
		Devils Lake Journal	Devils Lake	ND	3,400
		Center Republican	Garrison	ND	866
		Mcclean Couy Independent	Garrison	ND	866
		Underwood News	Garrison	ND	866
		The Leader-News	Garrison	ND	866
		Mclusky Gazette	Garrison	ND	866
		Richland County News - Mo	Hankinson	ND	1,400
		Hazen Star	Hazen	ND	866
		New Town News	New Town	ND	866
		Mountrail County Record	Parshall	ND	866
		Mountrail County Promoter	Stanley	ND	866
		Mclean County Journal	Turtle Lake	ND	866
		Valley City Times-Record	Valley City	ND	2,650
		Velva Voice	Velva	ND	866
		The Daily News	Wahpeton	ND	2,300

State	Total Circulation	Newspaper	City	State	Circulation
Ohio	398,017	Ada Herald	Ada	OH	2,000
		The Akron Beacon Journal	Akron	OH	86,000
		The Subarbanite	Akron	OH	24,000
		Ashland Times-Gazette	Ashland	OH	14,209
		Star Beacon	Ashtabula	OH	12,684
		The Athens Messenger	Athens	OH	8,000
		Vinton County Courier	Athens	OH	2,000
		Gazette Publishing Compan	Bellevue	OH	4,400
		The Bryan Times	Bryan	OH	8,200
		The Progressor Times	Carey	OH	2,000
		Mohawk Leader	Carey	OH	1,400
		The Herald	Circleville	OH	5,000
		Crescent-News	Defiance	OH	15,500
		The Delaware Gazette	Delaware	OH	8,119
		The Daily Herald	Delphos	OH	3,400
		The Register-Herald	Eaton	OH	6,700
		The Courier	Findlay	OH	18,900
		The Review Times	Fostoria	OH	2,700
		The Galion Inquirer	Galion	OH	3,045
		Georgetown News Democrat	Georgetown	OH	3,460
		The Daily Advocate	Greenville	OH	6,500
		Hillsboro Times Gazette	Hillsboro	OH	3,637
		The Jackson County Times-	Jackson	OH	5,000
		Logan Daily News	Logan	OH	4,000
		Madison Press	London	OH	5,074
		Marysville Journal -Tribu	Marysville	OH	6,000
		Richwood Gazette	Marysville	OH	2,000
		The Independent	Massillon	OH	8,500
		The Mount Gilead Weeklies	Mount Gilead	OH	8,221
		Northwest Signal	Napoleon	OH	4,000
		Perry County Tribune	New Lexington	OH	4,000
		Norwalk Reflector	Norwalk	OH	9,000
		Putnam County Sentinel	Ottawa	OH	3,500
		Piqua Daily Call	Piqua	OH	6,300
		The Sidney Daily News	Sidney	OH	12,937
		Troy Daily News	Troy	OH	10,000
		Urbana Daily Citizen	Urbana	OH	6,400
		Times-Bulletin	Van Wert	OH	2,500
		Wapakoneta Daily News	Wapakoneta	OH	3,000
		Record Herald	Washington Court House	OH	5,068
		Fulton County Expositor	Wauseon	OH	4,750
		The News Watchman	Waverly	OH	2,000
		People'S Defender	West Union	OH	6,800
		Wilmington News Journal	Wilmington	OH	6,400
		Daily Record	Wooster	OH	22,328
		The Xenia Daily Gazette	Xenia	OH	4,150
		Fairborn Daily Herald	Xenia	OH	1,450
		Beavercreek News Current	Xenia	OH	2,785
Oklahoma	112,589	The Ada Evening News	Ada	OK	5,800
		Altus Times	Altus	OK	4,000
		The Daily Ardmoreite	Ardmore	OK	8,900

State	Total Circulation	Newspaper	City	State	Circulation
		Blackwell Journal Tribune	Blackwell	OK	2,000
		Mcintosh County Democrat	Checotah	OK	1,900
		Express-Star	Chickasha	OK	3,116
		Daily Progress	Claremore	OK	4,309
		Cleveland American	Cleveland	OK	2,537
		The Duncan Banner	Duncan	OK	4,668
		Durant Daily Democrat	Durant	OK	6,800
		The Edmond Sun	Edmond	OK	2,736
		Elk City Daily News	Elk City	OK	5,000
		Indian Journal	Eufaula	OK	2,500
		Fort Gibson Times	Fort Gibson	OK	1,045
		Frederick Leader	Frederick	OK	1,045
		The Grove Sun	Grove	OK	2,800
		Guymon Daily Herald	Guymon	OK	2,537
		Mccurtain Daily Gazette	Idabel	OK	7,450
		Delaware County Journal	Jay	OK	2,000
		Miami News-Record	Miami	OK	4,200
		Pauls Valley Daily Democr	Pauls Valley	OK	1,965
		The Perkins Journal	Perkins	OK	3,451
		Poteau Daily News	Poteau	OK	4,000
		The Daily Times	Pryor	OK	2,061
		Eastern Times Register	Roland	OK	1,500
		Shawnee News-Star	Shawnee	OK	10,352
		Stilwell Democrat Journal	Stilwell	OK	3,422
		Tahlequah Daily Press	Tahlequah	OK	3,589
		Vian Tenkiller News	Vian	OK	3,000
		Westville Reporter	Westville	OK	525
		Woodward News	Woodward	OK	3,381
Oregon	103,846	Baker City Herald	Baker City	OR	3,000
		Curry Coastal Pilot	Brookings	OR	6,000
		Burns Times-Herald	Burns	OR	3,045
		Wallowa County Chieftain	Enterprise	OR	2,600
		The Hermiston Herald	Hermiston	OR	2,379
		Blue Mountain Eagle	John Day	OR	2,763
		Herald And News	Klamath Falls	OR	17,253
		The Observer	La Grande	OR	6,400
		The Madras Pioneer	Madras	OR	3,500
		Mail Tribune	Medford	OR	20,600
		Ashland Daily Tidings	Medford	OR	8,000
		East Oregonian	Pendleton	OR	8,006
		Central Oregonian	Prineville	OR	3,300
		The News Review	Roseburg	OR	17,000
Pennsylvania	138,556	Corry Evening Journal	Corry	PA	3,755
		The Echo-Pilot	Greencastle	PA	2,537
		The Wayne Independent	Honesdale	PA	4,060
		The Kane Republican	Kane	PA	2,040
		(The Susquehanna County)	Montrose	PA	3,755
		Derrick Publishing Co.	Oil City	PA	23,880
		Republican-Herald	Pottsville	PA	23,500
		The Spirit	Punxsutawney	PA	4,200

State	Total Circulation	Newspaper	City	State	Circulation
		The Ridgway Record	Ridgway	PA	3,146
		The News Item	Shamokin	PA	9,200
		The News-Chronicle	Shippensburg	PA	4,770
		The Daily Press	St. Marys	PA	4,973
		The Pocono Record	Stroudsburg	PA	13,000
		The Daily Item	Sunbury	PA	19,200
		The Daily Review	Towanda	PA	9,540
		The Record Herald	Waynesboro	PA	7,000
South Carolina	130,954				
		The People-Sentinel	Barnwell	SC	6,000
		Marlboro Herald - Advocat	Bennettsville	SC	7,104
		Bluffton Today	Bluffton	SC	12,500
		Morning News	Florence	SC	23,000
		Hampton County Guardian	Hampton	SC	4,990
		The Messenger	Hartsville	SC	3,550
		The Weekly Observer	Henningway	SC	2,040
		Lake City News & Post	Lake City	SC	1,371
		Marion Star & Mullins Ent	Lake City	SC	2,550
		The Lancaster News	Lancaster	SC	13,930
		The Newberry Observer & H	Newberry	SC	5,000
		The Times And Democrat	Orangeburg	SC	11,000
		The Pickens Sentinel	Pickens	SC	4,600
		Jasper County Sun Times	Ridgeland	SC	1,324
		The Daily Journal	Seneca	SC	7,060
		The Daily Messenger	Seneca	SC	1,940
		The Item	SUMTER	SC	13,500
		The Union Daily Times	Union	SC	6,495
		The Herald Independent	Winnsboro	SC	3,000
South Dakota	34,316				
		American News	Aberdeen	SD	11,700
		Belle Fourche Bee/Post	Belle Fourche	SD	1,700
		Central Dakota Times	Chamberlain	SD	2,438
		Leader-Courier	Elk Point	SD	1,200
		Hot Springs Star	Hot Sprints	SD	1,200
		Independent Publishing	Lennox	SD	2,600
		Butte County Valley Irrig	Newell	SD	1,800
		The New Era	Parker	SD	1,121
		Meade County Times Tribun	Sturgis	SD	2,000
		Daily Press And Dakotan	Yankton	SD	8,557
Tennessee	201,579				
		Bolivar Bulletin-Times	Bolivar	TN	1,878
		Brownsville States-Graphi	Brownsville	TN	2,500
		Carroll County News-Leade	Camden	TN	4,300
		The Camden Chronicle	Camden	TN	4,000
		Cleveland Daily Banner	Cleveland	TN	15,000
		Crossville Chronicle	Crossville	TN	7,899
		The Herald - News	Dayton	TN	5,683
		The Tri-City Reporter	Dyer	TN	1,500
		The State Gazette	Dyersburg	TN	4,500
		Elk Valley Times	Fayetteville	TN	7,000
		The Williamson Herald	Franklin	TN	5,000

State	Total Circulation	Newspaper	City	State	Circulation
		The Greeneville Sun	GREENEVILLE	TN	13,300
		Chester County Independen	Henderson	TN	3,200
		Humboldt Chronicle	Humboldt	TN	2,500
		The Standard Banner	Jefferson City	TN	6,965
		Herald & Tribune	Jonesborough	TN	4,400
		Macon County Times	Lafayette	TN	4,400
		The Hartsville Vidette	Lebanon	TN	2,500
		The News-Herald	Lenoir City	TN	5,836
		Manchester Times	Manchester	TN	5,000
		The Daily Times	Maryville	TN	18,000
		Southern Standard	McMinnville	TN	9,950
		The Oak Ridger	Oak Ridge	TN	8,119
		The Pulaski Citizen	Pulaski	TN	7,500
		Independent Appeal	Selmer	TN	7,104
		Shelbyville Times Gazette	Shelbyville	TN	10,945
		Smithville Review	Smithville	TN	3,500
		The Advocate & Democrat	Sweetwater	TN	5,300
		Claiborne Progress	Tazewell	TN	5,000
		Grundy County Herald	Tracy City	TN	3,500
		The Wayne County News	Waynesboro	TN	5,000
		Herald Chronicle	Winchester	TN	6,700
		Cannon Courier	Woodbury	TN	3,600
Texas	628,239	Nueces Co. Record Star	Alice	TX	4,000
		Alice Echo News-Journal	Alice	TX	4,567
		The Freer Press	Alice	TX	1,542
		Andrews County News	Andrews	TX	2,842
		Athens Daily Review	Athens	TX	3,724
		Atlanta Citizens Journal	Atlanta	TX	3,500
		Cass County Sun	Atlanta	TX	1,200
		Bowie County Citizen Trib	Atlanta	TX	3,000
		The Bay City Tribune	Bay City	TX	4,000
		Baytown Sun	Baytown	TX	7,000
		Big Spring Herald	Big Spring	TX	4,000
		Borger News-Herald	Borger	TX	3,500
		The Bowie News	Bowie	TX	3,500
		Breckenridge American	Breckenridge	TX	1,550
		The Banner - Press	Brenham	TX	6,597
		The Brownsville Herald	Brownsville	TX	9,633
		Brownwood Bulletin	Brownwood	TX	6,250
		Bryan-College Station Eag	Bryan	TX	17,000
		The Canyon News	Canyon	TX	2,000
		Cleburne Times-Review	Cleburne	TX	3,288
		Clifton Record	Clifton	TX	2,300
		The Comfort News	Comfort	TX	1,000
		Corrigan Times	Corrigan	TX	1,194
		Houston County Courier	Crockett	TX	5,176
		Cuero Record	Cuero	TX	3,200
		Yorktown News	Cuero	TX	1,900
		The Dalhart Texan	Dalhart	TX	1,700
		Edinburg Review	Edinburg	TX	20,000
		Jackson County Herald Tri	Edna	TX	3,600
		El Campo Leader - News	El Campo	TX	5,200

State	Total Circulation	Newspaper	City	State	Circulation
		The Eldorado Success	Eldorado	TX	2,288
		The Fairfield Recorder	Fairfield	TX	3,000
		Fredericksburg Standard-R	Fredericksburg	TX	8,500
		Gainesville Daily Registe	Gainesville	TX	4,700
		Galveston County Daily Ne	Galveston	TX	24,500
		The Gatesville Messenger	Gatesville	TX	3,000
		Star-Forum	Gatesville	TX	1,060
		The Gilmer Mirror	Gilmer	TX	4,000
		Glen Rose Reporter	Glen Rose	TX	2,000
		Lake Country Sun	Graford	TX	1,990
		The Graham Leader	Graham	TX	3,486
		Greenville Herald-Banner	Greenville	TX	5,618
		Groveton News	Groveton	TX	1,940
		Valley Morning Star	Harlingen	TX	14,788
		Hearne Democrat	Hearne	TX	2,000
		Franklin Advocate	Hearne	TX	1,300
		Calvert Tribune	Hearne	TX	1,300
		Sabine County Reporter	Hemphill	TX	3,045
		Henderson Daily News	Henderson	TX	6,219
		Hereford Brand	Hereford	TX	2,400
		The Huntsville Item	Huntsville	TX	3,850
		Jack County Herald	Jacksboro	TX	1,050
		Jacksonville Daily Progre	Jacksonville	TX	2,200
		Kerrville Daily Times	Kerrville	TX	9,000
		Kingsville Record	Kingsville	TX	5,000
		Lamesa Press-Reporter	Lamesa	TX	3,050
		Levelland And Hockley Cou	Levelland	TX	4,900
		Polk County Enterprise	Livingston	TX	8,322
		Longview News Journal	Longview	TX	30,090
		#REF!	Longview	TX	7,650
		Lubbock Avalanche-Journal	Lubbock	TX	21,250
		The Lufkin Daily News	Lufkin	TX	11,800
		The Monitor/Leader	Mabank	TX	4,060
		The Monitor	Mcallen	TX	27,998
		Meridian Tribune	Meridian	TX	1,800
		The Mexia Daily News	Mexia	TX	1,700
		Hubbard City News	Mexia	TX	700
		Midland Reporter-Telegram	Midland	TX	13,000
		Mineral Wells Index	Mineral Wells	TX	2,291
		The Daily Tribune	Mt. Pleasant	TX	5,000
		Muleshoe Journal	Muleshoe	TX	1,500
		The Daily Sentinel	Nacogodoches	TX	8,000
		New Braunfels Herald-Zeit	New Braunfels	TX	10,700
		Odessa American	Odessa	TX	27,121
		The Olney Enterprise	Olney	TX	1,400
		Palestine Herald - Press	Palestine	TX	5,096
		The Pampa News	Pampa	TX	3,100
		Steel Country Bee	Pittsburg	TX	2,400
		Pittsburg Gazette	Pittsburg	TX	2,500
		Plainview Daily Herald	Plainview	TX	3,500
		The Port Lavaca Wave	Port Lavaca	TX	4,567
		Raymondville Chronicle	Raymondville	TX	1,500
		Willacy County News	Raymondville	TX	1,000
		Rockport Pilot	Rockport	TX	4,200

State	Total Circulation	Newspaper	City	State	Circulation
		San Marcos Daily Record	San Marcos	TX	3,400
		Seguin Gazette-Enterprise	Seguin	TX	6,597
		San Jacinto News-Times	Shepherd	TX	2,239
		The Snyder Daily News	Snyder	TX	5,582
		The Coastal Current Weekl	South Padre Island	TX	31,450
		Stephenville Empire-Tribu	Stephenville	TX	4,400
		Sweetwater Reporter	Sweetwater	TX	2,500
		The Teague Chronicle	Teague	TX	2,537
		Trinity Standard	Trinity	TX	2,388
		The Uvalde Leader-News	Uvalde	TX	4,975
		The Vernon Daily Record	Vernon	TX	4,669
		Waco Tribune - Herald	Waco	TX	37,000
		Waxahachie Daily Light	Waxahachie	TX	4,700
		The Weatherford Democrat	Weatherford	TX	3,353
		Mid Valley Town Crier	Weslaco	TX	22,600
		Wharton Journal - Specta	Wharton	TX	4,200
		Van Zandt News	Wills Point	TX	5,400
		Tyler County Booster	Woodville	TX	3,857
Utah	19,000				
		Sun-Advocate	Price	UT	5,800
		Richfield Reaper	Richfield	UT	5,700
		Tooele Transcript Bulleti	Tooele	UT	7,500
Vermont	25,158				
		Bennington Banner	Bennington	VT	5,200
		Brattleboro Reformer	Brattleboro	VT	7,000
		The Newport Daily Express	Newport	VT	3,969
		St. Albans Messenger	St. Albans	VT	6,089
		Deerfield Valley News	West Dover	VT	2,900
Virginia	163,931				
		Washington County News	Abingdon	VA	1,700
		Bedford Bulletin	Bedford	VA	7,500
		Bristol Herald Courier	Bristol	VA	30,000
		The Farmville Herald	Farmville	VA	6,000
		The Floyd Press	Floyd	VA	4,500
		The Gazette	Galax	VA	8,000
		Page News And Courier	Harrisonburg	VA	7,815
		Shenandoah Valley-Herald	Harrisonburg	VA	3,700
		Valley Banner	Harrisonburg	VA	3,900
		Daily News-Record	Harrisonburg	VA	24,000
		The Carroll News	Hillsville	VA	6,766
		The News - Gazette	Lexington	VA	8,000
		Smyth County News & Messe	Marion	VA	4,275
		Richlands News-Press	Richlands	VA	3,025
		Clinch Valley News	Richlands	VA	1,500
		The Gazette-Virginian	South Boston	VA	9,500
		Northern Virginia Daily	Strasburg	VA	10,000
		The Winchester Star	Winchester	VA	17,000
		Wytheville Enterprise	Wytheville	VA	5,100
		The Bland Messenger	Wytheville	VA	1,650

State	Total Circulation	Newspaper	City	State	Circulation
Washington	46,424	Daily Record	Ellensburg	WA	6,268
		Grandview Herald	Grandview	WA	2,040
		The (Omak-Okanogan County	Omak	WA	5,771
		Record Bulletin	Prosser	WA	3,045
		Daily Sun News	Sunnyside	WA	3,300
		Yakima Herald-Republic	Yakima	WA	26,000
West Virginia	36,088	Gilbert Times	Gilbert	WV	1,700
		Lincoln Journal	Hamlin	WV	1,000
		Ritchie Gazette	Harrisville	WV	3,857
		Mineral Daily News Tribun	Keyser	WV	4,200
		Montgomery Herald	Montgomery	WV	1,100
		The Fayette Tribune	Oak Hill	WV	1,300
		Independent Herald	Pineville	WV	2,000
		Princeton Times	Princeton	WV	5,200
		The Star Herald	Ravenswood	WV	12,179
		Braxton Democrat-Central	Sutton	WV	3,552
Wisconsin	132,637	Amery Free Press	Amery	WI	5,100
		The Daily Press	Ashland	WI	6,000
		The Baldwin Bulletin	Baldwin	WI	1,900
		Barron News - Shield	Barron	WI	4,000
		Daily Citizen	Beaver Dam	WI	7,950
		Jackson County Chronicle	Black River Falls	WI	2,000
		The Chetek Alert	Chetek	WI	2,900
		Cumberland Advocate	Cumberland	WI	2,139
		Vilas County News - Revie	Eagle River	WI	6,120
		Daily Jefferson County Un	Fort Atkinson	WI	7,300
		Sawyer County Record	Hayward	WI	4,776
		The Janesville Gazette	Janesville	WI	20,000
		Grant County Herald Indep	Lancaster	WI	3,400
		Eagle Herald	Marinette	WI	9,000
		Juneau County Star-Times	Mauston	WI	2,210
		The Monroe Times	Monroe	WI	5,074
		Osceola Sun	Osceola	WI	2,139
		The Park Falls Herald	Park Falls	WI	1,600
		Price County Publications	Phillips	WI	2,500
		The Platteville Journal	Platteville	WI	3,900
		Portage Daily Register	Portage	WI	4,400
		Baraboo News Republic	Portage	WI	3,950
		Reedsburg Times Press	Reedsburg	WI	800
		The Sauk Prairie Eagle	Sauk City	WI	1,650
		Spooner Advocate	Spooner	WI	4,229
		The County Journal	Washburn	WI	1,900
		Times Publishing Company	Watertown	WI	8,050
The Waushara Argus	Wautoma	WI	5,500		
Wisconsin Dells Events	Wisconsin Dells	WI	2,150		
Wyoming	65,988	Casper Star-Tribune	Casper	WY	20,000
		Douglas Budget	Douglas	WY	5,500

<b>State</b>	<b>Total Circulation</b>	<b>Newspaper</b>	<b>City</b>	<b>State</b>	<b>Circulation</b>
		The News-Record	Gillette	WY	9,950
		The Journal	Landers	WY	4,191
		The Powell Tribune	Powell	WY	3,045
		The Ranger	Riverton	WY	5,400
		Daily Rocket-Miner	Rock Sprints	WY	7,000
		Sheridan Press	Sheridan	WY	5,200
		The Sundance Times	Sundance	WY	1,642
		Northern Wyoming Daily Ne	Worland	WY	4,060
<b>Total U.S.</b>	<b>6,122,709</b>				

Source: APCT newspaper carrier list and circulation May 2015

**Parade Circulation**

Newspapers by State

Effective May 3, 2015

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
<b>Alabama</b>	<b>315,731</b>	<b>16%</b>	The Anniston Star	Anniston	AL	17,155
			The Athens News Courier	Athens	AL	5,776
			The Birmingham News	Birmingham	AL	104,316
			The Cullman Times	Cullman	AL	7,798
			The Gadsden Times	Gadsden	AL	14,131
			The Huntsville Times	Huntsville	AL	45,471
			Press-Register	Mobile	AL	86,278
			The Daily Home	Talladega	AL	6,867
			The Tuscaloosa News	Tuscaloosa	AL	27,939
<b>Arizona</b>	<b>296,498</b>	<b>12%</b>	Verde Independent & The Bugle	Cottonwood	AZ	3,085
			Arizona Daily Sun	Flagstaff	AZ	9,297
			The Kingman Daily Miner	Kingman	AZ	6,523
			Today's News-Herald	Lake Havasu	AZ	8,764
			East Valley Tribune	Mesa/Scottsdale	AZ	139,513
			The Daily Courier	Prescott	AZ	13,086
			News-Sun	Sun City	AZ	4,801
			The Arizona Daily Star	Tucson	AZ	100,617
The Sun	Yuma	AZ	10,812			
<b>Arkansas</b>	<b>215,408</b>	<b>18%</b>	Daily Siftings Herald	Arkadelphia	AR	1,506
			Blytheville Courier News	Blytheville	AR	2,100
			Camden News	Camden	AR	2,371
			Log Cabin Democrat	Conway	AR	6,530
			Sunday News	El Dorado	AR	5,662
			The Daily World	Helena	AR	1,783
			Hope Star	Hope	AR	1,279
			Northwest Arkansas Democrat Gazette	Little Rock/Fayetteville	AR	190,636
			Magnolia Banner-News	Magnolia	AR	2,209
Stuttgart Daily Leader	Stuttgart	AR	1,332			
<b>California</b>	<b>2,342,171</b>	<b>18%</b>	The Bakersfield Californian	Bakersfield	CA	38,868
			Imperial Valley Press	El Centro	CA	7,278
			Daily Republic	Fairfield	CA	15,530
			The Fresno Bee	Fresno	CA	108,113
			The Sentinel	Hanford	CA	7,011
			Lompoc Record	Lompoc	CA	2,714
			Los Angeles Times	Los Angeles	CA	700,373
			Appeal-Democrat	Marysville	CA	12,205
			Merced Sun-Star	Merced	CA	13,261
			The Modesto Bee	Modesto	CA	59,555
			Register	Napa	CA	10,531
			Antelope Valley Press	Palmdale	CA	17,134
			Recorder	Porterville	CA	5,375
			Record Searchlight	Redding	CA	19,919
			Daily Independent	Ridgecrest	CA	4,472
			The Press Enterprise	Riverside	CA	126,390
			The Sacramento Bee	Sacramento	CA	211,941
			The San Diego Union-Tribune	San Diego	CA	240,480
			San Francisco Chronicle	San Francisco	CA	239,126
			The Tribune	San Luis Obispo	CA	28,669
			The Orange County Register	Santa Ana	CA	270,742
			Santa Barbara News-Press	Santa Barbara	CA	21,245
			Santa Maria Times	Santa Maria	CA	9,538
The Press Democrat	Santa Rosa	CA	50,669			

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			The Union Democrat	Sonora	CA	9,091
			The Record	Stockton	CA	30,617
			Ventura County Star	Ventura	CA	56,006
			Daily Press	Victorville	CA	21,093
			Siskiyou Daily News	Yreka	CA	4,225
<b>Colorado</b>	<b>503,768</b>	<b>24%</b>				
			Sunday Camera	Boulder	CO	20,211
			Canon City Daily Record	Canon City	CO	3,433
			The Gazette	Colorado Springs	CO	65,112
			The Denver Post	Denver	CO	318,241
			The Daily Sentinel	Grand Junction	CO	24,326
			Times-Call	Longmont	CO	12,905
			Reporter-Herald	Loveland	CO	16,892
			Montrose Daily Press	Montrose	CO	4,969
			The Pueblo Chieftain	Pueblo	CO	35,393
			The Chronicle-News	Trinidad	CO	2,286
<b>Connecticut</b>	<b>292,962</b>	<b>21%</b>				
			Connecticut Post	Bridgeport	CT	46,317
			The News-Times	Danbury	CT	18,931
			Time	Greenwich	CT	6,747
			Journal Inquirer	Manchester	CT	30,482
			Record-Journal	Meriden	CT	15,116
			The Middletown Press	Middletown	CT	2,429
			Herald Press	New Britain	CT	8,496
			New Haven Register	New Haven	CT	64,827
			The Day	New London	CT	24,657
			Bulletin	Norwich	CT	15,547
			The Advocate	Stamford	CT	12,760
			The Register Citizen	Torrington	CT	3,250
			Republican	Waterbury	CT	43,403
<b>Delaware</b>	<b>14,684</b>	<b>4%</b>				
			State News Sunday	Dover	DE	14,684
<b>Florida</b>	<b>1,487,234</b>	<b>19%</b>				
			Bradenton Herald	Bradenton	FL	32,938
			Citrus County Chronicle	Crystal River	FL	24,395
			News-Journal	Daytona Beach	FL	71,873
			Northwest Florida Daily News	Ft Walton Beach	FL	25,586
			The Gainesville Sun	Gainesville	FL	34,624
			Florida Times-Union	Jacksonville	FL	100,644
			The Ledger	Lakeland	FL	50,180
			Daily Commercial	Leesburg	FL	14,374
			Live Oak Suwannee Democrat	Live Oak	FL	4,232
			The Miami Herald	Miami	FL	165,695
			Daily News	Naples/Bonita	FL	45,831
			Star-Banner	Ocala	FL	33,678
			The News Herald	Panama City	FL	20,826
			Washington County News	Panama City/Weeklies	FL	24,947
			Herald-Tribune	Sarasota	FL	71,228
			St. Augustine Record	St Augustine	FL	15,131
			Tampa Bay Times	St Petersburg	FL	339,563
			Treasure Coast News	Stuart	FL	71,586
			The Tampa Tribune	Tampa	FL	196,320
			Daily Sun	The Villages	FL	43,183
			The Palm Beach Post	West Palm Beach	FL	100,400
<b>Georgia</b>	<b>533,955</b>	<b>14%</b>				
			Americus Times-Recorder	Americus	GA	2,944
			Athens Banner-Herald	Athens	GA	14,361
			The Atlanta Journal-Constitution	Atlanta	GA	308,278
			The Augusta Chronicle	Augusta	GA	47,456
			Columbus Ledger-Enquirer	Columbus	GA	31,864
			Cordele Dispatch	Cordele	GA	3,410

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Daily Citizen	Dalton	GA	11,000
			The Telegraph	Macon	GA	44,128
			The Milledgeville Union-Recorder	Milledgeville	GA	6,441
			The Moultrie Observer	Moultrie	GA	4,225
			Savannah Morning News	Savannah	GA	35,043
			Thomasville Times-Enterprise	Thomasville	GA	6,414
			The Tifton Gazette	Tifton	GA	5,168
			The Valdosta Daily Times	Valdosta	GA	13,223
<b>Idaho</b>	<b>155,340</b>	<b>26%</b>				
			Idaho Statesman	Boise	ID	53,784
			Post Register	Idaho Falls	ID	23,290
			Lewiston Morning Tribune	Lewiston/Clarkson	ID	21,537
			Idaho Press-Tribune	Nampa/Caldwell	ID	21,901
			Idaho State Journal	Pocatello	ID	15,091
			Standard Journal	Rexburg	ID	3,569
			The Times-News	Twin Falls	ID	16,168
<b>Illinois</b>	<b>1,138,510</b>	<b>23%</b>				
			The Telegraph	Alton	IL	14,745
			Belleville News-Democrat	Belleville	IL	43,290
			The Pantagraph	Bloomington	IL	32,762
			The Daily Ledger	Canton	IL	3,272
			The Southern Illinoisan	Carbondale	IL	26,180
			Carmi Times	Carmi	IL	2,404
			The News-Gazette	Champaign/Urbana	IL	39,893
			Chicago Tribune	Chicago	IL	643,876
			Commercial News	Danville	IL	11,100
			Herald & Review	Decatur	IL	37,536
			Edwardsville Intelligencer	Edwardsville	IL	4,132
			Effingham Daily News	Effingham	IL	9,564
			Daily Journal	Eldorado	IL	500
			The Journal Standard	Freeport	IL	7,101
			The Register-Mail	Galesburg	IL	9,772
			Daily Register	Harrisburg	IL	2,125
			Jacksonville Journal-Courier	Jacksonville	IL	8,858
			Daily Journal	Kankakee	IL	24,368
			Star Courier	Kewanee	IL	3,438
			The Macomb Journal	Macomb	IL	2,898
			Dispatch/Rock Island Argus	Moline	IL	35,397
			Daily Review Atlas	Monmouth	IL	1,419
			Mt. Vernon Register-News	Mount Vernon	IL	5,499
			Daily Mail	Olney	IL	2,653
			Pekin Daily Times	Pekin	IL	5,492
			Journal Star	Peoria	IL	57,165
			Daily Leader	Pontiac	IL	2,500
			Quincy Herald-Whig	Quincy	IL	18,694
			Register Star & Yes	Rockford	IL	41,549
			The State Journal-Register	Springfield	IL	40,328
<b>Indiana</b>	<b>435,673</b>	<b>17%</b>				
			The Herald Bulletin	Anderson	IN	16,930
			The Batesville Herald Tribune	Batesville	IN	2,274
			The Herald Times	Bloomington/Bedford	IN	29,043
			The Republic	Columbus	IN	15,671
			Evansville Courier & Press	Evansville	IN	54,827
			The Journal Gazette	Fort Wayne	IN	74,644
			Daily Journal	Franklin	IN	12,163
			The Goshen News	Goshen	IN	8,440
			Daily Reporter	Greenfield	IN	7,331
			Greensburg News	Greensburg	IN	3,592
			Kokomo Tribune	Kokomo	IN	18,029
			The Lebanon Reporter	Lebanon	IN	4,217
			Pharos-Tribune	Logansport	IN	8,425
			Reporter-Times	Mooreville/Decatur	IN	2,702
			Times Of Northwest Indiana	Munster/Lake Co/Valp	IN	77,357

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			The Evening News & The Tribune	New Albany	IN	9,460
			Rushville Republican	Rushville	IN	2,338
			The Tribune	Seymour	IN	5,572
			South Bend Tribune	South Bend	IN	64,156
			Tribune-Star	Terre Haute	IN	18,502
<b>Iowa</b>	<b>231,558</b>	<b>19%</b>				
			The Tribune	Ames	IA	8,498
			The Gazette	Cedar Rapids	IA	49,050
			Clinton Herald	Clinton	IA	7,950
			Quad-City Times	Davenport	IA	46,428
			The Messenger	Fort Dodge	IA	13,615
			Knoxville Journal Express	Knoxville	IA	1,911
			Times-Republican	Marshalltown	IA	7,056
			Globe-Gazette	Mason City	IA	14,923
			Muscatine Journal	Muscatine	IA	4,647
			Oskaloosa Herald	Oskaloosa	IA	2,220
			The Ottumwa Courier	Ottumwa	IA	9,006
			Sioux City Journal	Sioux City	IA	29,164
			The Courier	Waterloo	IA	37,090
<b>Kansas</b>	<b>209,873</b>	<b>18%</b>				
			Dodge City Globe	Dodge City	KS	3,137
			El Dorado Times	El Dorado	KS	3,275
			The Garden City Telegram	Garden City	KS	5,200
			The Hays Daily News	Hays	KS	8,086
			Hutchinson News	Hutchinson	KS	23,539
			Journal World	Lawrence	KS	15,637
			The Manhattan Mercury	Manhattan	KS	7,712
			McPherson Sentinel	McPherson	KS	2,505
			Kansan	Newton	KS	4,200
			The Ottawa Herald	Ottawa	KS	3,900
			Morning Sun	Pittsburg	KS	5,094
			The Pratt Tribune	Pratt	KS	1,550
			Salina Journal	Salina	KS	21,850
			Topeka Capital-Journal	Topeka	KS	29,168
			Wellington News	Wellington	KS	1,600
			The Wichita Eagle	Wichita	KS	73,420
<b>Kentucky</b>	<b>200,739</b>	<b>11%</b>				
			The Independent	Ashland	KY	12,088
			Kentucky Standard	Bardstown	KY	7,572
			Daily News	Bowling Green	KY	21,709
			Corbin Times-Tribune	Corbin	KY	4,682
			The Kentucky Advocate	Danville	KY	7,174
			The News Enterprise	Elizabethtown	KY	15,448
			The Glasgow Daily Times	Glasgow	KY	6,268
			The Gleaner	Henderson	KY	7,788
			Kentucky New Era	Lexington	KY	6,980
			Herald-Leader	Lexington	KY	87,769
			The London Sentinel-Echo	London	KY	7,501
			The Ledger Independent	Maysville	KY	5,514
			Commonwealth Journal	Somerset	KY	7,327
			The Winchester Sun	Winchester	KY	2,919
<b>Louisiana</b>	<b>270,317</b>	<b>15%</b>				
			Bastrop Daily Enterprise	Bastrop	LA	2,294
			The Advocate	Baton Rouge	LA	105,676
			Beauregard Daily News	Deridder	LA	1,797
			The Courier	Houma	LA	13,744
			American Press	Lake Charles	LA	28,028
			The Leesville Daily Leader	Leesville	LA	1,407
			The Times-Picayune	New Orleans	LA	116,161
			Southwest Daily News	Sulphur	LA	1,210

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
<b>Maine</b>	<b>99,320</b>	<b>18%</b>	Kennebec Journal	Augusta	ME	8,696
			Sun Journal	Lewiston	ME	22,786
			Maine Sunday Telegram	Portland	ME	57,120
			Morning Sentinel	Waterville	ME	10,718
<b>Maryland</b>	<b>389,934</b>	<b>18%</b>	Annapolis Gazette	Annapolis	MD	5,000
			The Capital	Annapolis	MD	32,897
			The Sun	Baltimore	MD	239,354
			Cumberland Times-News	Cumberland	MD	21,067
			Star-Democrat	Easton	MD	15,764
			News-Post	Frederick	MD	27,506
			The Herald-Mail Newspapers	Hagerstown	MD	26,742
			Carroll County Times	Westminster	MD	21,604
<b>Massachusetts</b>	<b>649,197</b>	<b>25%</b>	Boston Sunday Globe	Boston	MA	290,662
			The Enterprise	Brockton	MA	21,767
			Herald News	Fall River	MA	13,060
			Metrowest Daily News	Framingham	MA	16,801
			Gloucester Daily Times	Gloucester	MA	6,137
			Sunday Cape Cod Times	Hyannis/Cape Cod	MA	38,959
			Milford Daily News	Milford	MA	5,150
			Sunday Standard-Times	New Bedford	MA	19,972
			The Daily News Of Newburyport	Newburyport	MA	8,052
			Eagle tribune	North Andover	MA	28,055
			Patriot Ledger	Quincy	MA	34,830
			Salem News	Salem	MA	15,624
			Republican	Springfield	MA	87,053
			Taunton Daily Gazette	Taunton	MA	5,888
Sunday Telegram	Worcester	MA	57,187			
<b>Michigan</b>	<b>637,372</b>	<b>16%</b>	The Daily Telegram	Adrian	MI	11,691
			AnnArbor.Com	Ann Arbor	MI	26,968
			Huron Daily Tribune	Bad Axe	MI	4,490
			The Bay City Times	Bay City	MI	26,098
			Tribune	Cheboygan	MI	4,239
			Reporter	Coldwater	MI	3,839
			Press & Guide	Dearborn	MI	13,390
			The Flint Journal	Flint	MI	52,415
			Gaylord Herald-Times	Gaylord	MI	4,073
			The Grand Rapids Press	Grand Rapids	MI	116,679
			Daily News	Hillsdale	MI	4,125
			Sentinel	Holland	MI	14,264
			Sentinel-Standard	Ionia	MI	1,662
			Citizen Patriot	Jackson	MI	21,823
			Kalamazoo Gazette	Kalamazoo	MI	41,648
			The County Press	Lapeer	MI	9,251
			The Mining Journal	Marquette	MI	12,327
			The Midland Daily News	Midland	MI	11,764
			The Monroe Sunday News	Monroe	MI	17,380
			The Macomb Daily	Mount Clemens	MI	41,394
			Morning Sun	Mount Pleasant	MI	8,617
			The Muskegon Chronicle	Muskegon	MI	27,093
			Petoskey News-Review	Petoskey	MI	8,111
			The Oakland Press	Pontiac	MI	38,865
			The Daily Tribune	Royal Oak	MI	4,714
			The Saginaw News	Saginaw	MI	28,399
			The Evening News	Sault Ste. Marie	MI	5,012
			The News-Herald	Southgate	MI	48,854
			Journal	Sturgis	MI	4,781
			Record-Eagle	Traverse City	MI	23,406

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
<b>Minnesota</b>	<b>814,073</b>	<b>38%</b>	The Bemidji Pioneer	Bemidji	MN	7,016
			Brainerd Dispatch	Brainerd	MN	13,522
			Crookston Daily Times	Crookston	MN	1,149
			Duluth News-Tribune	Duluth	MN	36,060
			The Free Press	Mankato	MN	16,874
			Star Tribune	Minneapolis	MN	455,793
			The Journal	New Ulm	MN	6,478
			Red Wing Republican Eagle	Red Wing	MN	5,245
			Pioneer Press	St Paul	MN	244,688
			West Central Tribune	Willmar	MN	12,186
			Winona Daily News	Winona	MN	8,747
			Daily Globe	Worthington	MN	6,315
<b>Mississippi</b>	<b>111,835</b>	<b>10%</b>	Sun Herald	Biloxi/Gulfport	MS	29,362
			The Clarksdale Press Register	Clarksdale	MS	1,800
			The Commercial Dispatch	Columbus	MS	12,078
			Delta Democrat Times	Greenville	MS	6,116
			The Greenwood Commonwealth	Greenwood	MS	5,475
			Chronicle	Laurel	MS	7,579
			Enterprise-Journal	Mc Comb	MS	8,588
			The Meridian Star	Meridian	MS	9,750
			Northeast Mississippi Daily Journal	Tupelo	MS	31,087
<b>Missouri</b>	<b>584,916</b>	<b>24%</b>	Boonville Daily News	Boonville	MO	1,268
			Lake Sun Leader	Camdenton	MO	5,105
			Southeast Missourian	Cape Girardeau	MO	12,092
			The Carthage Press	Carthage	MO	1,589
			Constitution-Tribune	Chillicothe	MO	2,770
			Missourian	Columbia	MO	4,100
			The Daily Statesman	Dexter	MO	2,003
			The Fulton Sun	Fulton	MO	3,520
			Courier-Post	Hannibal	MO	4,304
			News Tribune	Jefferson City	MO	17,748
			The Joplin Globe	Joplin	MO	22,684
			The Kansas City Star	Kansas City	MO	226,869
			The Daily Dunklin Democrat	Kennett	MO	2,141
			Kirksville Daily Express	Kirksville	MO	3,174
			The Mexico Ledger	Mexico	MO	3,659
			Monitor Index/Democrat	Moberly	MO	3,213
			Neosho Daily News	Neosho	MO	2,039
			Weekend Herald-Tribune	Nevada	MO	4,200
			Daily Journal	Park Hills	MO	5,033
			Daily American Republic	Poplar Bluff	MO	8,645
			Rolla Daily News	Rolla	MO	3,243
			Democrat	Sedalia	MO	5,822
			Standard Democrat	Sikeston	MO	4,557
			St. Joseph News-Press	St Joseph	MO	24,681
St. Louis Post-Dispatch	St Louis	MO	209,643			
Daily Guide	Waynesville	MO	814			
<b>Montana</b>	<b>110,264</b>	<b>26%</b>	Billings Gazette	Billings	MT	34,828
			Bozeman Daily Chronicle	Bozeman	MT	14,693
			Montana Standard	Butte	MT	10,065
			Helena Independent Record	Helena	MT	10,976
			Daily Inter Lake	Kalispell	MT	15,353
			Missoulian	Missoula	MT	24,349
<b>Nebraska</b>	<b>241,063</b>	<b>32%</b>	Sun	Beatrice	NE	4,233
			Telegram	Columbus	NE	7,221
			The Grand Island Independent	Grand Island	NE	17,157
			Journal Star	Lincoln	NE	54,614
			Norfolk Daily News	Norfolk	NE	13,217

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Sunday World-Herald	Omaha	NE	141,530
			York News Times	York	NE	3,091
<b>Nevada</b>	<b>138,247</b>	<b>13%</b>				
			Elko Daily Free Press	Elko	NV	4,687
			Las Vegas Review-Journal	Las Vegas	NV	133,560
<b>New Hampshire</b>	<b>72,645</b>	<b>14%</b>				
			Sentinel	Keene	NH	9,602
			New Hampshire News	Manchester	NH	48,468
			Seacoast Sunday	Portsmouth	NH	14,575
<b>New Jersey</b>	<b>534,863</b>	<b>16%</b>				
			The Record & Herald News	Bergen	NJ	151,569
			Suburban Trends	Hackensack	NJ	6,684
			The Jersey Journal	Jersey City	NJ	13,687
			The Star-Ledger	Newark	NJ	247,025
			New Jersey Herald	Newton	NJ	15,629
			Trentonian	Trenton	NJ	15,473
			The Times	Trenton	NJ	31,338
			Burlington County Times	Willingboro	NJ	24,779
			South Jersey Sunday	Woodbury	NJ	28,679
<b>New Mexico</b>	<b>141,857</b>	<b>17%</b>				
			Journal	Albuquerque	NM	96,346
			Clovis News Journal	Clovis	NM	5,711
			News-Sun	Hobbs	NM	6,767
			Los Alamos Monitor	Los Alamos	NM	2,963
			Portales News-Tribune	Portales	NM	1,720
			Daily Record	Roswell	NM	10,013
			The Santa Fe New Mexican	Santa Fe	NM	18,337
<b>New York</b>	<b>1,112,569</b>	<b>15%</b>				
			Times Union	Albany	NY	107,765
			The Citizen	Auburn	NY	7,925
			The Daily News	Batavia	NY	9,838
			The Buffalo News	Buffalo	NY	196,737
			Messenger Post	Canandaigua	NY	8,139
			Daily Mail	Catskill	NY	2,305
			The Sunday Leader	Corning	NY	7,898
			Finger Lakes Times	Geneva	NY	13,065
			Post-Star	Glens Falls	NY	26,257
			The Leader-Herald	Gloversville	NY	9,204
			Herkimer Telegram	Herkimer	NY	1,807
			The Spectator	Hornell	NY	7,323
			Register-Star	Hudson	NY	3,924
			Freeman	Kingston	NY	14,019
			The Evening Times	Little Falls	NY	1,011
			Lockport Journal	Lockport	NY	5,726
			The Malone Telegram	Malone	NY	4,322
			Times Herald-Record Sunday	Middletown	NY	54,349
			New York Daily News	New York	NY	361,941
			Niagra Gazette Sunday	Niagra Falls	NY	10,008
			Advance-News	Ogdensburg	NY	6,217
			The Oneida Daily Dispatch	Oneida	NY	4,494
			The Daily Star	Oneonta	NY	10,548
			Press-Republican	Plattsburgh	NY	15,268
			Saratogian	Saratoga Springs	NY	5,785
			Staten Island Advance	Staten Island	NY	36,783
			The Post-Standard	Syracuse	NY	111,664
			Record	Troy	NY	6,308
			Observer-Dispatch	Utica	NY	38,123
			Daily Times	Watertown	NY	21,583
			Wellsville Daily Reporter	Wellsville	NY	2,233

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
North Carolina	743,902	19%	Albemarle Stanley News & Press	Albemarle	NC	7,378
			Times-News	Burlington	NC	19,302
			The Chapel Hill News	Chapel Hill	NC	17,033
			The Charlotte Observer	Charlotte	NC	161,836
			The Durham News	Durham	NC	58,673
			The Fayetteville Observer	Fayetteville	NC	47,071
			Gaston Gazette	Gastonia	NC	20,054
			Goldsboro News-Argus	Goldsboro	NC	15,428
			The News & Record	Greensboro	NC	68,262
			The Daily Reflector	Greenville	NC	16,966
			Times-News	Hendersonville	NC	11,536
			News	Jacksonville	NC	14,033
			Free Press	Kinston	NC	8,239
			Sun-Journal	New Bern	NC	12,725
			The News & Observer	Raleigh	NC	147,218
			The Star	Shelby	NC	8,158
			The Pilot	Southern Pines	NC	13,319
			Star-News	Wilmington	NC	37,874
Winston-Salem Journal	Winston-Salem	NC	58,797			
North Dakota	119,608	39%	Tribune	Bismarck	ND	24,518
			Devils Lake Daily Journal	Devils Lake	ND	2,761
			The Dickinson Press	Dickinson	ND	6,060
			The Forum	Fargo	ND	43,606
			Grand Forks Herald	Grand Forks	ND	23,661
			The Jamestown Sun	Jamestown	ND	4,785
			Minot Daily News	Minot	ND	14,217
Ohio	932,779	20%	Akron Beacon Journal	Akron	OH	96,516
			Ashland Times-Gazette	Ashland	OH	10,199
			Ashtabula Star Beacon	Ashtabula	OH	12,241
			The Sunday Jeffersonian	Cambridge	OH	9,980
			The Repository	Canton	OH	54,649
			The Plain Dealer	Cleveland	OH	267,455
			Dayton Daily News	Dayton	OH	114,000
			The Crescent-News	Defiance	OH	15,141
			Sunday Review	East Liverpool	OH	5,509
			The Chronicle-Telegram	Elyria	OH	20,287
			The Courier	Findlay	OH	15,997
			Review-Times	Fostoria	OH	2,517
			Journal News	Hamilton	OH	26,934
			The Lima News	Lima	OH	26,088
			Morning Journal	Lorain	OH	17,473
			The Times Reporter	New Philadelphia	OH	15,460
			Salem News	Salem	OH	3,791
			Springfield News-Sun	Springfield	OH	20,964
			The Blade	Toledo	OH	97,036
			Lake County News-Herald	Willoughby	OH	31,362
The Daily Record	Wooster	OH	19,558			
The Vindicator	Youngstown	OH	49,622			
Oklahoma	319,861	21%	Daily Ardmoreite	Ardmore	OK	8,231
			Claremore Daily Progress	Claremore	OK	4,882
			News and Eagle	Enid	OK	11,693
			McAlester News-Capitol	McAlester	OK	5,313
			Miami News-Record	Miami	OK	4,491
			Muskogee Phoenix	Muskogee	OK	9,741
			Norman Transcript	Norman	OK	9,249
			The Oklahoman	Oklahoma City	OK	151,987
			The Pryor Daily Times	Pryor	OK	3,288
			Stillwater Press	Stillwater	OK	5,876
			Tahlequah Daily Press	Tahlequah	OK	3,189
			Tulsa World	Tulsa	OK	98,507

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Woodward News	Woodward	OK	3,414
<b>Oregon</b>	<b>350,890</b>	<b>22%</b>	Albany Democrat-Herald & Corvallis Gazette Times	Albany	OR	19,727
			The Bulletin	Bend	OR	25,531
			The World	Coos Bay	OR	7,449
			The Register-Guard	Eugene	OR	49,740
			Herald And News	Klamath Falls	OR	12,798
			Mail Tribune	Medford	OR	20,208
			Argus Observer	Ontario	OR	5,493
			The Oregonian	Portland	OR	209,944
<b>Pennsylvania</b>	<b>1,650,863</b>	<b>33%</b>	The Morning Call	Allentown	PA	109,372
			Beaver County Times	Beaver	PA	27,288
			Gazette	Bedford	PA	10,838
			The Sentinel	Carlisle	PA	10,276
			The Intelligencer	Doylestown	PA	30,532
			Tri-County Sunday	Du Bois	PA	13,850
			The Express-Times	Easton	PA	44,607
			Erie Times-News	Erie	PA	54,325
			Gettysburg Times	Gettysburg	PA	9,525
			Patriot-News	Harrisburg	PA	89,884
			Hazleton Standard-Speaker	Hazleton	PA	14,816
			The Wayne Independent	Honesdale	PA	2,717
			The Daily News	Huntingdon	PA	8,110
			The Tribune-Democrat	Johnstown	PA	28,720
			Lancaster New Era Intelligencer Journal Sunday News	Lancaster	PA	80,220
			Latrobe Bulletin	Latrobe	PA	7,100
			Bucks County Courier Times	Levittown/Bristol	PA	39,788
			Meadville Tribune	Meadville	PA	9,792
			New Castle News	New Castle	PA	12,631
			Times Herald	Norristown	PA	17,561
			The Philadelphia Inquirer	Philadelphia	PA	343,585
			Philadelphia Daily News	Philadelphia DN	PA	46,234
			Pittsburgh Post-Gazette	Pittsburgh	PA	205,554
			Mercury	Pottstown	PA	15,025
			Pottsville Republican Herald	Pottsville	PA	20,760
			Delaware County Daily Times	Primos	PA	26,233
			Reading Eagle	Reading	PA	62,453
			Scranton Times-Tribune	Scranton	PA	49,211
			The Shamokin-Pottsville News-Item	Shamokin	PA	7,085
			The Herald	Sharon	PA	14,855
			St College Centre Daily Times	State College	PA	19,849
			Pocono Record	Stroudsburg	PA	15,513
			The Daily Item	Sunbury	PA	20,639
			Towanda Sunday Review	Towanda	PA	8,168
			Tyrone Daily Herald	Tyrone	PA	1,700
			Herald-Standard	Uniontown	PA	18,227
			Washington Observer Reporter	Washington	PA	32,350
			The Record Herald	Waynesboro	PA	6,858
			Daily Local News	West Chester	PA	18,582
			The Times Leader	Wilkes Barre	PA	45,273
			Citizen's Voice	Wilkes-Barre	PA	25,681
			Williamsport Sun-Gazette	Williamsport	PA	25,076
<b>Rhode Island</b>	<b>94,822</b>	<b>23%</b>	The Providence Journal	Providence	RI	94,822
<b>South Carolina</b>	<b>330,975</b>	<b>18%</b>	Anderson Independent-Mail	Anderson	SC	25,727
			The Post And Courier	Charleston	SC	74,027
			The State	Columbia	SC	67,804
			Georgetown Times	Georgetown	SC	5,012
			The Index-Journal	Greenwood	SC	11,756
			The Island Packet	Hilton Head Island	SC	22,844
			Lancaster News	Lancaster	SC	10,703

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			The Sun News	Myrtle Beach	SC	38,133
			The Times & Democrat	Orangeburg	SC	9,155
			The Herald	Rock Hill	SC	19,501
			Herald-Journal	Spartanburg	SC	34,273
			The Item	Sumter	SC	12,040
<b>South Dakota</b>	<b>57,241</b>	<b>17%</b>				
			American News	Aberdeen	SD	12,350
			Butte County Post	Belle Fourche	SD	1,374
			The Daily Republic	Mitchell	SD	10,162
			Rapid City Journal	Rapid City	SD	23,430
			Watertown Public Opinion	Watertown	SD	9,925
<b>Tennessee</b>	<b>369,675</b>	<b>14%</b>				
			Chattanooga Times Free Press	Chattanooga	TN	73,525
			Cleveland Daily Banner	Cleveland	TN	11,846
			Crossville Chronicle	Crossville	TN	7,459
			The State Gazette	Dyersburg	TN	4,207
			Johnson City Press	Johnson City	TN	25,319
			Knoxville News Sentinel	Knoxville	TN	91,348
			The Commercial Appeal	Memphis	TN	110,453
			Citizen Tribune	Morristown	TN	22,871
			Oak Ridge	Oak Ridge	TN	4,147
			Shelbyville Times-Gazette	Shelbyville	TN	6,750
			The Sunday News	Tullahoma	TN	11,750
<b>Texas</b>	<b>1,580,740</b>	<b>17%</b>				
			Abilene Reporter-News	Abilene	TX	21,559
			Amarillo Globe-News	Amarillo	TX	28,151
			Athens Daily Review	Athens	TX	3,696
			Austin American-Statesman	Austin	TX	122,361
			The Beaumont Enterprise	Beaumont	TX	27,180
			Brownsville Herald	Brownsville	TX	10,592
			Brownwood Bulletin	Brownwood	TX	4,782
			Corpus Christi Caller-Times	Corpus Christi	TX	41,618
			Corsicana Daily Sun	Corsicana	TX	3,662
			The Dallas Morning News	Dallas	TX	311,318
			Denton Record-Chronicle	Denton	TX	10,052
			El Diario De El Paso	El Paso	TX	10,942
			Star-Telegram	Fort Worth	TX	184,988
			Gainesville Daily Register	Gainesville	TX	4,653
			Greenville Herald Banner	Greenville	TX	4,880
			Valley Morning Star	Harlingen	TX	12,958
			The Leader	Houston	TX	35,000
			Houston Community	Houston Community	TX	465,195
			The Huntsville Item	Huntsville	TX	4,288
			Jacksonville Daily Progress	Jacksonville	TX	2,365
			Kerrville Daily Times	Kerrville	TX	7,738
			Killeen Daily Herald	Killeen	TX	15,488
			Lubbock Avalanche-Journal	Lubbock	TX	29,685
			Monitor	McAllen	TX	26,502
			Reporter-Telegram	Midland	TX	15,213
			The Mineral Wells Index	Mineral Wells	TX	2,370
			Odessa American	Odessa	TX	12,132
			Palestine Herald-Press	Palestine	TX	4,578
			The Paris News	Paris	TX	6,746
			Plainview Daily Herald	Plainview	TX	2,925
			Standard-Times	San Angelo	TX	17,512
			Stephenville Empire-Tribune	Stephenville	TX	3,275
			Temple Daily Telegram	Temple	TX	16,545
			Gazette	Texarkana	TX	21,938
			Tyler Courier-Times-Telegraph	Tyler	TX	20,022
			Victoria Advocate	Victoria	TX	23,819
			The Waxahachie Daily Light	Waxahachie	TX	3,191
			Mid Valley Town Crier	Weslaco	TX	22,300
			Times Record News	Wichita Falls	TX	18,521

State	State Circulation	% HH Cov	Newspaper Name	City	State	Circulation
<b>Utah</b>	<b>187,291</b>	<b>20%</b>				
			The Herald Journal	Logan	UT	12,455
			Daily Herald	Provo	UT	26,757
			The Salt Lake Tribune-Deseret News	Salt Lake City	UT	148,079
<b>Virginia</b>	<b>314,790</b>	<b>10%</b>				
			Daily Press	Newport News/Hampton	VA	78,749
			The Virginian-Pilot	Norfolk	VA	148,247
			The Petersburg Progress-Index	Petersburg	VA	11,430
			The Roanoke Times	Roanoke	VA	76,364
<b>Washington</b>	<b>633,890</b>	<b>23%</b>				
			The Daily World	Aberdeen	WA	6,741
			The Bellingham Herald	Bellingham	WA	17,922
			Kitsap Sun	Bremerton	WA	18,361
			Daily Record	Ellensburg	WA	5,728
			The Daily News	Longview	WA	15,766
			Skagit Valley Herald	Mount Vernon	WA	13,993
			The Olympian	Olympia	WA	21,325
			Tri-City Herald	Pasco/Tri Cities	WA	29,132
			The Seattle Times	Seattle	WA	268,657
			The Spokesman-Review	Spokane	WA	70,476
			The News Tribune	Tacoma	WA	79,914
			The Columbian	Vancouver	WA	31,496
			Walla Walla Union-Bulletin	Walla Walla	WA	11,290
			The Wenatchee World	Wenatchee	WA	16,301
			Herald-Republic	Yakima	WA	26,788
<b>Washington DC</b>	<b>573,348</b>	<b>196%</b>				
			The Washington Post	Washington	DC	573,348
<b>West Virginia</b>	<b>193,896</b>	<b>25%</b>				
			The Register-Herald	Beckley	WV	17,754
			Bluefield Daily Telegraph	Bluefield	WV	13,343
			Gazette-Mail	Charleston	WV	54,832
			Clarksburg Exponent-Telegram	Clarksburg	WV	16,892
			Times West Virginian	Fairmont	WV	7,987
			Mineral Daily News Tribune	Keyser	WV	2,487
			The Journal	Martinsburg	WV	13,317
			The Dominion Post	Morgantown	WV	18,478
			The Parkersburg News And Sentinel	Parkersburg	WV	22,239
			Princeton Times	Princeton	WV	1,580
			Sunday News-Register	Wheeling	WV	24,987
<b>Wisconsin</b>	<b>217,800</b>	<b>9%</b>				
			Baraboo News Republic	Baraboo	WI	3,188
			Daily Citizen	Beaver Dam	WI	8,495
			Chippewa Valley Newspapers	Chippewa Falls	WI	6,481
			Leader-Telegram	Eau Claire	WI	24,091
			Kenosha News	Kenosha	WI	22,353
			La Crosse Tribune	La Crosse	WI	29,780
			Wisconsin State Journal	Madison	WI	91,043
			Daily Register	Portage	WI	3,640
			The Journal Times	Racine	WI	23,828
			Shawano Leader	Shawano	WI	4,901
<b>Wyoming</b>	<b>26,078</b>	<b>11%</b>				
			Casper Star-Tribune	Casper	WY	19,431
			Daily Rocket-Miner	Rock Springs	WY	6,647
<b>Total U.S.</b>	<b>22,981,025</b>					

Source: Parade 5/3/2015 circulation based on AAM, CAC, VAC &amp; newspaper publisher statements &amp; estimates, 9/30/2014. Households based on Nielsen 2014

# **EXHIBIT 2**

## Advertising.com Site List

1-800-590-Heartburn.com	GleeForum.com, TheGreenArrow.net,	Technorati Media - SodaHead.com
1-800-894-Diabetes.com	GlitterAndPearls.com	Technorati Media - Technorati.com
1-800-ItchyEyes.com	Glittergames.com	Technorati.com
1-800-MyDepression.com	Global-facts.net	Techxilla.com
1-800-MyKidney.com	GlobalGourmet.com	Teefury.com
1-800-Oncologist.com	GlobalGrind.com	Tehparadox.com
1-800-Therapist.com	GlobalOne.TV	TeleGraph.co.uk
1-800-therapist.com	GlobalOne.tv	Telegraph.co.uk
1.fm	GlobalPost	Television Revenue Non RTB
1000goals.com	GlobalPost.com	Tellymix.co.uk
1001Arcade.com	GlobalSecurity.com	TenManga.com
1001Fonts.com	GlobalSecurity.org	Tennis.com
1001Recipe.com	Glogster.com	Tennisdigital.com
10best.com	GloucesterTimes.com	Teratome.com
123Greetings.com	Gloucestertimes.com	TerezOwens.com
123greetings.com	GlowTrend.com	TermPaperWarehouse.com
13deals.com	GlutenFreeTravelSite.com	Terra Sites
140fire.com	Go.com	Terra.com
1800Oncologist.com	Go211.com	TerriblyCute.com
1800Therapist	GoAntiques.com	TescFinance.com
1800Therapist.com	GoDaddy	Test.com
1800oncologist	GoGoAnime.com	Tested.com Revenue Non RTB
1UP.COM	GoMemphis.com	TetrisFriends.com
1Wrestling.com	GoMumsy.com	TetrisOnline.com
1club.fm	GoPrivate.eu	TexasLotto.com
1cup1coffee.com	GoSave.com	TextNow.com
1up.COM	GoSkagit.com	Textnow.com
21USDeal.com	GoTitans.com	Tf2outpost.com
21questions.com; apps.facebook.com	Goal	Thatgrapejuice.net
24-7 Sports	Goal.com	The-digital-picture.com
24/7 Wall St	Goal100.com	The-gadgeteer.com
247Sports.Com	GoalLine.ca	The-girl-who-ate-everything.com
247Sports.com	Goantiques.com	The570.com; CitizensVoice.com
247WallSt.com	GodVine.com	The570.com; CitizensVoice.com;
247sports.com	Gogoanime.com Capped	The814Times.com
24HourCampFire.com	Gogoanime.com Uncapped	TheAdvocate
24hACRepair.com	Golf.com	TheAdvocate.com
24hApplianceRepair.com	GolfPigeon.com	TheAge.com.au
24hElectrician.com	GolfWRX.com	TheAnswerBank.co.uk
24hPlumber.com	Golfchannel.com	TheAshleysRealityRoundUp.com
24wired.tv.com	Golfreview.com	TheAshleysRealityRoundup.com
2Bluemediagroup.com	Golsn.com	TheAtlantic.com
2bluemia.com	GoodBlogs.com	TheAwesomer.com
2bluemediagroup.com	GoodHousekeeping.com	TheBerry.com
2x3plastics.com	GoodLifeReview.com	TheBlaze.com
360Haven.com	GoodTechSystems.com	TheBlemish.com
3BoysAndADog.com	Goodcheapeats.com	TheBostonPhoenix.com
3FatChicks.com	Goodcholesterolcount.com	TheBraiser.com
3WK.com	Google.com	TheBrokeAssBride.com

## Advertising.com Site List

3dilusion.com	GopherHole.com	TheBrooklynGame.com
404TechSupport.com	Gorilla Nation - TheFutonCritic	TheBullsPen.com
411Answers.com	Gorilla Nation - X17Online.com	TheBunsenBurner.com
411answers.com	Gorillaleak.com Capped	TheCabin.net
41Nbc.com	Gorillaleak.com Uncapped	TheCatSite.com
41Q.com	Gorillanation.com	TheCelebrityCafe.com
49ersWebZone.com	GospelHerald.net	TheChive.com
4Shared.com	GossipBoulevard.com	TheChronicleHerald.ca
50States.com	GossipCenter.com	TheCirculation.info
66Quotes.Blogspot.com	GossipCenter.com, CelebSpin.com,	TheCouponProject.com
6Lyrics.com	GossipDaily.com	TheCrimson.com
7Gadgets.com	GossipJacker.net	TheCuisine.blogspot.com
7LiveOnline.com	GossipOnThis.com	TheCupcakeBlog.com
7Liveonline.com	GossipRocks.com	TheCuteKid.com
8Tracks.com	GossipWeLove.com	TheDailyBeast.com
953TheRebel.com	Gossipbucket.com	TheDailyBuggle.com
971TheFan.com	Gossipcop.com	TheDailyFreeman.com; freemanonline.
9To5Mac.com	Gossipdaily.com	TheDailyGreen.com
9gag.com	GotCeleb.com	TheDailyTruffle.com
9jatube.tv	GotFrag.com	TheDeadPelican.com
A-gc.com	GotchaMovies.com	TheDebateNeverEnds.com
AARoads.com; Interstate-Guide.com;	GothamGazette.com	TheDesignConfidential.com
ABC13.com	Gottabemobile.com	TheDrinkNation.com
ABC7News.com	GourmandRecipes.com	TheDroidNation.com
ABCFamily.com; ABCFamily.go.com	Gourmandeinthekitchen.com	TheEagle.com
ABCNews.com	Gourmandeinthekitchen.com Mobile	TheEdgyTimes.com
ADVFN.com	Gourmandia	TheEntertainingElf.com
AGGREGATED SITES -- MATOMY	Gourmandia.com	TheEpochTimes.com
AGGREGATED URLS - PK4MEDIA.	Grab-Media.com	TheFWoosh.com
AGKidZone.GirlsGoGames.com	Grab.com - Picsy	TheFiscalTimes.com
AGame.com	Grammarbank.com	TheFourthPeriod.com
AHealthyEarth.net	Grammy.com	TheFreeDictionary.com
AIM	GrandForksHerald.com	TheFreeLibrary.com
AIM Apps Revenue Non RTB	Grandparents.com	TheFullMoxie.com
AIM Today Revenue Non RTB	Graphicsgrotto.com	TheFunTimesGuide.com
AIM.com (Homepages) Revenue Non	GraphiteDesign.com	TheFutonCritic.com
AIMToday.com	GreatAndhra.com	TheGift.com
AJC.com	GreatBooksForWomen.com	TheGlitterGuide.com
AKAMineCraft.com	GreatPetHealth.com	TheGroceryGame.com
AKidsHeart.com	GreatRentals.com	TheHairStyler.com
AL.com	GreatSchools.org	TheHollywoodGossip.com
ALLGAME.com	Greatdaygames.Com	TheHullTruth.com
ANDMagazine.com	Greatdaygames.com	TheImproper.com
ANDigital.com	Greatmomgames.com	TheInstantDownline.com
AOL	Green-buzz.net	TheJaneDough.com
AOL - Horoscopes - Mobile Web	GreenOptions.com	TheJigSawPuzzles.com
AOL - Mandatory	GreenPoisOn.us	TheJokeYard.com
AOL - Music - Mobile Web Articles	GreenProphet.com	TheKoalition.com
AOL - TeenInk.com	GreenWeddingShoes.com	TheKrazyCouponLady.com

## Advertising.com Site List

AOL - Weather - Mobile Web Articles	Greencarreports.com	TheKurtzCorner.ca
AOL Canada	Greenday.net	TheMarker.com
AOL Client Email Revenue Non RTB	Greenspun.com	TheMarySue.com
AOL Food Revenue Non RTB	GreenvilleSun.com	TheMorningJournal.com
AOL Games	Greeting-Cards.com	TheMorningSun.com
AOL Heidi Klum	Greeting-cards.com	TheMovieNetwork - OVGuide.com
AOL Home Revenue Non RTB	Gretsch-talk.com	TheNation.com
AOL Industry Revenue Non RTB	Grill-share.com	TheNester.com
AOL Latino Revenue Non RTB	GrilledCheeseSocial.com	TheNotSoBlog.com
AOL Mail	Grist.org	TheOaklandPress.com
AOL Parenting Revenue Non RTB	Grocerycouponnetwork.com	TheOzoneHole.com
AOL Tested.com	GrooveShark.com	ThePhoenix.com
AOL The Boombox	Grooveshark Tier 2	ThePostGame.com
AOL The Boot	Grooveshark.com	TheRecipeCritic.com
AOL The Music Blog	GroovyPost.com	TheReefTank.com
AOL Uber Default	Grouchyrabbit.Com	TheReporter.com
AOL.COM	GrowingYourBaby.com	TheRichest.com
AOL.QC.ca	Grub.gunaxin.com	TheRichest.org
AOL.ca	Gsmarena.com	TheSandTrap.com
AOL.ca - Auto	Guardian.co.uk	TheSaratogian.com
AOL.ca - MonBebe.com	Guardian.com	TheSeaApp.com
AOL.ca - MusicMe.com	Guardianlv.com	TheShoppingMama.com
AOL.ca - Reverso.com	Guess the Code Free	TheSims2.EA.com
AOL.ca - Webmail	Guidingtech.com	TheSimsResource.com
AOL.ca - Wikio.com	Guildhead.com	TheSkyStream.com
AOL.com	GuitarVoice.com	TheSource.com
AOL.com - AIM	Guitarnoise.Com	TheSpectrum.net
AOL.com - AisleDash.com	Guitars101.com	TheSportsFag.com
AOL.com - Asylum.com	GumBumper.com	TheStateColumn
AOL.com - Autos	GumTree.com	TheStreet.com
AOL.com - BlackVoices.com	Gunaxin.com	TheSun.co.uk
AOL.com - Careers & Work	Guyism.com	TheSun.co.uk; TheScottishSun.co.uk
AOL.com - ComicsAlliance.com	GuysGirl.com	TheSunChronicle.com
AOL.com - Community & Connection	Gyazo.com	TheSurvivorsClub.org
AOL.com - DailyFinance.com	HAR.com	TheTechJournal.com
AOL.com - Email	HD1.TV	TheThrottle.com
AOL.com - Engadget.com	HDWallpapers.net	TheTruthAboutCars.com
AOL.com - Food	HI5.com	TheUnlockr.com
AOL.com - Games	HITFIX	TheVille
AOL.com - Health	HJNews.com	TheWeatherSpace.com
AOL.com - Healthy Living	HOLLYSCOOP.COM	TheWeek.com Capped
AOL.com - Holiday.com	HRHairStyles.com	TheWeek.com Uncapped
AOL.com - Home	HUFFINGTONPOST.CA	TheWikiLocal.com
AOL.com - HomePages	HWHills.com	Theatlantic.com
AOL.com - Horoscopes	Haaretz.com	Theatlanticcities.com
AOL.com - Joystiq.com	HabituallyChic.Blogspot.com	Theavengersgames.com
AOL.com - Latino	Hachette Auto 728x90	Theavtimes.com
AOL.com - Living	HackForums.net	Thebeautygirl.com
AOL.com - Money	HackMac.org	Thebudgetsavvybride.com

## Advertising.com Site List

AOL.com - MorningRush	HackedArcadeGames.com	Thecarconnection.com
AOL.com - Move.com Real Estate	Hacknmod.com	Thechive.com
AOL.com - Music	Hair-styles.org	Thedailybeast.com
AOL.com - MyDaily.com	HalfHourMeals.com	Thedailymeal.com
AOL.com - News	HallOfStyles.com	Thedailyreview.com
AOL.com - Parenting	Hallmark.com	Thedaoofdragonball.com
AOL.com - People Connection	HamiltonFinancials.com	Thedoghousediaries.com
AOL.com - Pictures	HamptonRoads.com	Theepochtimes.com
AOL.com - Real Estate	Hamptonroads.com	Thegauntlet.com
AOL.com - Shopping	Handmark.com	Thegrio.com
AOL.com - Shortcuts.com	Hangman Free HD	Thehackernews.com
AOL.com - Small Business	Haplessgeek.com	Thehollywoodgossip.com;
AOL.com - Sports	HappyCow.net	Thehoopdoctors.com
AOL.com - Switched.com	Har.com	Thehowtocrew.com
AOL.com - Television	Hardballtimes.com	Theilovedogssite.com
AOL.com - Travel	Hardcoreware.net	Theipadguide.Com
AOL.com - Userplane.com	Hark.com	Thekitchenismyplayground.com
AOL.com - Video	Hark.com Capped	Themarsreel.com
AOL.com - Weblogs.com	HarpersBazaar.com	Themarysue.com
AOL.com > AIM	HauteTalk.com	Themominblack.com
AOL.com > Meez.com	Havingfunsaving.com	Thenewcivilrightsmovement.com
AOL.com > News	Head-Fi.org	Thepuckdoctors.com
AOL.com > News - Weather	Head-Fi.org.com	Therealdeal.com
AOL.com > Skye - Weather	Head-fi.org	Thesaurus.com
AOL.com > Slash Control	HeadlinePong.com, FinancePong.com	Thesimsresource.Com
AOL.com > Spinner.com	Headlineplanet.com	Thesimsresource.com
AOL.com Revenue (Homepages) Non	Headwaydigital.com	Thespectrum.net
AOL.fr	Health Revenue Non RTB	Thesun.co.uk
AOLCityGuide.com	Health.Discovery.com	Thetimes-tribune.com
AOLRadio.Slacker.com	Health.com	Thetouristattractions.com
AP.org	HealthCastle.com	Theturquoisehome.com
APalabrados - Facebook App	HealthEagle.com	Theunlockr.com
APerfectPlayroom.com	HealthEncore.com	Theunwired.net
ASTROLOGY-NUMEROLOGY.COM	HealthGrades.com	Thevivant.com
ATPWorldTour.com	HealthGuru.com	Thewire.com
AUTOHOLICS.COM	HealthHabits.ca	Thewrestlinggame.com
AVClub.com	HealthLine.com	TheyBF.com
AVSforum.com	Healthboards.com	ThinkSimpleNow.com
AZCentral.com	Healtheagle.com	ThirdAge.com
AZLyrics.com	Healthencore.com	Thirdage Neutrogena
Aarp.org	Healthfreshies.com	Thirdage Pfizer
Abbreviations.com	Healthhabits.ca	Thirdage Tier 1 DFP
Abctrick.net	HealthiNation.com	Thirdage Tier 2 DFP
Abduzeedo.com; Abduzeedo.com.br	Healthy Living - Health - Mobile Web	Thirdpartygames
Able2Know.org	Healthy Living Revenue Non RTB	Thisis50.com
Abmuku.com	HealthyCeleb.com	ThisOldHouse.com
About.com	HealthyForKids.com	Thisis50.com
About.com Neutrogena	HealthyWayToCook.com	Thisisyourhealth.com, Behealthydaily.
AboveTopSecret.com	Healthyforkids.com	ThomsonReuters.com

## Advertising.com Site List

Abowlfulloflemons.net	Healthyvivere.com	ThottBot.com
Abrition.com	Hearst.com	Thottbot.com
Abs-CBNNews.com	HearstTV.com	ThoughtCatalog.com
AbsoluteArts.com	Hearts Free HD	ThoughtQuestions.com
AcademicEarth.org	HeavyInTheGames.com	ThriftDiving.com
AccessMyLibrary.com	Helium.com	Thriftyinja.net
AccidentalMommies.com	HellHorror.com	ThumperTalk.com
AccuRadio.com	HelloFlight.com	Tic Tac Toe Free HD
AccuWeather.com	HelloGiggles.com	TicketsNow.com
Aceshowbiz.com	HelloLocal.com	TideFans.com
AcidRefluxology.com	Heloflight.com	TigerDirect.com
ActionFigurePics.com	Helpfulcalendar.com	TigerDroppings.com
ActiveAmericans.com	Hemmings.com	TigerNet.com
AdBabylon Aggregated Urls Upon	HerCampus.com	Tigernet.com
AdBabylon Aggregated urls upong	HerDaily.com	Time Inc EW.com
AdMedia Network	HerThing.com	Time Inc Essence.com
AdOperationsOnline.com	Herbalist.com	Time Inc Health.com
AdTegrity - Aggregated urls available	HeresTheThingBlog.com	Time Inc MyRecipes Mobile Tablet
AdWeek.com	Herosmack.com	Time Inc MyRecipes Mobile Tablet
Addcovers.com	Herthing.com	Time Inc People.com
AddictingGames.com	Heykiki.com	Time Inc RealSimple.com
AddictingGames.com Capped	Heyoya.com	Time Inc RealSimple.com Capped
AddictiveTips.com	Hg.Scimth.net	Time Inc ThisOldHouse Mobile Tablet
Addiehf.com	Hgtv.com	Time Inc ThisOldHouse Mobile Tablet
AdditudeMag.com	Hi5.com	Time Inc ThisOldHouse.com
Adherents.com	HiddenPennies.com	Time Inc ThisOldHouse.com Capped
AdjectivesThatStart.com	Hidefwallpaper.org	Time Warner Cable - CapitalNews9
Adknowledge	HighBeam.com	Time Warner Cable - News8Austin.
Adknowledge Tier 1	HighFashionMagazine.com	Time.com
Adknowledge Tier 2	HighGearMedia	TimeOut
Admarvel.com	HindiGeetmala.com	TimeOut Capped
Admeld-News Site	HipHopCube.com	TimeOutBoston.com
Adnetwork.net	HipHopHavoc.com	TimeOutKids.com
Adtegrity.com	HipHopRX.com	TimeOutNY.com
AdvanceInternet.com	HipHopStan.com	TimeOutNewYorkKids.com
AdvanceInternet.com Mobile	Hipcricket.com	Timeout.com
Advantage Network	Hiphophavoc.com	Timeout.com/los-angeles
Adventuregamers.com	Hiphopstan.com	Timeoutchicago.com
Afewshortcuts.com	Hiphopwired.com	Timeoutchicagokids.com
Affinity.com	HispanicKitchen.com	Times Internet Limited
Afkinsider.com	History.com	TimesDaily.com
Africa.com	HistoryOrb.com	TimesFreePress.com
Africam.com	Historyforkids.org	TimesHerald.com; us2.widget.
Afrinnovator.com	HitFox.com	TimesLeader.com
Afro.com	HiveHealthMedia.com	TimesOfIndia.com
AfterCredits.com	Hivehealthmedia.com	TimesUnion.com
Aggegated sites - Q1Media - URLs	HINow.com	Timesfreepress.com
Aggreagted URLs - Creative Loafing -	Hmedata.com	TimesofIndia.com
Aggreagted URs - Creative Loafing -	HockeyBuzz.com	Timesofisrael.com

## Advertising.com Site List

Aggregated - Patriotic Media - URLs	Hockeybuzz.com	TinBu.com
Aggregated Site - BVMedia.ca	Hockeyfights.com	TinyChat.com
Aggregated Site - Clovenetwork.com -	HockeysFuture.com	TinyPaste.com
Aggregated Site -FaceTheme.com-	Hockeytraderumors.Com	Tinymixtapes.com
Aggregated Site List - Morris - URLs	Hockeytraderumors.com	TipJunkie.com
Aggregated Site- BVMedia.ca	Holidash Revenue Non RTB	TipNut.com
Aggregated Site- Backcountry- URL's	HollyScoop.com	TipResource.com
Aggregated Site- CanSport - URL's by	HollyWire.com	Tipnut.com
Aggregated Site- Gorilla Nation	Hollyscoop.com	TitanTV.com
Aggregated Site- IDGtechnetwork.com	Hollywood.com	TivoCommunity.com
Aggregated Site- Lespac.com	HollywoodLife.com	Tivocommunity.com
Aggregated Site- Lijit Networks Inc.-	HollywoodNews.com	Tlstv.com
Aggregated Site- Undisclosed Large	HollywoodRag.com	Tnol.com
Aggregated Site- Yellowpages.com	HollywoodReporter.com	Tnr.com
Aggregated Sites	HollywoodTeenTV.com	Tobri.com
Aggregated Sites - Bauer Publishing -	Home.sweetim.com	TodayInSci.com
Aggregated Sites - URLs available	HomeAway.com	Toggle.com
Aggregated Sites - A&E Network -	HomeBasedBusinessNetwork.info	Toledoblade.com
Aggregated Sites - ABC Local - URLs	HomeFinder.com	Tom's Hardware Sites
Aggregated Sites - ADKARMA ACTIVE	HomeGain	TomAndLorenzo.com
Aggregated Sites - ADMELD	HomeGain.com	TomsHardware.com
Aggregated Sites - ADMELD GORILLA	HomeTheaterForum.com	Tone-and-tighten.com
Aggregated Sites - ADMELD IGN-	Homeaway.com	ToneMedia
Aggregated Sites - ADMELD JOOST ¿	Homebasedbusinessnetwork.info	Tonefuse.com
Aggregated Sites - ADMELD	Homes	TooFab.com
Aggregated Sites - ADMELD-BNQT ¿	Homes.com	ToonZone.net
Aggregated Sites - ANDigital - URLs	Homes.com; DirectHomes.com	Tooshocking.com
Aggregated Sites - Ad Prime Media-	Hometechproducts.com	Top-site-list.com
Aggregated Sites - Ad2One - URLs	Hometheatre.com	Top40-Charts.com
Aggregated Sites - AdPeak- URLs By	HometownAnnapolis.com	TopAcousticSongs.com
Aggregated Sites - AdPredictive -	Hometowncanada.Com	TopCouponsToday.com
Aggregated Sites - Advance Internet -	Hometownforums.Com	TopDocumentaryFilms.com
Aggregated Sites - Affinity - URLs	Hometownusa.Com	TopDrawerSoccer
Aggregated Sites - Agent Digital -	HongKiat.com	TopGear Tablet Web
Aggregated Sites - Alpha Brand Media	HoodaMath.com	TopGear.com; RadioTimes.com
Aggregated Sites - American	HookedMedia.com	TopNewsToday.org
Aggregated Sites - Australian Media -	Hoops-Nation.com	TopTenReviews.com
Aggregated Sites - BEST OF MEDIA -	HopStop.com	TopTenz.net
Aggregated Sites - BLACKROCK	Hopstop.com	Topendsports.com
Aggregated Sites - BUZZ MEDIA -	Horoscope.com	Topiat.com
Aggregated Sites - Beanstock	HorseTopia.com	Topix.com
Aggregated Sites - Belo Corp. - URLs	HotAir.com	Topreviewshop.com
Aggregated Sites - Belo Interactive	HotChalk.com	Topstockanalysts.com
Aggregated Sites - Biz Power Media ¿	HotNewHipHop.com	Topyaps.com
Aggregated Sites - BlackOcean - URLs	HotPads.com	Torchlight2Armory.com
Aggregated Sites - Bookoo - URLs By	HotStockMarket.com	TorchlightArmory.com
Aggregated Sites - Brandy Wright -	Hotair.com	Torhead.com
Aggregated Sites - Briefing.com	HotelReservations.com	ToryCapital.com
Aggregated Sites - Briefing.com	Hotmath.com	Toshiba.com

## Advertising.com Site List

Aggregated Sites - Brightline Media -	Hoursmap.com	Toshiba.com; Synacor.com
Aggregated Sites - Broadcast Barter	HouseBeautiful.com	TotallyHer RON
Aggregated Sites - Business - URLs	HouseValues.com	TotallyTarget.com
Aggregated Sites - BuzzBox Media -	HowHeAsked.com	Towers.Wordvillage.Com.Au
Aggregated Sites - BuzzBoxMedia -	HowIGotMyGrooveBack.com	Towleroad.com
Aggregated Sites - Buzzbox Media -	HowStuffWorks.com	TownAndCountryMag.com
Aggregated Sites - CMN Network -	HowToCookThat.net	TownAndCountryTravelMag.com
Aggregated Sites - CNHI - URLs By	HowToGeek.com	TownHall.com
Aggregated Sites - CPMOnly - URLs	HowToHaveItAll.com	Townhall.com
Aggregated Sites - CelebrityPro.com -	HowToNestForLess.com	Townnews.com
Aggregated Sites - Cell Journalist -	Howdini.com	Townsquaremedia.com
Aggregated Sites - Central Missouri	Howtogeek.com	Toyazworld.com
Aggregated Sites - Cliffsnotes - URLs	HubPages.com	Toys'R'Us
Aggregated Sites - Community Media -	HudaBeauty.com	ToysRUs.com
Aggregated Sites - Concord Monitor -	HuffPo Sexy Content	Toysrus.com
Aggregated Sites - CrowdGather Inc. -	HuffPost Arts - Culture - Mobile Web	Trabalhosfeitos.com
Aggregated Sites - DEMAND MEDIA -	HuffPost Arts Revenue Non RTB	Traceysculinaryadventures.blogspot.
Aggregated Sites - DEMAND MEDIA	HuffPost Black Voices - Multicultural -	Trackmill.com
Aggregated Sites - DRG Ad - URLs By	HuffPost Books - Culture - Mobile Web	TraderOnline.com
Aggregated Sites - Dennis Digital -	HuffPost Books Revenue Non RTB	TradingCharts.com
Aggregated Sites - ECOM Media	HuffPost Business - Business - Mobile	TrailSource.com
Aggregated Sites - EZ Target - URLs	HuffPost Business Revenue Non RTB	TrailerAddict.com
Aggregated Sites - EZ Target - URLs	HuffPost Celebrity - News - Mobile	TrailersPlace.com
Aggregated Sites - Essential Hype -	HuffPost Chicago - Local - Mobile Web	Tramdock.com
Aggregated Sites - Evening Post	HuffPost Chicago Revenue Non RTB	Translogic - Mobile Web Articles
Aggregated Sites - Eyeconomy - URLs	HuffPost College - Education - Mobile	Travel Revenue Non RTB
Aggregated Sites - FREEDOM	HuffPost College Revenue Non RTB	Travel Revenue Non RTB
Aggregated Sites - FREEDOM	HuffPost Comedy Revenue Non RTB	Travel.aol.ca
Aggregated Sites - FREEDOM FOCI -	HuffPost Crime - News - Mobile Web	TravelConfidently.com
Aggregated Sites - Fairfax Digital	HuffPost Culture - Culture - Mobile	Travelbizer.com
Aggregated Sites - Fantasycafe.com	HuffPost DC - Local - Mobile Web	Travelchannel.com
Aggregated Sites - Fidelity Media -	HuffPost Denver - Local - Mobile Web	Travelocity.com
Aggregated Sites - Fnbox - URLs Upon	HuffPost Denver Revenue Non RTB	TrekEarth.com
Aggregated Sites - Foodie Blog Roll -	HuffPost Detroit - Local - Mobile Web	TrekWorld.com
Aggregated Sites - FoodieBlogRoll -	HuffPost Divorce - Living - Mobile Web	Trendhunter.com
Aggregated Sites - FreeCodeSource -	HuffPost Divorce Revenue Non RTB	Trendmill.com
Aggregated Sites - GORILLA	HuffPost Education - Education -	Trentonian.com
Aggregated Sites - GamerDNA - URLs	HuffPost Education Revenue Non RTB	TriValleyCentral.com
Aggregated Sites - Gatehouse News -	HuffPost Entertainment - Entertainment	Triad BRU Homepage
Aggregated Sites - HOLLYWIRE -	HuffPost Entertainment Revenue Non	TribalWars.net, TWstats.com, TWstats.
Aggregated Sites - HamptonRoads -	HuffPost Food - Food - Mobile Web	Tribalfootball.com
Aggregated Sites - Haymarket - URLs	HuffPost Food Revenue Non RTB	Tribune
Aggregated Sites - Hearst - URLs	HuffPost Front Page Revenue Non	Tribune High Frequency
Aggregated Sites - Hearst Community	HuffPost Gay Voices - Multicultural -	Tribune Interactive Hompages
Aggregated Sites - Hearst Digital -	HuffPost Good News - News - Mobile	Tribune Low Frequency
Aggregated Sites - Hearst TV -	HuffPost Green - Environment - Mobile	Tribune.com
Aggregated Sites - Hearst TV - URLs	HuffPost Home - Mobile Web Articles	TribuneInteractive.com
Aggregated Sites - Hearst Teen	HuffPost Impact - Community - Mobile	Tributes.com
Aggregated Sites - Hearst Women's	HuffPost LA - Local - Mobile Web	TrickyRiddles.com

## Advertising.com Site List

Aggregated Sites - Heartland	HuffPost Latino Voices - Multicultural -	Trifood.com
Aggregated Sites - Heritage Publishing	HuffPost Miami - Local - Mobile Web	TripFares.com
Aggregated Sites - Home - URLs	HuffPost Money - Money & Finance -	TripSmarter.com
Aggregated Sites - HorseForum.com -	HuffPost NY - Local - Mobile Web	Tripcurator.com
Aggregated Sites - Incisive Media -	HuffPost OWN - Oprah - Mobile Web	Tripmama.com
Aggregated Sites - Inetgiant - URLs By	HuffPost Parents - Living - Mobile Web	Tritondigital.com
Aggregated Sites - Internet Brands -	HuffPost Politics - Politics - Mobile	TrophyManager.com
Aggregated Sites - Internet	HuffPost Religion - Living - Mobile Web	TropicalGlen.com
Aggregated Sites - J Carter Marketing -	HuffPost SF - Local - Mobile Web	TroubleFixers.com
Aggregated Sites - J-14.com - URLs	HuffPost Science - News - Mobile Web	TroyRecord.com
Aggregated Sites - Jemm Media -	HuffPost Small Business - Business -	True.com
Aggregated Sites - KOB/KSTP - URLs	HuffPost Sports - Sports - Mobile Web	TrueBloodNet.com
Aggregated Sites - Kontextua - URLs	HuffPost Style - Style - Mobile Web	Trulia.com
Aggregated Sites - LIGHTSHAKE -	HuffPost Taste - Food - Mobile Web	TruthDig.com
Aggregated Sites - Lijit Network - URLs	HuffPost Tech - Technology - Mobile	Tspnsports.com
Aggregated Sites - Lover.ly - URLs	HuffPost Tech - Technology - TED	Tulsaworld.com
Aggregated Sites - MOG Music	HuffPost Teen - Education - Mobile	TumblrPlayer.com
Aggregated Sites - Mad Ads Media -	HuffPost Television - Television -	TuneIn Radio
Aggregated Sites - MadAds Media -	HuffPost Travel - Travel - Mobile Web	Tunesbin.com
Aggregated Sites - ManyAds, Inc -	HuffPost Voces - Multicultural - Mobile	Tunngle.net
Aggregated Sites - MatchBin - URLs	HuffPost Weddings - Living - Mobile	Tutorial9.com; Vagabondish.com
Aggregated Sites - McClatchy	HuffPost Weird News - News - Mobile	Tutorial9.net
Aggregated Sites - Media General -	HuffPost Women - Living - Mobile Web	TvCrunch.net
Aggregated Sites - Mediative - URL by	HuffPost World - News - Mobile Web	Tvshark.com
Aggregated Sites - Metanetwork -	HuffPost World Revenue Non RTB	TweakTown.com
Aggregated Sites - Metanetwork -	Huffington Post	TweenTribune.com
Aggregated Sites - Metro Group, Inc. -	Huffington Post CA	Tweetcaster
Aggregated Sites - Mickle Media -	HuffingtonPost.com	Tweetmic.me
Aggregated Sites - Mirror Newspaper	HuffingtonPost.com News Mobile Web	TwentyTwoWords.com
Aggregated Sites - Miva - URLs	HuffingtonPost.com Sponsored	Twifans.com
Aggregated Sites - ModUrban Media -	HuffingtonPost.com- Latino Voices	Twilight-Review.com
Aggregated Sites - Morris - URLs upon	Huffingtonpost.com/high-school;	TwilightBlog.net
Aggregated Sites - Netshelter- URLs	Huffpost Comedy - Comedy - Mobile	Twitch.tv
Aggregated Sites - News Digital Media	Huffpost Media - Communication -	TwitchFilm.com
Aggregated Sites - News and Observer	HulkShare.com	TwoPlusTwo.com
Aggregated Sites - Newstogram -	HungerGamesMovie.org	Twonky.com
Aggregated Sites - Newstogram	Hunt4Freebies.com	Tylted.com
Aggregated Sites - Nexstar	HuntingNet.com	TypingWeb.com
Aggregated Sites - Northlight Partners	Hwhills.com	UGO.COM
Aggregated Sites - ONESCREEN -	Hypster.com	UGO.com
Aggregated Sites - Offleash Media -	I-Moc.com	UInterview.com
Aggregated Sites - Ohio.com - URLs	IAmJasonLee.com	UKNetGuide.co.uk
Aggregated Sites - Ology Media -	ICENETWORK.COM	UNDISCLOSED MAGAZINE
Aggregated Sites - OpenX Belo	IClarified.com	UPI.com
Aggregated Sites - Ortsbo - URLs By	ICraveFreebies.com	URBANSPOON.COM
Aggregated Sites - Outdoor Hub ç	IDG Modmyi.com	US Auto Parts Network
Aggregated Sites - Outdoor Hubç	IDG Xda-developers.com	USAMega.com
Aggregated Sites - PCMinc - URLs By	IDG Zone 2	USAToday.com
Aggregated Sites - PEOPLE MEDIA -	IDG Zone 3	USATodaySports

## Advertising.com Site List

Aggregated Sites - Paraweb3D - URLs	IDGTech Test Redirect	USAutoParts.com
Aggregated Sites - PerformGroup -	IDownloadblog.com	USMagazine.com
Aggregated Sites - Pivotal Media -	IE-Games.com	USNews.com
Aggregated Sites - PostYourListings -	IFC.com	USTA.com
Aggregated Sites - Pubmatic	IGN.com	UTSanDiego.com
Aggregated Sites - Pubmatic Srcibd	IHeartEating.com	Ubermedia.com
Aggregated Sites - RUBICON EGOTV	IHeartKroger.com	UbuDigital.com
Aggregated Sites - RUBICON	IHeartNapTime.net	Ugiftideas.com
Aggregated Sites - RUBICON	IHeartPublix.com	Uhnd.com
Aggregated Sites - RUBICON	IHeartPublix.com; IHeartSavingMoney.	UkNetGuide
Aggregated Sites - Raycom - Sites	IHigh.com	Ultimate-Guitar.com
Aggregated Sites - Real Estate - URLs	IKnowHair.com	UltimateArcade.com
Aggregated Sites - Reptide Media -	IMDB.com	UltraXE.com
Aggregated Sites - Robert Sherman	IMLeagues	UmbrellaNews.com
Aggregated Sites - Rubicon	IMVU.com	UnRetailMe.com; OoHey.com
Aggregated Sites - Rubicon Swaave -	IPCMedia.com	UnbiasedWriter.com
Aggregated Sites - Rubicon Yardbarker	ITV.com	Uncustomarybookreview.com
Aggregated Sites - SONY PICTURES	IThinkDiff.com	Underminegames.com
Aggregated Sites - San Diego News	lautosaver.com	Undisclosable Auction Portal
Aggregated Sites - Savetz Publishing ¿	lbad.info	Undisclosed
Aggregated Sites - Scripps - URLs By	lbnlive.com; in.com; moneycontrol.com	Undisclosed - Services - Photos
Aggregated Sites - Securenet Systems	lbtimes.com	Undisclosed Auction Portal
Aggregated Sites - Seed Corn Network	lbtimes.com.au	Undisclosed Auction Site
Aggregated Sites - Served Networks -	lcelebz.com	Undisclosed Auto Property
Aggregated Sites - Shavar Ross -	lconArchive.com	Undisclosed Business
Aggregated Sites - SheKnows - URLs	lcydk.com	Undisclosed Business Community
Aggregated Sites - Sky.com - URLs By	ldea.IdeaBing.com	Undisclosed Business Community-
Aggregated Sites - Snack Media -	lidleBrain.com	Undisclosed Business Entertainment-
Aggregated Sites - Social Knowledge ¿	le-games.com Capped	Undisclosed Business Entertainment-
Aggregated Sites - Softonic - URLs By	le-games.com Uncapped	Undisclosed Business Entertainment-
Aggregated Sites - Sports Syndicator -	lfc.com	Undisclosed Business Entertainment-
Aggregated Sites - St Joseph Media -	lgoUgo.com	Undisclosed Business Entertainment-
Aggregated Sites - Sugar Inc - URLs	lmlleagues.com	Undisclosed Business Entertainment-
Aggregated Sites - Swaave ¿ URLs By	limageShack	Undisclosed Business Entertainment-
Aggregated Sites - TST Media ¿ URLs	limagenesydibujosparaimprimir.com	Undisclosed Business Entertainment-
Aggregated Sites - TexasTeamPlayers.	limging-resource.com	Undisclosed Business Games-Gaming
Aggregated Sites - The DevShed	lmakeMoneyeasy.com	Undisclosed Business
Aggregated Sites - Time Warner Cable	limgur	Undisclosed Business Services
Aggregated Sites - Triton Digital -	limgur.com	Undisclosed Career Site
Aggregated Sites - Triton Loyalty -	lminent.com	Undisclosed Events Site
Aggregated Sites - URLs - CJOnline -	limmigrationVoice.org	Undisclosed ISP
Aggregated Sites - URLs available	lperfectparent.com	Undisclosed Local Newspaper Sites
Aggregated Sites - Underdog Media -	limportantMedia.com	Undisclosed Major Auction Portal
Aggregated Sites - Universal Night Life	lImproveDigital.com	Undisclosed Major Auction Site
Aggregated Sites - Vector Publishing -	lInForum.com	Undisclosed Major Canadian Portal
Aggregated Sites - Venom Marketing ¿	lInStyle.com	Undisclosed Major Career Site
Aggregated Sites - VillageVoice - URLs	lInTheKitchenToday.com	Undisclosed Major Kids Site
Aggregated Sites - WOWIO - URLs By	lInTouchWeekly.com	Undisclosed Major Movie Site
Aggregated Sites - Warner Brothers TV	lInagist.com	Undisclosed Major Newspaper

## Advertising.com Site List

Aggregated Sites - Wick	Inbox.com	Undisclosed Major Parenting Site
Aggregated Sites - WolfeNetwork -	Inc.com	Undisclosed Major Portal Site
Aggregated Sites - Womens Forum -	IncGamers	Undisclosed Major Retail Site
Aggregated Sites - Womens Network	Independent.co.uk	Undisclosed Major Weather Site
Aggregated Sites - YetiCrab - URLs	Independent.ie	Undisclosed Men's Health Magazine
Aggregated Sites - mystart.incredmail.	Indezine.com	Undisclosed Movie Site
Aggregated Sites -Adknowledgeç	India-Forums.com	Undisclosed Music Site
Aggregated Sites -Detroit Mediaç	India.com	Undisclosed News
Aggregated Sites -Eviesays - URLs By	IndiaTimes.com	Undisclosed News Portal
Aggregated Sites -Financial Content -	IndianCinemaFans.com	Undisclosed News Site
Aggregated Sites -Inergize Digitalç	Indiancountrytodaymedianetwork.com	Undisclosed Newspaper Conglomerate
Aggregated Sites -Intermarketsç URLs	Indiansbaseballinsider.com	Undisclosed Portal
Aggregated Sites -Journal Interactiveç	Indiansprospectinsider.com	Undisclosed Portal > Entertainment
Aggregated Sites -Journal Registerç	IndieClick Media Group - Collider	Undisclosed Retail Site
Aggregated Sites -Lee Enterprisesç -	IndieClick Media Group - Consequence	Undisclosed Running/Fitness
Aggregated Sites -Lee Enterprisesç -	IndieClick Media Group - LiveJournal	Undisclosed Service Site
Aggregated Sites -LocalTV - URLs By	IndieClick Media Group - LiveJournal	Undisclosed Shopping Portal
Aggregated Sites -LocalTVç URLs By	IndieClick Media Group - Muziic	Undisclosed Social
Aggregated Sites -MMA Networkç	IndieClick Media Group - ScreenRant	Undisclosed Social Networking Site
Aggregated Sites -McGraw Hillç URLs	Inerandroid.com	Undisclosed Spanish News Portal
Aggregated Sites -Petholding - URLs	InfarrantlyCreative.net	Undisclosed Sports Network
Aggregated Sites -Schurz - URLs By	Infinitegags.com	Undisclosed Stocks and Mutual Funds
Aggregated Sites -Schurz ç URLs By	InfoDog.com	Undisclosed Travel Site
Aggregated Sites -Shaw Mediaç URLs	Inforum.com	Undisclosed Widgets
Aggregated Sites -Small Newspaper	Ingoodcents.com	Undisclosed Women's Channel Talk
Aggregated Sites -SportsFanLiveç	Inhabitat	Undisclosed Women's Health
Aggregated Sites -TPG Network -	Inhabitots	Undisclosed Women's Network
Aggregated Sites -UClickç URLs By	Innerandroid.com	Undisclosed sites related to
Aggregated Sites -Zap2itç URLs By	Innerfidelity.com	Union-Bulletin.com
Aggregated Sites 118635 - URLs	InnovationExcellence.com	Unister-Media.de/
Aggregated Sites- AdMeld - Healthline	Inquirer.net	UnitedPressInternational.com
Aggregated Sites- AdPredictive-	Inquisitr.com	UniversalLife
Aggregated Sites- Admeld - Altitude	InsideSports.com	Universe-Style.com
Aggregated Sites- Admeld AdTaxi -	InsideStocks.com	UniverseOfLuxury.com
Aggregated Sites- Admeld BookRags-	Insidelacrosse.com	UniverseToday.com
Aggregated Sites- Admeld- World of	InsightBB.com	Unixmanga.com
Aggregated Sites- AllRecipes.com-	Inspirational-Poems.net	Unwinnable.com
Aggregated Sites- Altitude Digital-	InspirationalSayingss.com	UpBulk.com
Aggregated Sites- AnchorFree-URLs	Inspirationfeed.com	UpRox.com
Aggregated Sites- Citadel	Inspiyr	Upbuilt.com
Aggregated Sites- Clever on Demand -	Inspiyr.com	Upi.Com
Aggregated Sites-	InstantFundas.com	Upi.com
Aggregated Sites- CrowdyNews-URLs	Instructables.com	Uploadcore.com
Aggregated Sites- Funbox-URLs By	InsureTheLife.com	Uploading.com
Aggregated Sites- Glacier Media-	Integrate.com	Urban-Gear.com
Aggregated Sites- LPS Real Estate	Integrate.com/AUTO	Urlesque Revenue Non RTB
Aggregated Sites- M.A.P Properties -	Integrate.com/BUSINESS-FINANCE	Usacarthireguide.com
Aggregated Sites- Media One Utah -	Integrate.com/CAREER	Usarealtyguide.com
Aggregated Sites- Media One Utah-	Integrate.com/DIET&FITNESS	Usariseup.com

## Advertising.com Site List

Aggregated Sites- Media One of Utah-	Integrate.com/EDUCATION	Usbuildingdigest.com Capped
Aggregated Sites- Publisher Ad	Integrate.com/ENTERTAINMENT	Usbuildingdigest.com Uncapped
Aggregated Sites- Real Games-URLs	Integrate.	Uscho.com
Aggregated Sites- Redux Media- URLs	Integrate.com/GAMES	UsedCars.com
Aggregated Sites- Reptide Media -	Integrate.com/HOBBIES&LEISURE	UserManualPDF.net
Aggregated Sites- Rubicon-	Integrate.com/HOME&GARDENING	UsmcLife.com
Aggregated Sites- SheBlogs Media-	Integrate.com/MUSIC	Usnews.com
Aggregated Sites- The Paper	Integrate.com/NATIONALNEWS	Utahrealestate.com
Aggregated Sites- Traffiq Exchange-	Integrate.com/PHOTOSHARING	UteFans.net
Aggregated Sites- Veetle-URLs By	Integrate.com/SEARCH	UversityLife.com
Aggregated Sites- YardBarker-URLs	Integrate.com/SHOPPING	V6Performance.net
Aggregated Sites- iFood.TV-URLs By	Integrate.com/SPORTS	VELTI.COM
Aggregated Sites- iMedia Audiences-	Integrate.com/TECHNOLOGY	VH1.com
Aggregated Sites-AdMeld - Curse	IntelliCast.com	VHMEngine.com
Aggregated Sites-Admeld Wikia- URLs	Intellicast.com	VRBO.com
Aggregated Sites-Anchor Free-URLs	InterMarkets.com	VacationRentals.com
Aggregated Sites-Kosmix- URLs By	InteriorComplex.com	VampireFreaks.com
Aggregated Sites-NeoEdge Networks,	InternQueen.com	Vanessahudgensofficial.com
Aggregated Sites-Pet Holdings, Inc.-	InternShopZone.com	Vdict.com
Aggregated Sites-Pubmatic - Curse	International Data Gropu - OSDIR.com	Veemi.com
Aggregated Sites-Pubmatic BlogHer-	InternationalRecipes.net	Veetle.com
Aggregated Sites-Pubmatic	Internet Brands - Auto - Ask for Full	VegTV.com
Aggregated Sites-Pubmatic-OneSpot.	Internet Brands - Automotive Network	Vegas4Locals.com
Aggregated Sites-Pubmatic-Sugar	Internet Brands - Lifestyle Network	VegetarianTimes.com
Aggregated Sites-PubmaticTechnorati-	Internet Brands - Shopping Network	Vemba.com
Aggregated Sites-YieldBuild- URLs By	Internet Brands, Inc. - FitDay.com	VentLyfe.com
Aggregated Sites-Zedo Zinc- URLs By	InternetBrands.com	Veoh.com
Aggregated Synacor Sites - URLs	IntervalWorld.com	Veranda.com
Aggregated URLs - Banner Connect -	IntoWindows.com	Verizon.com
Aggregated URLs - Matchflow Media	InvestExpress.net	VerticalScope.com
Aggregated URLs - Trinity - URLs	InvestorPlace.com	Verticalscope.com
Aggregated URLs - 152 Media - URLs	Investors.com	Vertihealth.com
Aggregated URLs - 152 Media - URLs	InvestorsHangout.com	Vibe Lifestyle Network - BlackRockEnt.
Aggregated URLs - ADTECH	InvestorsHub.com	Vice.com
Aggregated URLs - AdMedia - URLs	Ipad3-Release.com	Vice.com Mobile Web
Aggregated URLs - Admeld RTB -	Ipad3release.me	Vida20.com
Aggregated URLs - Admeld RTB No	Iphone5Rumor.net	Video Hub Revenue Non RTB
Aggregated URLs - AllCoast Media -	Iphonealley.com	VideoGamesBlogger.com 300x250 RP
Aggregated URLs - AppNexus RTB -	Iphonefaq.org	VideoPoker.com
Aggregated URLs - AppNexus RTB	Iphonehacks.com	Videomasti.net
Aggregated URLs - AppNexus RTB	Iplay.com	ViewPoints.com
Aggregated URLs - AppNexus RTB	Irishenvy.com	Viewster.com
Aggregated URLs - AutoGuide.com -	Irishsportsdaily.com	VigilantCitizen.com
Aggregated URLs - Available By	Irishtimes.com	VillageVoice.com
Aggregated URLs - BassMasta - URLs	Iroking.com	Vimby.com
Aggregated URLs - Beanstock Media -	Irokotv.com	Vindictusdb.com
Aggregated URLs - Belo Interactive -	Ironpinoy.com	Vindy.com
Aggregated URLs - Belo Interactive -	Irrawaddy.org	VintageIndie.TypePad.com
Aggregated URLs - Black Ocean -	Isavea2z.com	Viral-Tweet.com

## Advertising.com Site List

Aggregated URLs - Brightline Media -	IslandCrisis.net	Virginmedia.com
Aggregated URLs - BrightlineMedia.net	lthinkDiff.com	Virtual-Strategy.com
Aggregated URLs - BuySellAds - URLs	ItsyBitsySteps.com	Virtualito.com
Aggregated URLs - CNHI - URLs Upon	ItsyBitsySteps.com, MyNaughtyKids.	VisualNews.com
Aggregated URLs - CPX Network -	IveWatchedit.com	Visualizeus.com
Aggregated URLs - CPX bRealTime -	Ivuloto.com	Vnews.com
Aggregated URLs - Casale - URLs	Iwastesomuchtime.Com	Vocabulary.com
Aggregated URLs - Casale RTB -	Iwastesomuchtime.Commisc	Vocento.com
Aggregated URLs - CondeNast - URLs	Iwastesomuchtime.com	VoiceOfMontpelier.com
Aggregated URLs - Cordillera - URLs	Izea.com	VolNation.com
Aggregated URLs - Creators Syndicate	JCarterMarketing.com	Volokh.com
Aggregated URLs - DataPoint - URLs	JGuitar.com	VolumeWatchers.com
Aggregated URLs - Demand Media -	JINewYork.com, TheEpochTimes.com,	Voote.com
Aggregated URLs - DoubleClick RTB -	JOOST.COM	Votefortheworst.com
Aggregated URLs - DoubleClick RTB -	JPost	Voxxi.com
Aggregated URLs - DoubleClick RTB	JPost.com	VozIsNeias.com
Aggregated URLs - DoubleClick RTB	JOnline.com	Vumee.com
Aggregated URLs - DoubleClick RTB	JSYK.com	W3Resource.com
Aggregated URLs - Doubleclick RTB -	Jacksonville.com	W3Schools
Aggregated URLs - Doubleclick RTB	JailBase.com	WABCRadio.com
Aggregated URLs - DowJones Local -	JailExchange.com	WAExaminer
Aggregated URLs - Facebook Apps -	Jailbreaknation.com	WAPReview.com
Aggregated URLs - Facebook Apps -	Jamaica-Gleaner.com	WAPreview.com
Aggregated URLs -	Jamaicans.com	WAToday.com.au
Aggregated URLs -	JaneDeereBlog.com	WAYN.com
Aggregated URLs - Feras Ballout -	Jango.com	WCVB.com
Aggregated URLs - Footar.com - URLs	Japan-Guide.com	WFRV.com; WeAreGreenBay.com
Aggregated URLs - Forum	Jclist.com	WFTV.com
Aggregated URLs - Forward Health -	JemSite.com	WGT.com
Aggregated URLs - Freshcom Media	Jemm-media.co.uk	WGal.com
Aggregated URLs - Gamer DNA- URLs	JenkatGames.com	WHEC.com
Aggregated URLs - GlamMedia - URLs	JennysHomeImprovement.com	WKTV
Aggregated URLs - Global Grind -	Jessicaalbastyle.com	WKTV.com
Aggregated URLs - Gourmetads -	Jeux.fr	WOMANSDAY.COM
Aggregated URLs - Hearst Television -	JigZone.com	WOWHead.com
Aggregated URLs - IAC.com - URLs	JihadWatch.org	WOWProgress.com
Aggregated URLs - ISM In-Image Ad	Jisho.org	WRAL.com
Aggregated URLs - Iminent.com -	JobAlertsUSA.com	WSPNet.com
Aggregated URLs - Itibiti Systems-	JobCrank.com	WTHR.com
Aggregated URLs - Journal Interactive	JobRapido.com	WTOP.com
Aggregated URLs - KlickNation - URLs	Jobbi.com	WTOPNews.com
Aggregated URLs - Landmark	Jobs4Mind.com	WUnderground.com
Aggregated URLs - Lee News - URLs	JobsForward.com	WVEC.com
Aggregated URLs - Local.com Network	JokersRevenge.com	WVRecord.com
Aggregated URLs - Local.com Top Tier	Jokes4Us.com	WWE.com
Aggregated URLs - Local.com Top Tier	JollyRoger.com	WWTDD.com
Aggregated URLs - Mas Media - URLs	Jonas Bros JV Revenue Non RTB	WZZM13.com
Aggregated URLs - McClatchy.com -	Jooners.com	WabcRadio.com
Aggregated URLs - MediaGeneral	JoseLuisaVilaHerrera.blogspot.com	WabcRadio.com

## Advertising.com Site List

Aggregated URLs - MetroGuide	JoshReads.com	WacoTrib.com; Legacy.com
Aggregated URLs - Municipal Media	Jouranl-Register.com	WacoTrib.com; Legacy.com;
Aggregated URLs - Nu Ad Networks-	Journal Sentinel Capped	Wacotrib.com
Aggregated URLs - Oberon Media -	Journal Sentinel Uncapped	Wall St Survivor
Aggregated URLs - Open X - URLs	Journal.com.ph	WallPowper.com
Aggregated URLs - OpenX RTB NO	JournalStar.com	WallStCheatSheet.com
Aggregated URLs - PPCGeeks - URLs	JourneyEtc.com	WallStreetJournal
Aggregated URLs - Pet Guide- URLs	JoyTheBaker.com	Wallet Pop Revenue Non RTB
Aggregated URLs - Pet Guide- URLs	Joyofbaking.com	Walletpop.ca
Aggregated URLs - PlayHub.com -	Joystiq - Technology - Mobile Web	Wallinside.com
Aggregated URLs - Press of Atlantic	Joystiq Revenue Non RTB	WallpaperPrimper.com
Aggregated URLs - Prime Location -	Jpgmag.com	Wallsoc.com
Aggregated URLs - Pubmatic RTB -	Jpost.com	Walmart.com
Aggregated URLs - Pubmatic RTB CA	Jspuzzles.com	WalterFootball.com
Aggregated URLs - Pubmatic RTB	JucoWeekly.org	WannaSmile.com
Aggregated URLs - Pubmatic RTB No	JuneauEmpire.com	WarGods-Online.com
Aggregated URLs - Pubmatic RTB	Juno.com	Warcraftmovies.com
Aggregated URLs - Pulsepoint - URLs	JustAPinch.com	Warnerbros.com
Aggregated URLs - Q1Media - URLs	JustImagine-ddoc.com	Warofempires.Com
Aggregated URLs - QuadrantONE -	JustJared.Buzznet.com	WarpRadio.com
Aggregated URLs - QuadrantOne -	JustJaredJr.Buzznet.com	WashingtonExaminer.com
Aggregated URLs - QuadrantOne	JustMommies.com	WashingtonPost.com
Aggregated URLs - QuadrantOne	JustMyType.ca	WashingtonTime.com; admin.
Aggregated URLs - QuadrantOne	JustPushStart.com	WashingtonTime.com; p.
Aggregated URLs - QuadrantOne	Justhearit.com	WashingtonTimes.com
Aggregated URLs - QuadrantOne	Justin.tv	Watch-Dragonball.com
Aggregated URLs - QuadranteOne	Justinbieberzone.Com	WatchAnimeOn.com
Aggregated URLs - Revenue Link	Justinbieberzone.com	WatchKungFu.com
Aggregated URLs - Rubicon RTB -	K105.com	Watchblog.com
Aggregated URLs - Rubicon RTB AU -	KARMALoop.com	Wattpad.com
Aggregated URLs - Rubicon RTB CA -	KCRA.com	WayFair.com
Aggregated URLs - Rubicon RTB No	KCRG.com	Wayfair.com
Aggregated URLs - Rubicon RTB Plug-	KEYT	WccfTech.com
Aggregated URLs - Rubicon RTB Plug-	KNCTR.com	Wdwmagic.com
Aggregated URLs - Rubicon RTB	KOAA.com	WeHeartIt.com
Aggregated URLs - Rubicon RTB	KOB.com	Weather.com
Aggregated URLs - Rubicon RTB	KOVideo.net	WeatherBug
Aggregated URLs - Schurz	KPopStars.com	WeatherBug.com
Aggregated URLs - Scripps TV - URLs	KSL.com	WeatherUnderground.com
Aggregated URLs - Search Kindly -	KSTP.com	Weatherbase.com
Aggregated URLs - Source Interlink	KShowNow.net	Weatherbug Desktop App
Aggregated URLs - Spil Games - URLs	KY3	Weatherbug.com
Aggregated URLs - Spill Games -	Kaboodle.com	Weatherbug.com Desktop App
Aggregated URLs - Swaave Media -	Kalood.com	Weatherbug.com HP
Aggregated URLs - Synacor - URLs	KansasCityMamas.com	Weatherbug.com Mobile Web
Aggregated URLs - TMFT - URLs	Kansascitymamas.com	WebCouponer.com
Aggregated URLs - Tech Media	Karaspartyideas.com	WebMD .45 CPM
Aggregated URLs -	Kare11.com	WebMD 100% Fill
Aggregated URLs - Tennessee Valley	Kate.net	WebMD.com

## Advertising.com Site List

Aggregated URLs - The Day - URLs	Katu.com	WebSleuths.com
Aggregated URLs - The Wolf Web -	Kauna Network - Online Games	WebStatZone.com
Aggregated URLs - Vortex Media	Kayak.com	WebSudoku.com
Aggregated URLs - WhiskeyMedia -	KcCommunityNews.com	WebUrbanist.com;WebEcoist.com
Aggregated URLs - World Now - URLs	Kenken.com	Webcastr.com
Aggregated URLs - Zynga - URLs	Kenyamoja.com	Webjet.com
Aggregated URLs - Zynga.com - URLs	KevinAndAmanda.com	WeblogsInc.com
Aggregated URLs - Zynga.com- URLs	Keyingredient.com	Webmail.Netzero.net
Aggregated URLs ç AdGroups.com -	KeystoneReport.com	Webmail.com
Aggregated URLs ç Barons Media -	KibaGames.com	Webmd.com
Aggregated URLs ç Broadcast Barter	KickRunners.com	WebosBuzz.com
Aggregated URLs ç DigitalTrends -	Kickoff365.com	Webs.com
Aggregated URLs ç DigitalTrends -	KidMango.com	WeddingChicks.com
Aggregated URLs ç Entercom.com -	Kids Site	WeddingGawker.com
Aggregated URLs ç	Kids-in-Mind.com	WeeWorld.com
Aggregated URLs ç	KidsGamesHeroes.com	WeeklyBite.com
Aggregated URLs ç RockYou - URLs	KidsInTheHouse.com	WeeklyGrape.com
Aggregated URLs ç Rubicon RTB	Kidsgamesheroes.com	WeeklySauce.com
Aggregated URLs ç SurvivingCollege.	Kidslearningstation.com	WeeklyWorldNews.com
Aggregated URLs- 1010 Ads- URLs	Kijiji.ca	WeightWatchers.com
Aggregated URLs- 152 Media- URLs	Kikin.com	Weightlossforall.com
Aggregated URLs- Adtegrity- URLs	KikirikiPics.com	WeirdWorm.com
Aggregated URLs- Adtegrity- URLs	Kikirikipics.com	Welcome Screen Revenue Non RTB
Aggregated URLs- ArticleBasement.	KillMyDayNow.com	WelcomeToTerranova.com
Aggregated URLs- Beanstock Media-	Killerfreebies.com	WellPlayed.org
Aggregated URLs- Blind Ferret - URLs	KindredCone.com	Wemakeitsafer.com
Aggregated URLs- Blind Ferret- URLs	King.com	Wepaint.com
Aggregated URLs- Cinesport- URLs	Kingfeatures.com	Weplay.com
Aggregated URLs- Cinesport.com-	Kisuki.net	Westwoodone.com
Aggregated URLs- Corelio - URLs By	KitaraMedia.com	WetPaint
Aggregated URLs- Curse Network -	Kitcars.com	WetPaint.com
Aggregated URLs- Curse Network-	Kitco.com	Wgt.com
Aggregated URLs- Digital Media- URLs	KittyFlix.com	WhatCulture.com
Aggregated URLs- GamerDNA Media-	Kittyflix.com	WhatIsMyIPAddress.com
Aggregated URLs- IPlay.com- URLs	Kizi.com	Whatproswear.com
Aggregated URLs- Informed	KjOnline.com	WhenParentsText.com
Aggregated URLs- Kitara Media -	KlickNation.com	WhereItsAt.com
Aggregated URLs- Nu Ad Networks-	Kmart.com	WhereTheLocalsEat.com
Aggregated URLs- On Campus	Knctr.com	WhiskeyMilitia.com
Aggregated URLs- Scripps TV- URLs	KnittingParadise.com	WhiteHouseBlackShutters.com
Aggregated URLs- Scripps- URLs	Knittingparadise.com	WhitePages.com
Aggregated URLs- Scripps.com - URLs	KnowledgeHound.com	Whitepages
Aggregated URLs- Snapsort - URLs	Koldcast.tv	Whitepages Tablet Web Capped
Aggregated URLs- Technorati- URLs	KomoNews.com	Whitepages Tablet Web Uncapped
Aggregated URLs- Thirty Second	Kongregate	Who2.com
Aggregated URLs- Tiori Technology -	Kongregate.com	WhoIs.DomainTools.com
Aggregated URLs-Suresh Raghavan-	KoreaPortal.com	WhoNeedsTV.com
Aggregated site - Dominion Enterprises	Ksl.com	WhoSampled.com
Aggregated site - RMM Online	Kspr.com	WholeLiving.com

## Advertising.com Site List

Aggregated site - bluTonic, Inc - URLs	Kstp.com	Whosampled.com
Aggregated site- Tonemedia.com -	Kubaneando.net	Wido.com
Aggregated site: Noez Hong Kong	Kuriositas.com	WikMag.com
Aggregated sites - Arts &	Ky3.com	Wiki.Answers.com
Aggregated sites - Belo - URLs upon	LALate.com	WikiAnswers.com
Aggregated sites - Blue Water Ads -	LATIMES.COM	WikiTravel
Aggregated sites - CBS TV - URLs	LATimes.com	WikiTravel.org
Aggregated sites - Cox Media - URLs	LEARNERSDICTIONARY.COM	Wikia.com
Aggregated sites - Cox Net - URLs	LEX18.com	Wikia.com: wowwiki.com
Aggregated sites - Dean Media Group -	LHRTimes.com	Wikia.com; themediatrust.com;
Aggregated sites - Dominion - URLs	LMK.com	Wikia.com; wowwiki.com;
Aggregated sites - HarrenMedia.com	LOCAL.COM	Wikia.com; wwiki.com
Aggregated sites - IDG Tech - URLs by	LOLKing.net	WildForWags.com
Aggregated sites - Icon - URLs Upon	LOWFARES.COM	Wildammo.Com
Aggregated sites - Integrate.com -	LPS Real Estate and Living Media	WildforCVS.com
Aggregated sites - JumpTV Sports -	LPSReg.com	Wildharmonystudio.com
Aggregated sites - McClatchy	LXForums.com	Willcookforsmiles.com
Aggregated sites - Media General -	LYRICS007.COM	Wimp.Com
Aggregated sites - RMM Online - URLs	LYRICSONDEMANDLyricsOnDemand.	Wimp.com
Aggregated sites - URLs available	Laaloosh.com	WimsBios.com
Aggregated sites for Beanstock Media	LaineyGossip.com	WinEveryGame.com
Aggregated sites- Createreach.com -	Laineygossip.com	Winamp Revenue Non RTB
Aggregated sites- Reduxmedia.com-	Lake-Link.com	Winamp.com
Aggregated sites- TC Media- URLs by	LandWatch.com	WindStream.com
Aggregated sites- TownNews.com-	LapBandBarbie.com	WindStream.net
Aggregated sites- Travora - URLs by	LapTopMemo.com	Windows2Universe.org
Aggregated sites- Verticalscope- Urls	LaptopMag.com	Windows7News.com
AggregatedURLs - Forum	LaptopMagPositions.com	Windows7Update.com
Aggregates sites - Intergi - URLs upon	LaptopThoughts.com	Windows8Update.com
Aggregates sites - Intergi - URLs upon	Lapulga.com.do	WindowsPhoneThoughts.com
Air-jordan-release-dates.com	Larepublica.pe	Windowsxlive.Net
AirGorilla.com	Larepublica.peH	Windstream.net
AirShowBuzz.com	Larepublica.peh	Winster.com
AircraftCompare.com	Large CA Finance Site	Wired.com
Ajc.com	LasVegasReviewJournal.com	WirelessAdvisor.com
Alatest.com	LasVegasSun.com	WithStyle.me
Alfy.com	LasVegasSun.com; VegasINC.com;	Wittysparks.com
AliensLovelceCream.com	Laserpointerforums.com	Wjla.com
Alittleclaireification.com	Lasr.net	Wktv.com
All-Free-Download.com	Last.fm	Wmfd.com
All-allergies.com	Lasvegasadvisor.com	WolfRamAlpha.com
All2Need.com	Latercera.cl	Wolframalpha.com
AllAccess.com	LatestNGreatest.net	WomansDay.com
AllBestMessages.com	Latestbusinessreport.com	WomenNewsNetwork.net
AllBestWallpapers.com	LatinosPost.com, LatinTimes.com	WomensDailyDiscounts.com
AllCoastMeda.com	Lavalife.com	WomensHealth.com
AllCoastMedia.com	LawlsComic.com	WomensHealthBase.com
AllDayOut.com	Laws.com	WomensHealthMag.com
AllEasyRecipes.com	LayoutJelly.com	Womensenews.org

## Advertising.com Site List

AllFreeDocumentaries.com	LayupMag.com	Womenshealthbase.com
AllFreeEssays.com	LazyDesis.com	Womenshealthbase.com Capped
AllFromWeb.net	Lazytechguys.com	Womenshealthbase.com Uncapped
AllKPop.com	LeagueSecretary.com	WonderHowTo.com
AllMenus.com	Leaguesecretary.com	WondrousPics.com
AllMusic.com	Leanitup.com	Wondrouspics.com
AllMyFaves.com	LearnVest.com	Wontek.com
AllRecipes.com	LedgerTranscript.com	WooHoo.co.uk
AllStayAtHome.com	Lee.net	Woot.com
AllThoseThingsILove.com	LeftLaneNews.com	Wopular.com
AllVoices.com	Legacy.com	WordIQ
AllWomensTalk.com	LehighValleyLive.com	WordNews.com
AllYou.com	LeisureDive.com	WordReference.com
Allakhazam.com	LeitesCulinaria.com	WordTwist.org; Boggled.org
Allcoastmedia.com	Lemondrop Revenue Non RTB	Wordplays.com
Allinthefamilysit.com	Lemonfree.com	Words-With.com
Allkidsnetwork.com	Lemultiblog.com	WordsEndingIn.com
Allkpop.com	LendingTree.com	WordswithFriends2
Allmenus.com	Lenovo.com	Wordswithfriends.com
Allmovie.com	Lequipe.fr	WorkBloom.com
Allmusic.com	LetsSingIt.com	World66.com
Alloy Digital Network - SideReel.com	LettersToTwilight.com	WorldNews.com
Alloy Mommyish Redirect	Liberation.fr	WorldNow.com
Alloy.com	Liberiangeek.net	WorldOfLogs.com
Alloy.com Capped	Life.Yourway.net	WorldWinner.com
Alloy.com; Smosh.com; Gurl.com	Life.com	Worldnow.com
Allpoetry.com	LifeAndStyleMag.com	Worldtimezone.com
Allsubs.org	LifeOfPixels.com	Worthpoint.com
Allthebestfights.com	LifeScript.com	Wotshappening.com
Allthingsfrugal.com	LifeWithCats.tv	WowWay.net
Allwomenstalk.com	LifeWithDogs.tv	Wowhead.com
AlphaBrandMedia.com	Lifefallow.com	Wral.com
Alphabird.com	Lifescrypt	Wrestling-news.net
Alphacoders.com	Lifescrypt.com	WrestlingNewsSource.com
Alt12.com	LifetimeMoms.com	Wrestlingnewsworld.com
Altnet.org	Lijit.com	WrongDiagnosis.com
AlwaysOnVacation.com	Likenaruto.com	Wthr.com
Amarillo.com	Lil-fingers.com	Wtop.com/fixed
Amazingribs.com	Liliputing.com	WunderGround.com
Amazon.com	Limelinx Mobile	Wunderground.com
AmcTV.com; FilmCritic.com; FilmSite.	Limelinx Mobile Capped	Wvec.com
America Online	Limera1n.cc	Wwedvdnews.com
America Online- Spanish Mail	LimerenceMag.com	X17Online.com
Americablog.com	LinTV.com	XDA-Developers.com
American Profile	LincolnTribune.com	XFactorNetwork.com
AmericanIdolNet.com	Lincredibles.com	XPMedia.com
AmericanOverlook.com	Link180.com	Xalimasn.com
AmericanProfile.com	LinkedIn.com	Xcweather.co.uk
AmericanRestaurantAssociation.com	LinksToLearning.com	Xda-Developers.com

## Advertising.com Site List

AmericanThinker.com	Linustechtips.com	Y3games.net
AmericanTowns.com; AmericanTowns.	Linuxbsdos.com	Y8.com
Americantowns.com	Linuxine.com	YESNETWORK.COM
AmusingPlanet.com	LisaWexler.com	YOUNGHOLLYWOOD.COM
Anagrammer.com	List25.com	Yahoo! Right Media RTB
AnagramsSolved.com	ListFave.com	Yahoo.ca
Analogplanet.com	ListPhobia.com	Yahoo.com
Ancestry.com, rootsweb.com	ListVerse.com	Yakima-Herald.com
AnchorFree - Amazon.com	Listia.com	Yamnews.info
AnchorFree - Bing.com	ListingBook.com	Yandra Auto
AnchorFree - BradsDeals	Listingbook.com	Yandra Entertainment
AnchorFree - Deals Sites	Listverse.com	Yandra Media
AnchorFree - Facebook.com	Litbreaker.com	Yandra Media BMO
AnchorFree - FatWallet	Litreactor.com	Yandra Media Corona
AnchorFree - Google.com	Littlehouseliving.com	Yandra Media GMC
AnchorFree - LinkedIn	Live365.com	Yandra Media Heineken
AnchorFree - Technology Network	LiveDan330.com	Yandra Men Lifestyle
AnchorFree - Travel Network (inquire	LiveDucks.com	Yandra News & Business
AnchorFree - YouTube	LiveUniverse.com	Yandra Sports
AnchorFree.com	Livegodo.com	Yandra Tech
Anchorfree.com	LivesOfEase.com	Yandra Travel
Andhraheadlines.com	Livestrong.com	Yandra Women Lifestyle
Andhravilas.net	Livewire.koco.com	Yardbarker
Andpop.com	LivingRichlyOnABudget.com	Yellow Pages Search Results
Android-apps.com	Livingwithlindsay.com	YellowBook.com
AndroidAdvices.com	Lmk.com	YellowPages.com
AndroidCentral.com	Local Newspaper Sites	YellowPagesGoesGreen.org
AndroidFreeware.net	Local.com	Yellowbook.com
AndroidThoughts.com	Local.com Capped	Yellowpages.com; Anywho.com
Androidauthority.com	Local.com Uncapped	Yelp.com
Androidlot.com	Local1020.com	Yepi.Com
Androsym.com	LocalDirectoryGuide.com	Yepi.com
Angadgets.com	LocalPointMedia.com	YesBride.com
AngryBirdsNest.com	LocalSalesNetwork.com	YieldBuild.com
AniWeather.com	LocalSear.ch	Yieldbuild Network
AnimeA.com	LocalSearch.com	YogaJournal.com
AnimeA.net	LocalTV CPM	YouBeauty.com
AnimeCrave.com	LocalTV Capped	YouClubVideo.com
AnimeFreak.tv	LocalTV Uncapped	YouTube.com
AnimePaper.net	LocalTVLLC.com	Youmeandcharlie.co
AnimeUltima.tv	Localsalesnetwork.com	Youmeandcharlie.com
Animekida.com	Localschooldirectory.com	YoungMomsDeals.com
Animeshippuuden.com	Lockerz.com	YourBlackWorld.net
Animeshippuuden.com	LolKing.com	YourDictionary.com
Animeshout.com	LolKing.net	YourHoustonNews.com
Animeultima.tv	LolRiot.com	YourJewishNews.com
Animeultima.tv.	LonNY.com	YourTango.com
Annistonstar.com	LonelyPlanet Tablet Web	Yourchords.com
AnnoyingOrange.com	LongIslandExchange.com	Yourdailyscoop.com

## Advertising.com Site List

Ansblog.com	LongIslandPress.com	Yourlifeafter25.com
Answerology.com	Lonny.com	Youtube.com
Answers.com	Lookthemovies.com	Youtubefunnyvideoclips.com
Answers.com Mid-Tier	LordsOfPain.net	Youtubeonrepeat.com
Answers.com Top Tier	LostInTechnology.com	Yowgo.com
AntennaWeb.org	LostLetterMen.com	Yucatan.com.mx
Anvari.org	LostLettermen.com	YumYumArcade.com
AnyManga.com	LostTV-Forum.com	Yumyumarcade.com
AnyMeeting.com	LotPro.com	Yunii.com
Anymeeting	LotteryLive.com	ZAM - Allakhazam.com
Anywho.com	LotteryPost.com	ZAM - Wowhead.com
Aol.com	Lotterypost.com	ZDNet.com
AolRadio.Slacker.com	Lotto.pch.com Mobile Web	ZYnga.com
Ap.org	LottoFactor.com	Zagat.com
Apartment34.com	LottoStrategies.com	Zam.com
ApartmentFinder.com	LoveBScott.com	Zap2It.com
ApartmentFinder.com,	LoveFateDestiny.com	Zap2it RON
ApartmentGuide.com	LoveTheOutdoors.com	ZatzNotFunny.com
ApartmentHomeLiving.com	Lovefromtheoven.com	Zayzay.com
ApartmentHouseLlving.com	LowEndMac.com	Zedo Local News Sites
ApartmentRatings	LubbockoOnline.com; TheMediaTrust.	Zedo TV Sites
ApartmentTherapy.com	Lulzmeme.com	Zedo-Reuters
Apartmentfinder.com	Lunapic.com	Zendaya.com
Apartmentguide.com	Luxist Revenue Non RTB	Zeptolab
Apartments.com	Luxist.com	ZeroHedge.com
Apartments.com, Apartment Living.	Lxforums.com	ZeroTo60Times.com
ApartmentsHomeLiving.com	Lycos.com	Zetaboards.com;invisionfree.com
Apni.tv	Lycos.com; Gamesville.com	Zikkir.com
Apnicommunity.com	Lyricinterpretations.Com	Zillow.com
AppBrain.com	Lyricinterpretations.com	Zillow.com Mobile Web
AppFairs.com	LyricsMode.com	Zimbio.com
AppGraffiti Secure	LyricsOnDemand.com	Zip2Save.com
AppNexus.com	LyricsVault.net	ZipList.com
AppleInsider.com	Lyrster.com;nitolyrics.com;eyeslyrics.	ZipRealty.com
AppleNApps.com	M.A.P. Properties	Zipminis.com
AppleThoughts.com	M.cellufun.com	Zlstudios.net
Appleinsider.com	MANGAPARK.COM	Zoecarter.com
Applerepo.com	MASNSports.com	Zonejo.com
Appletell.com	MICKLEMEDIA.COMAggregated Sites	ZumbaReports.com
Appnexus RTB Pulsepoint	MLB	ZuneThoughts.com
Apps.Facebook.	MLB Affiliate Sites	Zwinky.com
Apps.facebook.com/dragonville	MLB Affiliate Sites Capped	Zynga Elite Slots
Apps.facebook.com/playslingo	MLB Capped	Zynga.com
Apps.facebook.com/playslingo, zynga.	MLB Club Teams	Zynga.com, apps.facebook.
AppsSavvy	MLB Club Teams Capped	Zynga.com, apps.facebook.com/bingo
AppsSavvy FB	MLB.com	Zynga.com, apps.facebook.
AppsSavvy Mobile	MLBTradeRumors.com	Zynga.com, apps.facebook.
Appssavvy.com	MLG Tier 1	Zynga.com, apps.facebook.
ArcaMax.com	MLG Tier 2	Zynga.com,apps.facebook.

## Advertising.com Site List

Arcade-HQ.com	MLG Tier 3	Zynga.com; apps.facebook.com/bingo
ArcadeImpact.com	MLG Tier 4	Zynga.com; apps.facebook.
ArcadeStrategy.com	MLG.com	Zynga.com; Apps.facebook.
ArcadeStreet.com	MLGPro.com	Zynga.com; apps.facebook.
Arcadetube.com	MLSListings.com	Zynga.com; apps.facebook.
Arcadversary.com	MLive.com	Zynga.com; apps.facebook.
Arcamax.com	MMA-Core.com	Zynga.com; apps.facebook.
AreSearchGuide.com; Celebrity-Hair-	MMAFighting.com	Zynga.com; apps.facebook.
AreaConnect.com	MMAFrenzy.com	Zynga.com; apps.facebook.
Arenapwnage.com	MMOUI.com	Zynga.com; apps.facebook.
ArizonaSportsFans.com	MOBAFIRE.COM	Zynga.com; apps.facebook.
ArkansasMatters.com	MODAMOB.COM	Zynga.com; apps.facebook.
Armednsafe.info	MP3.com	Zynga.com; apps.facebook.
ArmorGames.com	MQ Travel Blog	Zynga.com; apps.facebook.com/cityvill
ArticleBasement.com	MQ Travel Blog Unmatched User	Zynga.com; apps.facebook.
ArticlePool.com	MSNBC.com	Zynga.com; apps.facebook.
ArticleTrunk.com	MST-Online.com	Zynga.com; apps.facebook.
Articlealley.com	MTBR.ca	Zynga.com; apps.facebook.
Articlebasement.com	MTBR.com	Zynga.com; apps.facebook.
Articlepool.com	MTV.com	Zynga.com; apps.facebook.
ArticlesBase.com	MUSIC.AOL.COM	Zynga.com; apps.facebook.
AshleyBenson.net	MYMODERNMET.COM	Zynga.com; apps.facebook.
AsianWiki.com	Mac-Forums.com	Zynga.com; apps.facebook.
Ask Network - Pronto.com	Mac360.com	Zynga.com; apps.facebook.
Ask.com	MacJams.com	Zynga.com; apps.facebook.
Ask4Android.com	MacObserver.com	Zynga.com; apps.facebook.
Askives.com	MacRumors.com	Zynga.com; apps.facebook.com/slingo
Associated Press	MacSurfer.com	Zynga.com; apps.facebook.
AstroGod.com	Macnn.com	Zynga.com; apps.facebook.
AstroStar.com	MacombDaily.com	Zynga.com; apps.facebook.
Astrology-Numerology.com	Macosx.com	Zynga.com; apps.facebook.
AstrologyWeekly.com	MacroEvolution.net	Zynga.com; apps.facebook.
AthleteStatus.com	Mad.com	Zynga.com; apps.facebook.com/yoville
AthletesWives.com	MadAds.com	Zynga.com; apps.facebook.
AtlasObscura.com	MadMikesAmerica.com	Zynga.com; zynga.com/Castleville
Atlasobscura.com	MadameNoire.com	Zynga.com; zynga.com/Castlevillea
Atozkidsstuff.com	Madden-School.com	Zynga.com; zynga.com/bubblesafari
Attackofthecute.Com	MadeByGirl.com	Zynga.com; zynga.
Attackofthecute.Combtf	Madisonrecord.com	Zynga.com; zynga.com/poker
AttractionsOfAmerica.com	Magesy.eu	Zynga.com; zynga.com/rubyblast
AuctionZip.com	Magicworldimage.com	Zynga.com; zynga.
AudioGon.com	Mail.Yahoo.com	Zynga.com;apps.facebook.
AudioPuzzle.com	Mail.aol.com	Zynga.com;apps.facebook.
AudioThief.com	Mail.com	abctrick.net
Audiogon.com	Mail.com Media Corporation - Mail.com	abcya.com
Audioreview.com	Mail.com; gmx.com	about.com
Audiostream.com	Mail2Web.com	accesshollywood.com
AuthorsDen.com	Mail2web.com	accuweather.com
Authorstream.com	MaineToday.com	actionfigurepics.com

## Advertising.com Site List

Authspot.com	Maineiac.Com	actiongames.playdom.
Auto Property	MaisonBoheme.Blogspot.com	actiongames.playdom.
Auto-Types.com	Major AA Lifestyle Site	actiongames.playdom.
AutoAnything.com	Major Africa Website	actiongames.playdom.
AutoBlog Revenue Non RTB	Major African American Female	ad.net
AutoForums.com	Major African American Lifestyle Brand	adkarma.net
AutoGuide.com	Major African American Women's	adknowledge.com
AutoSport.com	Major Canadian Portal	adpredictive.com
AutoTraderClassics.com	Major Career Site	advertising.com
Autoblog - Autos - Mobile Web Articles	Major Fashion/Style Site	afkinsider.com
Autoblog - Green - Mobile Web Articles	Major Kids Site	ahealthyearth.net
AutomotiveAddicts.com	Major Latin American Lifestyle Brand	aladistasio.telequebec.tv
AutomotiveImage.org	Major Latin Lifestyle Brand	all-allergies.com
Autos - Editorial - Mobile Web Articles	Major Movie Site	all-free-download.com
Autos Revenue Non RTB	Major Music Site	allkidsnetwork.com
Autos Revenue Non RTB	Major Network Sports Affiliate	allmyfaves.com
AwesomelyLuvvie.com	Major Parenting Site	allrecipes.com
AwkwardFamilyPhotos.com;	Major Weather Site	allyou.com
AwkwardFamilyPhotos.com;	MajorLeagueGaming.com	americanprofile.com
Azbul.net	Majorleaguegaming.com	ancestry.com,wererelated.com
Azdressup.com	Majortests.com	anchorfree.com/primo
Azstar.net	MakeTechEasier.com	anchorfree.us
B-RED.COM	MakeUpBee.com	andmagazine.com
B2B Sites	MakeUpForLife.net	animal.discovery.com
B2BYellowPages.com	MakesMeThink.com	animecrazy.com;dramacrazy.net
BA.net	MakeupAlley.com	animeshout.com
BBC America Tablet Web	MakeupTalk.com	answers.com
BBC.com	MakingFriends.com	aol..com
BBCGoodFood Tablet Web	Mamadweeb.com	aol.com
BBCGoodFood.com	MamasLatinas	aol.sportingnews.com
BDOOUTDOORS.COMBDOOutdoors.com	MamasLatinas.com	aolradio.slacker.com
BDOOutdoors.com	MamasLaundryTalk.com	ap.nextacropolis.com
BET.com	Mamiverse.com	apartmentguide.com
BHG.com	MangaFox.com	apartmenthomeliving.com
BL2DB.com	MangaFox.me	apni.tv
BMX-Forum.com	MangaHere.com	apps.facebook.com
BN.com	MangaInn.com	apps.facebook.com/Adventure
BNQT Media Group	MangaPanda.com	apps.facebook.com/CafeWorld
BREAK MEDIA	MangaReader.com	apps.facebook.com/Castleville
BTNHBoard.com	MangaReader.net	apps.facebook.com/Cityville
BUY.COM	MangaStream.com	apps.facebook.com/Cityville; zynga.
BUZZDOCK	MangaStream.to	apps.facebook.com/EmpireandAllies
BUZZDOCK.COM	MangaTraders.com	apps.facebook.com/EmpiresandAllies
BabiesRUs.com	Mangable.com	apps.facebook.com/HiddenChronicles
Babiesrus.com	Mangago.com	apps.facebook.com/PioneerTrail
Baby-Gaga.com	Mangahere.com Capped	apps.facebook.
BabyCenter.com	Mangapirate.net	apps.facebook.com/Vampires
BabyFit.SparkPeople.com	MankaBros.com	apps.facebook.com/adventureworld
BabyHold.com	Manta.com	apps.facebook.com/armiesofmagic/US

## Advertising.com Site List

BabyLovingMama.com	MapMyFitness.com	apps.facebook.com/armyattack/
BabyNames.com	MapMyRun.com	apps.facebook.com/avengersalliance
Babylon.com	MapQuest	apps.facebook.com/bejeweledblitz
Babynames.com	MapQuest.com	apps.facebook.com/bingo
Babynames.net	Mapmuse.com	apps.facebook.com/blackwoodandbell
Babynology.com	Mapquest.ca	apps.facebook.com/blingo
BackPacker.com	Mapsofworld.com	apps.facebook.com/bubblesafari
BackStreets.com	Marble Media LLC	apps.facebook.com/bubblesafari/
BackYardChickens.com	MarcAndAngel.com	apps.facebook.com/cafeworld
Backpacker	Marca.com	apps.facebook.com/castleville
Backstage.com	MarieClaire.com	apps.facebook.com/chefville
BackyardChickens.com	MarketWallPapers.com	apps.facebook.com/cityville
Backyardchickens.com	Marketplace RTB BlendedRecipes.com	apps.facebook.com/coasterville
BadCreditCardDealers.com	Marketplace RTB Meetme.com	apps.facebook.com/farmville
BaebleMusic.com	Marketplace RTB Time Warner	apps.facebook.com/farmville-two
BakeSpace.com	Marlo Thomas Partnerships Non RTB	apps.facebook.com/fishville
Bakersroyale.com	MarthaStewart.com	apps.facebook.com/frontierville
Ballerwives.com	MarthaStewartWeddings.com	apps.facebook.com/fullbloom/US
Bancomicsans.com	MarthaStewartWeddings.com	apps.facebook.com/gardensoftime
BandBucket.com	Marthastewart.com, WholeLiving.com	apps.facebook.com/gnometown
BangStyle.com	Mashable.com	apps.facebook.com/hiddenchronicles
BangorDailyNews.com	Masher	apps.facebook.com/inthefafia
BankRate.com	Mashpedia.com	apps.facebook.com/mafiaWars-two
BannedInHollywood.com	Mason21.Blogspot.com	apps.facebook.com/millionairecity
BarChart	MassDevice.com	apps.facebook.com/mobsters2
BarChart.com	MassLive.com	apps.facebook.com/onthefarm
BargainBlessings.com	Massreps.com	apps.facebook.com/onthefarm: zynga.
Bargainist.com	Match.com	apps.facebook.com/onthefarm; zynga.
BarnesAndNoble.com	Match.com Network	apps.facebook.com/petville
BarnesandNoble.com	Match.com Top Tier	apps.facebook.com/petvillegame
Barnesandnoble.com	Math.com	apps.facebook.com/pioneerville
Barnorama.com	MathWay.com	apps.facebook.com/playslingo
Basic-mathematics.com	MattsMusicPage.com	apps.facebook.com/playtheville/
BasicInstructions.net	MaxPreps.com	apps.facebook.com/pokerpalace
Batoto.net	Maxima.org	apps.facebook.com/rubyblast
Bauergriffinonline.com	Maxpreps.com	apps.facebook.com/slingo
Bauermedia.co.uk	McClatchy.com	apps.facebook.com/sororitylife
BayNews9.com	Mdjunction.com	apps.facebook.com/texas_holdem
BayouBuzz.com	Mdubvibe.com	apps.facebook.com/threads-of-
Bbc.com	MedHelp.org	apps.facebook.com/treasureisle
Bdoutdoors.com	Media One	apps.facebook.com/tripletown/US
BeGreenInfo.com	Media.gunaxin.com	apps.facebook.com/wildones
BeTheCook.com	MediaGaming.com	apps.facebook.com/woodlandheroes
BeautifulHairStyles.com	MediaGeneral.com	apps.facebook.com/wordswithfriends
BeautifulHairstyles.com;	MediaNewsGroup	apps.facebook.com/wordswithfriends,
BeautyHigh.com	MediaSmartHome.com	apps.facebook.com/yoville
Bebo.com	MediaSpan.com	apps.facebook.com/zynga
Become.com	MediaSpanGroup.com	apunkabollywood.net
BecomeGorgeous.com	Mediaite.com	articlepool.com

## Advertising.com Site List

BedAndBreakfast.com	MedicalDaily.com	articlestunner.com
BeeMP3.com	MedicalNewsToday.com	ask.com; tag.admeld.com
Beemp3.com	MedicalVideos.us	ask.com; themediatrust.com; ask-qa.
BeforeItsNews.com	Medicalopedia.org	astrology-numerology.com
Befunky.com	Medula	athlinks.com
BehindTheName.com	Medula CA	atlnightspots.com
BehindWoods.com	Meebo.com	atplaygame.com
BelAmiFilm.com	MeetMe	authspot.com
BeliefNet.com	MeetMe.com	autoexpert.ca
Beliefnet.com	MeetMe.com CA	autoforums.com
BellSouth.net; Att.net	Meetme.com	autotrader.ca
BellSouth.net; FineTune.com	Meez.com	azlyrics.com
BellaOnline.com	MegaGames	babiesrus.com
Belo.com Aggregated Sites - OpenX	Megansafex.com	bangordailynews.com
Benchmark3d.com	Mehtajee.com	batoto.net
BenchmarkReviews.com	MelsKitchenCafe.com	bcdwire.com
BenzInsider.com	MemeCenter.com	bdcwire.com
Beritai.com	Memorylane.com	belo.com
Berman Braun Mens Revenue Non	MensFitClub.com	bestbuys.com
Berman Braun Weather Revenue Non	MensHealth.com	bestbuys.com; just4u.com
BestBuys.com	Mensfitness.com	beyondtherack.com
BestDestinationWedding.com	Menshealth.co.uk	bf3blog.com
BestFlasher.com	Menshealthbase.com	bhg.com
BestInShowDaily.com	MentalFloss.com Capped	bitesizewellness.com
BestOfDrawSomething.com	MentalFloss.com Uncapped	blackfriday.bradsdeals.com
BestPlaces.net	Mentalfloss.com	blackjack.pch.com
BestSampleQuestions.com	MenuPages.com	blackpeoplemeet.com
BestSampleResume.com	Menuism.com	blastro.com
BestTechie.com	Mercyjohnson.com	blayze.com
Bestbathroomtips.com	Meredith Women's Network	bleacherreport.com
Bestmomstv.com	Merriam-Webster.com	blendedrecipes.com
Bestsyndication.com	Merriam-Webster.com; m-w.com	blindgossip.com
Better.com	Merriam-webster.com; britannica.com	blinkx.com
BetterLivingThroughDesign.com	MerriamWebster.com	blogs.americanprofile.com
BetterMedicine.com	MetaCritic.com	blogs.relish.com
Beyond.ca	Metacritic.com	blogs.spryliving.com
BeyondBlackWhite.com	MetroLyrics.com	boattrader.com
Bf3blog.com	MetroMix.com	bonniercorp.com
BharatMovies.com	Metrolyrics.com	booksnreview.com;
Bhaskar Group	Mevio	boston.com
BhavnasKitchen.com	Mevio Network - Mevio.com	bravo.com
Bia2.com	Mevio.com	buddytv.com
BibMe.org	Mevio.com Capped	bugcafe.com.au
Bibme.org	Mevio.com Uncapped	businessinsider.com
Bicycling Magazine	Mgid.com	buzznet.com
Bicycling.com	MiLB	buzzuparticles.com
BigFunGames.com	MiLB Capped	ca.autoblog.com
BigGameLottery.com	MiLB Club Teams Extensive	candystand.com
BigNerds.com	MiLB Club Teams Extensive Capped	cardomain.com

## Advertising.com Site List

Bigresource.com	MiLB Clubs Few	cardomainnetwork.com
BikeForums.net	MiLB Clubs Few Capped	casualgames.com
BikeRadar.com; Bikely.com	MiamiHerald.com	catchfred.com
BillBoard.com	MichelleMalkin.com	celebs.answers.com/
Billboard.com	Mid-Day.com	charlotteobserver.com
Billboard.com; JoshHosler.Biz	MidWestCommunications - Aggregated	chezmaya.com
BillsUp.com	MiddletownPress.com	chillopedia.com
Biography.com	MidkotaSolutions.com	christianpost.com
BirthdayPartyIdeas.com	Mightymagoo	chron.com
BismanOnline.com	MiiTV.com	citadelbroadcasting.com
BiteSizeWellness.com	Milb.com	clickorlando.com
BittenAndBound.com	Milenio.com	cnhi.com
Bizcaf.ca	MilitaryFactory.com	collider.com
Bizjournal RP	MiltzMedia.com	comcast.com
Bjpenn.com	MindBodyGreen.com	comedycentral.com
Black Voices Revenue Non RTB	MindJolt.com	condotv.com
BlackBoxMediaUS.com	MineCraftForum.net	cookcountyassessor.com
BlackDoctor.org	Minerals.net	cookingchanneltv.com
BlackPeopleMeet.com	MingleCity.com	coolmath.com
BlackSnob.com	MiniClip	coupons.com
BlackSportsOnline.com	MiniClip.com	cwmagazine.com
BlackVibes.com	Minijuegos.com	cycletrader.com
Blackpeoplemeet.com	MintDesignBlog.com	dailymotion.com
Blacksnob.com	Mintarrow.com	dailyparent.com
Blast-food.com	Minyanville.com	dailyrx.com
Blastmagazine.com	Mirror.co.uk	dallasnews.com
BleacherReport.com	Mirror.co.uk; MirrorFootball.co.uk	dayzdb.com
Bleachwatch.com	MisQuinceMag.com	deadline.com;hollywoodlife.com;
Bleedingcool.com	MissUniverse.com	delphiforums.com
Blend.com Capped	Missionblacklistfilm.com	dictionary.com
Blend.com Uncapped	MixMatters.com	digi.163.
BlendedRecipes.com	MixThatDrink.com	digitaltrends.com
Blinkx.com	Mlbtraderumors.com	diply.com
Blip.fm	Mls-Rumors.net	discojams.com
Blippitt.com	MmaBay.co.uk	discovery.com
Blockshopper.com	Mmooa.com	diversitynewspublications.com
Blockshopper.com/Chicago	Mmorpg-Life.com	diynetwork.com
Blockshopper.com/DC	MobaFire.com	dlisted.com
Blockshopper.com/Houston	Mobafire.com	eBaumsworld (Homepage only)
Blockshopper.com/LasVegas	MobileNetwork.com	eBay.com
Blockshopper.com/LongIsland	Mobilenetwork.com	eBizNewswire.com
Blockshopper.com/LosAngeles	MobyGames.com	eBuddy.com
Blockshopper.com/SanFran	Mochigames.com	eCanadaNow.com
Blockshopper.com/SouthFlorida	MocoSpace.com	eDiets.com
Blockshopper.com/StLouis	Mocospace	eHarmony - JustMommies.com
Blockshopper.com/Tampa	Mocospace.com	eHarmony.com
Blog.FileTorr.com	ModMyI.com	eHomeUpgrade.com
Blog.LiveNewsChat.tv	ModWedding.com	eNotes
Blog.Media-Freaks.com	ModaMob.com	eSappy.com

## Advertising.com Site List

Blog.Zap2it.com	Modamob.com	eShopGamers.com
Blog.mad4flash.com	Moddb.com	eWrestlingNews.com
BlogAds.com	Modelinia.com	eatingwell.com
BlogBookmark.com	ModemHelp.net	ebuddy.com
BlogTalkRadio.com	ModernBaby.com	ehow.com;ehow.co.uk;facebook.com;
BlogUpp.com	ModernDayMom.com	emhd.eastmoney.com
Blogads.com	ModernDestiny.com	emol.org
Blogbookmark.com	ModernMan.com	enflick.com
Blogher.com	Moderndaytraveler.com	engageplay.com
Blogs.TheCuteKid.com	Modestmoney.com	english.samaylive.com
Blogsdna.com	ModifiedCars.com	environmentalgraffiti.com
BlueWaterAds.com	Moemoneymccoy.com	epdrama.com
Bluereachmedia.com	Mog.com	etonline.com;hollywoodreporter.com
BlufftonToday.com	Moguldom Tablet Web Capped	eveningpostinteractive.com
BlurtIt	Moguldom Tablet Web Uncapped	examiner.com
Boardofwisdom.com	Mogulite.com	expatusnews.com/
BobVila.com	Mohul.com	facebook.com
BodyBoarding.YouRiding.com	Mojopages.com/partnersites	facebook.com/YoVille
Bodyarchitect.TV	Mom.me Revenue Non RTB	facebook.com/pioneerville
Bodybuilding.com	Mom365.com	facebook.com/ztreasureisle
Bollywood.com	MomFinds.com	failblog.com
Bollywoodshaadis.com	MommyMixing.com	fairfax.com
Bonktown.com	MommyPage.com	fanpop.com
BonnierCorp.com	MommySavers.com	fark.com
BooBooTV.com	Mommynoire.com	fashiongonerogue.com
BookRags.com	MomsLikeMe.com	filmtrailer.net
BookRags.com; themediatrust.com	MomsRecipes.com;HolidaysCentral.	findthebest.com
Bookmark4You.com	MomsWord.org	fitpregnancy.com
Bookoo.com	Momversation	fixedtier.tv-links.eu
Bookrags.com	MondoTimes.com	fixya.com
Bookriot.com	Money/Finance Revenue Non RTB	fleteteverdha.com
Booksie.com	MoneyCrashers.com	flickchart.com
Boonenewspapers.com	MoneyLiving.com	flightaware.com
BootyArcade.com	Moneysavingmadness.com	food.com
BopMySpace.com	Mongabay.com	foodandwine.com
BoreMe.com	MonkeyBroker.net	foodcove.com
BoredFactory.com	Monster.com	foodrepublic.com
Bornrich.com	Mopo.ca	fool.com
Bossip.com	Morfix.com	fora.tv
Bostinno.com	MorphThing.com	forrent.com
Boston.com	Morris	fortunecity.co.uk;fortunecity.com
BostonHerald.com	Morris.com	freegamewall.com
BostonSportsMedia.com	MostBeautifulMan.com	frontdoor.com
Bostonherald.com	MostFunGames.com	funeral.com
Boundless.com	MotherJones.com	fusion.net
Bounty.com	Mothering.com	futhead.com
Bouthome.com	MotivatingQuotes.com	gaiaonline.com
Box10.com	MotorAuthority.com	gainesville.com
BoxOffice.com; BoxOfficeMagazine.	MotorCycleDaily.com	gamemosh.com

## Advertising.com Site List

BoxOfficeMojo.com	Motorcycle.com	gatherarticles.com
Boxingscene.com	Move.com	gazettextra.com
Boxrec.com	MovieCarpet.com	geekologie.com
BoyGeniusReport.com	MovieFanatic.com	geekshouttv.com
BozemanDailyChronicle.com	MovieFone Non MarketPlace Inventory	geekzone.co.nz
Bp-Tv.tv	MovieFone.ca	genealogy.com
BradsDeals.com	MovieFone.com	ghostvideos.ws
BrainFall.com	MovieInsider.com	giantbomb.com
BrainerdDispatch.com	MovieLine.com	girlsgogames.com
Brainerddispatch.com	MovieMistakes.com	globalpost.com
BrainyQuote.com	MovieQuotes.com	goal.com
BranAppetit.com	MovieQuotesAndMore.com	gofugyourself.com
BrandAffinity.net	MovieRoomReview	golf.com
Bravenet.com	MovieTickets.com	goodcholesterolcount.com
Break Media - GameNinja.com	MovieZen.com	gottabemobile.com
BreakForGames.com	Moviebat.com	graphitedesign.net
BreakingDawnMovie.org	Movies (Moviefone) Revenue Non RTB	greatpethealth.com
BreakingWorldNewsToday.com	Movies.Zap2it.com	groceryserver.com
Breitbart.com	Movieweb.com	grooveshark.com
BridesTelevision.com	Movoto.com	hark.com
Bridge Media Network -	MrMoneyMustache.com	healthguru.com
Bridgebase.com	MrMovieTimes.com	healthywaytocook.com
Briefing.com	MrWhatIs.com	hearst.com
BriggsMedia.com	Mrprintables.com	helium.com
Briggsmedia.com	Mtbr.com	hgarrichSweetness-Light.com
BrightHub.com	Mtv.com	hgtv.com
BrisbaneTimes.com.au	MuggleNet.com	hgtvremodels.com
BristolPress.com	MummyDeals.org	hiphopstan.com
Britannica.com	MuninetGuide.com	holanetworks.net
BritishExpats.com	Munju.net	hollybaby.com;movieline.com
BroadJam.com	Muscleanfitness.com	homeaway.com
BroadcastInteractive.com	Muscleanfitnesshers.com	homefacts.com
Broadway.TV	Music	homes.com
BrooklynLimestone.com	Music Revenue Non RTB	hoparticles.com
Brownpride.com	Music Tablet	http://actiongames.playdom.
Brownsista.com	Music.aol.ca	http://apps.facebook.com/armyattack
Bubble Safari Ocean	Music.wickedhype.com	http://apps.facebook.
BubbleAtlantis.com	MusicBLVD.com	http://apps.facebook.com/bubblesafari
BubbleReef	MusicBlvd.com	http://apps.facebook.com/coasterville
Bubblygirlgames.com	MusicGlitz.com	http://apps.facebook.com/criminalcase
BuckeyePlanet.com	MusicRang.com	http://apps.facebook.
BuddyTV	Musicblvd.com	http://apps.facebook.
BudgetHawaiiVacation.com	Musicselects.com	http://apps.facebook.com/millionairecity
BudgetTravel.com	MusiqTone.com	http://apps.facebook.
BudgetsAreSexy.com	Muztuber.com	http://apps.facebook.com/newintown
BuenasTareas.com	My10online.com	http://apps.facebook.
Buenastareas.com	My65Orlando.com	http://apps.facebook.com/vegas-app
BuffaloNews.com	MyCaliHomeGuide.com	http://apps.facebook.
Buffalonews.com	MyCokeRewards.com	http://apps.facebook.

## Advertising.com Site List

Bugcafe.com.au	MyDailyMoment.com	http://apps.facebook.
Bukisa.com	MyDearValentine.com	http://apps.facebook.com/zombielane
BulbaGarden.net	MyEWeb.com	http://chefville.apps.facebook.com
Bulbagarden.com	MyEducationDiscount.com	http://gamersunite.coolchaser.com/
Bullshido.net	MyFitnessPal.com	http://hiddenobjects.playdom.
BuoyWeather.com	MyFloridaHomeGuide.com	http://hiddenobjects.playdom.
Business Community Food	MyFoxBoston.com	http://hiddenobjects.playdom.
Business Entertainment-Music	MyFoxDetroit.com	http://ie-games.com
Business Games-Gaming Information	MyFoxLA.com	http://interfacelift.com
Business Insider	MyFoxOrlando.com	http://latininsight.com, http://marriagee.
Business Insider Top Tier	MyFunCards.com	http://live365.com
Business Retail Site	MyGames4Girls.com	http://live365.com; http://athena365.
BusinessFriend	MyHappyGames.com	http://mail2web.com
BusinessInsider.com	MyHomeIdeas.com	http://meez.com
Businessghana.com	MyLifelsAverage.com	http://nadaguides.com
ButterSafe.com	MyLifetime.com	http://quebec.autoblog.com/
Buttersafe.com	MyLitter.com	http://quebec.huffingtonpost.ca/
BuyCheapR.com	MyLot.com	http://quebec.stylelist.ca/
Buzz Media - FanPop	MyMusic.com	http://www.aol.com/?cobrand=maing10
Buzz Media Entertainment Network	MyOnlineArcade.com	http://www.aol.com/?cobrand=maing11
Buzz-Media.com	MyPictureMania.com	http://www.aol.com/?cobrand=maing12
BuzzDock.com	MyPremium.tv	http://www.aol.com/?cobrand=maing13
BuzzTap.com	MyRecipes.com	http://www.aol.com/?cobrand=maing14
Bydabeach.com	MySanAntonio.com	http://www.aol.com/?cobrand=maing15
CA AOL Canada Curator Network	MySoju.com	http://www.aol.com/?cobrand=maing16
CAFEMOM.COM	MySpaHealth.com	http://www.aol.com/?cobrand=maing5
CARDOMAIN.COM	MySpace.ca	http://www.aol.com/?cobrand=maing6
CBS TV	MyTechGuide.org	http://www.aol.com/?cobrand=maing7
CBSInteractive.com	MyTechMantra.com	http://www.aol.com/?cobrand=maing8
CBSLocal	MyThirtySpot.com	http://www.aol.com/?cobrand=maing9
CBSLocal.com	MyWikiLocal.com	http://www.appsmenow.com
CBSNews.com	MyWoodenSpoon.com;	http://www.facebook.com/FarmVille
CBSsports.com	MyYearbook.com	http://www.facebook.com/FarmVille2
CDMAGurus.com	Mycouponteacher.com	http://www.facebook.
CMT.com	Myfitnesspal.com	http://www.facebook.
CMVLive.com	Myfuncards.com	http://www.facebook.
CNBC.com	Myghana,tv	http://www.facebook.
CNETNews.com	Mygrocerydeals.com	http://www.facebook.
CNETcommerce.com	Mylifeandkids.com	http://www.facebook.
CNETdownload.com	MyLitter.com	http://www.facebook.
CNHI.com	Mymotherlode.com	http://www.gameninja.com
COX Portals	Myonlinearcade.com	http://www.gotceleb.com
CRACKLE.COM	Mypodcooks.com	http://www.okramedia.com/
CSMonitor	Myprofilecover.com	http://www.rangercentral.com
CSMonitor.com	Myrobertpattinson.com	http://www.stylelist.ca/
CWTV.com	Myspace.com	http://www.techsupporttestsite.com/
Ca.Upi.Com	Mytaste.com	http://www.theentertainingelf.com
CafeCafeGames.com	Myxertones.com	http://www.toxicshock.tv
CafeMom Network - eHealthForum.	N4g.com	http://www.wallpowper.com

## Advertising.com Site List

CafeMom.com	NATMAGS.CO.UK	http://www.xe.com/, mobile.eatingwell.
Cafemom.com	NBADraft.net	https://apps.facebook.
Cafepharma.com	NBC.com	https://apps.facebook.com/ballpark-
CakeCentral.com	NBCNewYork.com	https://apps.facebook.com/rubyblast
CakeWrecks.blogspot.com	NBCNews.com	https://apps.facebook.
CakeWrecks.com	NBCSports.com	https://hiddenobjects.playdom.
Cakecentral.com	NDTV.com	https://www.facebook.
Cakerecipeswithpictures.com	NEXAGE.COM	https://www.facebook.
CalamitiesOfNature.com	NGB.TV	https://www.facebook.
Calculateforfree.com	NHL.com	humanevents.com
CalendarLabs.com	NJ.com	iMedia Aggregated Site List - Request
Cambio	NJCAA.org	iMediaConnection.com
Cambio.com	NJDevs.com	iPhoneHacks.com
Cambodiajobs.blogspot.com	NLClassifieds.com	iPhoneRelease.net
Camideo.com	NLOP.com	iPlay
CamilleStyles.com	NODQ.com	iPlay.com
CampusAccess.com	NOLA.com	iRazoo.com
CampusFood.com	NORTHJERSEY	iTunesFree.com
Canada.games.com	NWRealty.com	iWin.com
Canada411.ca	NY1Noticias.com	iWon.com
CanadaFreePress.com	NYDailyNews.com	icanhascheezburger.com
Candystand.Com	NYMag.com	ign.com
Candystand.com	NYPost.com	igougo.com
CaptainWag.com	NYPost.com; NewYorkPost.com	imagineeasy.com
Car-Seat.org	NYTimes.com	imdb.com
CarAndDriver.com	NYSun.com	imgfave.com
CarDomain	NameMedia.com	imvu.com
CarDomain Network - CarDomain.com	NapLyrics.com	infodog.com
CarDomain Network - StreetFire.net	Narutospot.net	insidelacrosse.com
CarDomain.com	NasDaq.com	intradayfun.com
CarGurus.com	Nasdaq.com	investigation.discovery.com
CardGameSolitaire.com	NashvilleGab.com	it168.com
Cardiffcityforum.co.uk	Nation.co.ke	ithinkdiff.com
CardsAndCats.com	NationStates.net	iwin.com
Care 2	National Geographic Tier 1	jemm-media.co.uk
Care2.com	National Geographic Tier 2	jokes4us.com
Career Site	NationalEnquirer.com	justhearit.com
CareerBuider Tablet Capped	NationalJournal.com	justjared.com
CareerBuilder Tablet	NationalRail.co.uk	kayak.com
CareerBuilder Tier 1	NationalReview.com	kenken.com
CareerBuilder.com	Nationalgeographic.com	kids-in-mind.com
Careers Revenue Non RTB	NaturalHealthMag.com	kikin.com
Careerview.com	NaturallyCurly.com	kingfeatures.com
Cargurus.com	NaturallyCurly.com; CurlyNikki.com	kiplinger.com
Caribjournal.com	Nbh-Tv.tv	kitco.com
Cars-On-Line.com	NeoPets.com	kittyflix.com
Cars-Trucks-Minivans.com	Neogaf.com	koldcast.tv
CasaOriginal.com	NeonlimeLight.com	kongregate.com
Cashwhale.com	Neopets.com	ksl.com

## Advertising.com Site List

Casteville	Neopets.com Capped	last.fm
Cat-Share.com	NerdBastards.com	learnvest.com
Cat-share.com	NerdFighters.com	lee.net
CatchMyParty.com	NestEagleRock.com	lightshake.com
Catchfred.com	NetShelter Technology Media	livejournal.com
Catster.com	NetShelter Technology Media -	livingrichwithcoupons.com
Cbslocal.com	NetShelter Technology Media - XDA-	local.com
CelebGossip.com	NetShelter Technology Media -9	lossip.com
CelebLatino.com	NetZero.com	lotrointerface.com;eqinterface.com;
CelebSpin.com	NetZero.net	lunapic.com
Celebessence.com	Netnewsindex.com	lyricinterpretations.com
Celebitchy.com	Netscape ISP Revenue Non RTB	m.cellufun.com
Celebopedia.net	Netscape.com	m.extremetech.com
Celebrations.com	Netzero.net	m.geek.com
Celebrity-Babies.com	NewBritainHerald.com	m.pcmag.com
Celebrity-Gossip.com	NewCarsRelease.net	madamedeals.com
Celebrity-Gossip.net	NewEgg.com	mail.aol.com
Celebrity-Sunglasses-Finder.com	NewEnglandCouponSaver.com	mail.com
CelebrityBabyCraze.com	NewHavenRegister.com; nhregister.	mainetoday.com
CelebrityBrideGuide.com	NewJams.net	maketecheasier.com
CelebrityCafe.com	NewMamaMac.blogspot.com	manta.com
CelebrityHealthFitness.com	NewMediaRockstars.com	mapmyrun.com
CelebrityNetWorth.com	NewMotorcycleRelease.com	matchflowmedia.com
CelebrityNetworth.com	NewYork.TimeOut.com	math-aids.com
CelebrityToob.com	Newburyportnews.com	mediageneral.com
CelebrityTravel.tv	Newegg.com	mensfitness.com
CelebrityTweet.com	Newgrounds.com	menshealthbase.com
Celebritypop.com	Newlaunches.com	merchantcircle.com
Celebuzz.com	News Revenue Non RTB	merchantcirlce.com
Cellcustomize.com	News.NineMSN.co.au	metacafe.com
Cellphone-Gurus.com	News.Yahoo.com	mevio.com
Cellphonequick.com	News.com.au	mgoblog.com
Cellufun.com	News&Austin.com	miamiherald.com
CentsationalGirl.com	NewsBlaze.com	milesplit.com;trackandfieldnews.com
CenturyLink.com	NewsBusters.com	military.discovery.com
CenturyLink.net	NewsBusters.org	mindjoltgames.com
ChaCha	NewsHerald.com	mix1043fm.com
ChaCha.com	NewsMeat.com	mlb.com
ChaChaSearch.com	NewsOK.com	mobile.boston.com
ChaChingOnAShoeString.com	NewsOfFuture.com	mobilenapps.com; gamenguide.com;
Chacha.com	NewsOK.com	momfinds.com
Chainlove.com	NewsPressNow.com	mommyrecipe.com
Chameleon-Interiors.Blogspot.com	NewsRealBlog.com	moneysavingmadness.com
Characterarcade.com	NewsWarped.com	mostfungames.com
Charter.net	Newsarama.com	move.com
Chattanooga.com	Newsbusters.org	move.com;moving.com;realtor.com;
CheapFares.com	Newser.com	moviefone.com
CheapOAir.com	Newsinc.com	mtv.com
CheapSally.com	Newsitem.com	my.netzero.net, my.juno.com, www.

## Advertising.com Site List

Cheapism.com	Newsli.com	my.tv
Cheapoair.ca	Newsnow.co.uk	my24wutb.com
Cheapoair.com	Newsoxy.com	mySimon.com
Cheapostay.com	Newstogram.com	myfairpoint.net
CheatBeast.com	Newyork.timeout.com	myfitnesspal.com
CheatCodes.com	Nexon.net	myfoxphilly.com
CheatCodesGalore.com	NextSportStar.com	myfoxphoenix.com
Cheatcodesgalore.com	Nextag.com	myonlinearcade.com
Checkers Free HD	NexusMods.com	myplaycity.us
CheersAndGears.com	NexusRadio.com	mysanantonio.com
ChefTalk.com	NgPoll.com	mytechguide.org
Chemistry.com	Nickutopia.com	mytvshowz.com
Chepii.com	NicoClub.com	myyearbook.com
Chess Free HD	NikeTalk.Yuku.com	nation.co.ke
Chess.com	NineteenLettersLong.com	naturallycurly.com
Chessmaniac.com	Ninjanerdstech.com	nbc.com
ChethStudios.net	Ninjaromeo.com	news4jax.com
Chia-anime.com	NitroType.com	newsinc.com
ChicTip.com	Nlop.COM	nextsportstar.com
ChicTraveler.com	Nlop.com	nick.com
Chicago Sun Times Sports Section	Nme.co.uk	nickjr.com
ChicagoPhoenix.com	Nobuffer.info	nickmoms.com
ChicagoTribune.com	NodeJu.com	noeman.org
ChicagosMMA.com	Noeman.org	null
ChickenSmoothie.com	Nola.com	nydailynews.com
ChicoCoupons.info	NolanChart.com	nyfp.tv
ChildCareLounge.com	Nomeatathlete.com	okcupid.com
Chillopedia.com	Non Mkt Place Client	okmagazine.com
ChinaFlix.com	Non Mkt Place Tag default	ooVoo Bottom Tier
ChinaHush.com	Non Mkt Place Webmail	ooVoo Mobile
ChinaSmack.com	Nondisclosable local news site	ooVoo Spanish Language
ChinatownConnection.com	Noobarcade.com	ooVoo.com
Chinese-Symbols.com	Nordcurrent	oovoo.com
Chinese-Tools.com	NorthDakotaPreps.com	opendns.com
Chomec.com	NorthJersey.com	openx.com
ChooseYourDiet.com	NorthsideBaseball.com	oppapers.com
ChooseYourItem.com	NotDoppler.com	orangenetworkadvertising.com
Chotabheemgame.info	NotebookForums.com	origami-instructions.com
Chow.com	Npisearch.com	ourtime.com
ChristalRock.com	Ntdtv.com	overthinkingit.com
Christian Post	Nutriculamagazine.com	oxygen.com
ChristianMingle.com	Nutritioncuisine.com	ozonemedia.com
ChristianPost.com	NwAnime.com	parenting.com
Chrometheme.net	Ny.Yibada.com/En	parentmediainc.com
Chron.com	Nydailynews.com	parents.com
Chuckleaduck.com	Nyfp.tv	parentsociety.com
Chuckpalahniuk.Net	OAndA.com	patientconversation.com
Chuckpalahniuk.net	ODESSA AMERICA	pch.com
Chud.com	OKCupid.com	pdadb.net

## Advertising.com Site List

CienRadios.com.ar	OKcupid.com	peopleofwalmart.com
CincinnatiBell.com	OMFGNetwork.com	perezhilton.com
CineMassacre.com	OMGPop.com	petfinder.com
CineSport.com	ONLINEMEDIADIVA.COM	petwebsite.com
Cinebasti.com	OSDIR.com	photobucket.com
CinemaBlend.com	OVPulse.com	picmonkey.com
Cinemablend.com	OVguide.com	pirate4x4.com
Cinemovie.tv	OberonGames.com	pixdaus.com
Cinesport.com	Obox Media	playstationgang.com
CiraCar.com	Off-Grid.net	pogo.com
CitadelBroadcasting.com	OffShoreOnly.com	politico.com
Citadelbroadcasting.com	Ohio.com	popcap.com
CitationMachine.net	Ohmi.net	popgive.com
Citationmachine.com	OkCupid.com	popsuger.com
Citizensofpanem.com	Okcupid.com	poshglam.com
Citizensvoice.com	Okra Media	pregnancy.org
City-Data.com	Okra Media - Travel	pregnancygirl.com
City.com	Okra Media Auto	premierleague.com
City1020.com	Okra Media Business	pronto.com
CityDazzle.com	Okra Media Food	propublica.org
CityRag.com	Okra Media Health	purenintendo.com
CitySearch.com	Okra Media News	puzzledhearts.com, charmedgems.com
CityVilleChat.com	Okra Media Parenting	qandas.com
Cityville.com	Okra Media Sports	radioio.com
Cityville2	Okra Media Tech	rajshri.com
CityvilleTips.com	OloArcade.com	ranker.com
Cityvillechat.com	Ology Media - Aggregated URLs - Site	rasamalaysia.com
Civimi.com	Omaha.com	read.homeunix.com
Clantonadvertiser.com	OmahaWorldHerald.com	reallol.com
Clarín.com	OmgNetwork.com	realsimple.com
Classic-tv.com	Omggossip.com, Healthyforkids.com,	recipeidol.com
ClassicalMusicAmerica.com	Omg-Facts.com	redtag.ca
Classified Retail Site	Omglobe.com	reference.com
Classmates.com	On-this-day.com	rentalhomesplus.com
Clatl.com	OnDemandKorea.com	rentals.com
CleanEatingMag.com	OnLocationVacations.com	rhapsody.com
CleanSnipe.com	OnMilwaukee.com	robaid.com
Cleveland.com	OnTheFlix.com	roblox.com
Cleveland.com	OneAcross.com	rollingstone.com
ClicheMag.com	OneGreenPlanet.org	rottentomatoes.com
Click2Houston	OneLouder.com	rr.com
Click2Houston.com	OnePakistan.com	rr.com; CapitalTonight.com
ClickCeleb.com	OnePieceOfBleach.com	rr.com; News8Austin.com
ClickOnDetroit.com	OneScreen	rr.com; ny1.com
ClickOrlando	Onefaceinamillion.com	rr.com; ynn.com
ClickOrlando.com	Onegoodthingbyjillee.Com	rte.com
Cliqueclack.com	Onegoodthingbyjillee.com	runrocknroll.competitor.com;trirock.
Clker.com	Oneliners-And-Proverbs.com	rvtrader.com
Closetcooking.com	Onepakistan.com	sacbee.com

## Advertising.com Site List

Cloud Canvas - FriendsChecker	Onescreen Entertainment Sites	salon.com
Cloud Canvas - ProVideoDownloader	Onescreen Health Sites	saltwater-index.com
Cloud Canvas Search	Onescreen Lifestyle Sites	samba.tv
Cloud.Bugcafe.Com.Au	Onescreen Travel Sites	savingwithshellie.com
Cloudywithachanceofwine.com	Oneshetwoshe.com	sayrecipes.com
ClubLexus.com	Onespot.Chron.com	saysrecipe.com
ClubVibes.com	Onespot.Chron.com; topics.chron.com	scrapmetalforum.com
Cmro.travis-starnes.com	Onespot.MySanAntonio.com	scribd.com
Cnet.com	Onetravel.com	scribol.com
Cnsnews.com	Online-convert.com	sears.com
CoastalLiving.com	OnlineAthens.com	seattlepi.com
CodeCall.net	OnlineRadioStations.com	servednetworks.com
Coffitivity.com	OnlineSentinel.com	sfgate.com
CoinTalk.com	Onlinejournal.com	shape.com
CokeAndPopcorn.ch	Onlinenigeria.com	sharebeast.com
CokeAndPopcorn.com	OnlyHDWallpapers.com	shefinds.com
CokeAndPopcorn.eu	OntGolf.ca; CanadianGolfer.com	shopall.com
College News Media	OnwardState.com	shpopper.com
CollegeCandy.com	Oodle.com	signonsandiego.com;bleacherreport.
CollegeCures.com	Oovoo.com	singleparentmeet.com;loveandseek.
CollegeDJ.net	OpenWave.com	skift.com
CollegeFootballNews.com	OpenX - Brightline Media Network	skype.com
CollegeMagazine.com	OpenX GameBanana	slots.pch.com
CollegeMediaNetwork.com	Openstudy.com	sltrib.com
Collider	Oprah Tablet	snagajob.com
Collider.com	Oprah Tablet Capped	sourceinterlink.com
ColorWize.com	Oprah Winfrey Network	spanishcentral.com
ColoradoFisherman.com	Orbitz.com	special-ism.com
Colorwize.com; ColorCupid.com;	OregonLive.com	speeddate.com
ColourLovers.com	OrganicAuthority.com	spiketv.com
Columbiamagazine.com	OrganicAuthority.com - Tablet	sporcle.com
ComScore Top 20 Consumer Tech	OrganicDeals.com	sportingnews.com
Comcast Corporation - Vehix.com	OrganizingHomeLife.com	stardoll.com
ComedyTime.tv	Origami-Instructions.com	start.lenovo.com
Comfortablefood.com	Origami-instructions.com	start.toshiba.com
ComicBook.com	Ortsbo.com	stereogum.com
ComicBookResources.com	Omdir.com	stockgumshoe.com
ComicCollectorLive.com	Otcmarkets.com	stuffwelike.com
ComicSpace.com	Ottaway.com	survivingcollege.com
Comics Alliance Revenue Non RTB	OurEverydayEarth.com	syfy.com
Comicvine.com	OurSouthernHomeSC.com	syracuse.com
CommercialAppeal.com	OurStage.com	tag.admeld.com; ask.com
Community Newspaper Holdings	Ourfamilyworld.com	tagged.com
Compare99.com	Outdoorreview.com	talkaboutmarriage.com
CompareAway.com	Outside.in	tangomedia.
CompareAway.com, Greeting-Cards.	OverClock.net	taringa.net
Competitor.com	Overclock.net	tbo.com
Compuserve Revenue Non RTB	Overstock.com	techbrowsing.com
Compuserve.com	OverthinkingIt.com	techdailynews.net

## Advertising.com Site List

ComputingOnDemand.com	OxfordDictionaries.com	technewsdaily.com
CondoTv.com	Oyez.org	teennick.com
Conduit.com	Oyster.com	tehparadox.com
Conforums.com	Oztralia.TV	telequebec.tv
ConsumerAffairs.com	Ozus Media - Gaming and	temptalia.com
Consumerqueen.com	Ozusmedia.Com	tenmanga.com
ContactMusic.com	P-pokemon.com	tennisdigital.com
ContentOMania.com	PCH.com	terra.com
ControlConsoleIus.com	PCHGames.com	teteamodeler.com
ConvertMeMp3.com	PCHLotto.com	tetrisonline.com
Convertunits.com	PCHSlots.com	the-ozone.net
CookCountyAssessor.com	PCHLotto.com	thecelebritycafe.com
Cookcountyrecord.com	PCMag.com	thedailybeast.com
Cooking.com	PCOnline.com.cn	thedailybeast.com Tier 1
CookingLight.com	PHPNuke.org	thedailytruffle.com
Cooks.com	PHYSORG.COM	thedailywh.at/,http://geeks.thedailywh.
CoolMath.com	PJMedia.com	theentertainingelf.com
CoolMensHair.com	PPC	thefashionisto.com
CoolRom.com	PROBOARDS.COM	thefuntimesguide.com
CoolSavings.com	PSDisasters.com	thegreenhead.com
Coolappsman.com	PSPGameCrazy.com; NDS-Scene.net	themediatruster.com;wowwiki.com;tag.
Coollest-Birthday-Cakes.com	PSYCHOLOGYTODAY.COM	themystified.com
Coollest-Homemade-Costumes.com	PSoug.org	thenewcivilrightsmovement.com
Coolfunnyquotes.com	PWInsider.com	thepoint.usatoday.com
CopeAndPopcorn.eu	PXSPOT.com	thesaurus.com
Core77.com	PXT-Games.com	thesuperficial.com
CoreCpm.com	PagingSuperMom.com	thetimes-tribune.com
Cornell.edu	PajamasMedia.com	thisrichlife.com
CortesTravel.com	Pajiba.com	tigerdroppings.com
Cosmo.com	PakistanWay.com	tigernet.com
Cosmopolitan.com	Pandora.com	timesleader.com
CougarBoard.com	PangeaMedia.com	timesunion.com
CougarFan.com	PaperCamp.com	titantv.com
CountryLiving.com	Parade.com	tivocommunity.com
CountryMusicOnTour.com;	ParadiseInTheWorld.com	tlc.discovery.com
CountryTabs.com; TotalTabs.com	ParentMediaInc.com	tomshardware.com;tomsguide.com;
Countrytabs.com	ParentSociety.com	topdocumentaryfilms.com
Countryweekly.com	Parenting.com	topgear.com
Coupish.com	Parentrelief.com	topix.com
CouponDad.net	ParentsAsk	topnewstoday.org
CouponDad.net;	Partment.Cazoodle.com	toponday.com
CouponDealsDaily.com	Partygamecentral.com	topusnewssite.com
CouponFisher.com	Passionforsavings.com	total.tv
CouponTec.com	Passiveaggressivenotes.com	totalhair.net;hairpedia.com
Coupongeek.net	PastryShoesCollection.com	totaltv.com
CouponingToDisney.com	Patch	toysrus.com
CouponingWithBoys.com	Pathba.com	travelandleisure.com
Couponingfor4.net	Patheos.com	travelchannel.com
Couponingforfreebies.com	PatientConversation.com	travelfreak.com

## Advertising.com Site List

Coupons-grabber.com	PatsFans.com	travora.com
Coupons.com	Paw-Talk.net	trekhound.com
CouponsForCharity.net	PawNation Revenue Non RTB	trulia.com
CouponsForYourFamily.com	PayScale.com	tv-links.eu
Couponslocal.net	Pch.com	tvland.com
CoutureCandy.com	Pchgames.com	twcc.com
Covers.com	Pchlotto.com	twifans.com
Covertimeline.com	Pchslots.com	tylted.com
Cox.net	Pcstats.com	uReach.com
Cozi.com	Pctechbytes.com	unfinishedman.com
Cracked.com	Pdadb.net	univision.com
CraftFail.com	PedigreeDatabase.com	unixmanga.com
CraftGawker.com	PekeGifs.com	usanetwork.com
Craftster.org	PeninsulaClarion.com	usatoday.com
Crave Online Network	PennLive.com	usbuildingdigest.com
Crave Online RON	PenniesOnAPlatter.com	usbuidingdigest.com
Craveonline - Filmschoolrejects.com	PennsWoods.net	usmagazine.com
Craveonline - Sneakerfiles.com	Pennypinchinmom.com	utahrealestate.com
CraziestGadgets.com	Pennysaverusa.com	vancouver.sun.com
CrazyEngineers.com	People Media Sites -	varietylatino.com
Creafi Online Media	People Media Sites -	veetle.com
CreateAForum.com	People.com	veevr.com
CreatingMotherhood.com	People.com; PeopleStyleWatch.com	vehix.com
CreativeUncut.com	PeopleEnEspanol.com	verticalscope.com
Creativethemesdesign.com	PeopleFinders.com	vh1.com
Creators.com	PeopleIWantToPunchInTheThroat.com	vice.com
CreatureComfortsBlog.com	Peoplefinders.com	vrbo.com
Cred.fm	Peoplemedia.com	vtele.ca
CricInfo.com	Pep.ph	wall.alphacoders.com
Cricbuzz.com	PerezHilton.com	walmart.com
Cricket.com.pk	PerfectMatch.com	washingtonexaminer.com
CricketWorldCup.com	PerfectWorld.com	wbtv.com
CriminalSearches.com;	PersonalityCafe.com	weather.com
CriticalPast.com	Personalitycafe.com	weatherbug.com
CrooksAndLiars.com	PetFinder Tier 2	weeworld.com
Crooksandliars.com	PetFinder.com	weightlosstips101.com
Crowdynews.com	PetGuideNetwork.com	wgt.com
CruiseCritic.com	PetLifeRadio.com	wgt.com; themediatrust.com, baseball.
CrunchyRoll.com	PetWebsite.com	whitepages.com
Cruzine.com	PetaPixel.com	wikia.com
Crye-Lieke.com	Petsjump, Awesomemom,	wikia.com, Ffxiclopedia.org
Cryptomundo.com	Phandroid.com	wikia.com, Wowwiki.com
Csharpdotnetfreak.blogspot.com	PhilliesNation.com	wikia.com; planetminecraft.com;
Culinary.net	Philly.com	wildtangent.com
CultOfMac.com	Philly.com/Homepage	womansday.com
CultofMedia.com	PhillyBurbs.com	womenshealthbase.com
Cultofmedia.com	PhillySportsCentral.com	wordplays.com
Cumulus.com	PhoneArena.com	wowwiki.com; tag.admeld.com; atdmt.
CupidsPulse.com	PhoneNews.com	wt.pogo.com

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CuriousRead.com	Photoblip.com	www.1049thebeat.com
Current.com	Photobucket.com	www.123greetings.com
Curse.com	Photographyreview.com	www.1800oncologist.com
Cute-Pictures.blogspot.com	PhotosMe.com	www.1800therapist.com
CuteBop.com	Photoshoproadmap.com	www.24Wired.TV.com
CuteGirlsHairStyles.com	Picsearch.com	www.24hacrepair.com
Cutearoo.com	Picture2Life.com	www.24happliancerepair.com
Cutebop.com	Picxure.com	www.24helectrician.com
Cutegirlshairstyles.com	Pigeons.biz	www.24hplumber.com
Cutest-Baby-Shower-Ideas.com	PinCookie.com	www.33universal.com
CutestPaw.com	PinayCookingCorner.com	www.911tabs.com
Cwgmagazine.com	Pinger.com	www.AIDia.com
CyberAirlines.net	Pingg.com	www.AllGame.com
CyberEssays.com	Pinkooo.com	www.AmericanPregnancy.org
CyberGamer.org	Pinkvilla.com	www.AndroidPolice.com
CyberMonday2011.com	Pintershare.com	www.AnimeFreak.tv
CyberMonday2013.com	Pirate4x4.com	www.Apartments.com
CyberRentals.com	Pixdaus.com	www.BeautyWorldNews.com
CycleTrader.com	Pizap.com	www.BeyondBlackWhite.com
CycleWorld.com	Placebuzz.com	www.BlackSnob.com
CyclingForums.com	Placesandlocals.com, Tripexplorers.	www.BlackSportsOnline.com
D3db.com	Planetcube.site.nfoservers.com	www.BlinkFeedTESTtag.com
DEMANDMEDIA.COM	Planetminecraft	www.CBSSports.com
DEVIANTART.COM	PlayAdMedia Aggregated urls upong	www.CBSTelevision.com
DIYChef.com	PlayAllDay.com	www.CPXinteractive.com
DIYFashion.com	PlayAllDay.com; AllTheLevels.com;	www.CafeMom.com
DIYNetwork.com	PlayDate.com	www.CheatCodes.com
DNArmory.com	PlayGames.bz	www.Cheezbuger.com
DNRonline.com	PlayHub.com	www.Cityville.com
DOCTOROZ.COM	PlayList.com	www.Clapfoot.com
DPreview.com	PlayPink.com	www.DIYFood.com
DRF.com	Playlist.com	www.DailyHerald.com
DaFont.com	Playmyflash.com	www.DesignNTrend.com
DaLeak.com	Playmyflash.com/CA	www.DeviantArt.com
DaemonsMovies.com	PlentyOfFish.com	www.DotTech.org
DaemonsTV.com	Plentyoffish.com	www.EA.com
Daenotes.com	Plotip.com	www.EllenTV.com
Daily Finance - Money & Finance -	Plunder Media	www.Examiner.com
Daily Finance-WSS	Pocketyourdollars.com	www.ExperienceProject.com
Daily-Spots.com	PoemHunter.com	www.Facebook.com/TheVille.com
Daily-spots.com	Poemhunter.com	www.FashionNStyle.com
Daily.bhaskar.com	PoetryAmerica.com	www.FashionTimes.com
DailyCaller.com	Pogo.com	www.FilmTrailers.net
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DailyFill.com	Points2Shop.com	www.FutureAds.com
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DailyGalaxy.com	Pokedream.com	www.Gayot.com

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DailyHerald.com; IL-Foreclosure.com,	Politicallore.com	www.GuestOfAGuest.com
DailyIphoneBlog.com	Politico iPad App	www.GuidingTech.com
DailyKos.com	Politico.com	www.HerCampus.com
DailyLocal.com	Politics Daily Revenue Non RTB	www.Hgdiy.com
DailyMail.Co.Uk	Politifact.com	www.HomeAway.ca
DailyMail.co.uk	PollSpeak.com	www.Homes.com
DailyMotion.com	Pong	www.I4U.com
DailyMotion.com Capped	Pong.com	www.Inforum.com
DailyRX	PongCom.Media-Toolbar.com	www.InspiredTaste.net
DailyRX.com	PoolTracker.com	www.InternetBrands.com
DailyRx.com	Poolhost.com	www.KY3.com
DailyStab.com	Pooltracker.com	www.LDSSingles.com
DailyStoke.com	PoorlyDrawnLines.com	www.Localsear.ch
DailyTribune.com; us2.widget.	PopCrush.com	www.MamasLatinas
Dailycurrent.com	PopCurious.com	www.MaxPreps.com
Dailycute.net	PopSugar.com	www.McClatchy.com
Dailyfreshies.com	PopTower.com	www.Merriam-Webster.com/
Dailygalaxy.com	PopURLs.com	www.MobileDeluxe.com
Dailyhealthpost.com	PopUpCity.com	www.MyFoxLocalDFW.com
Dailymail.co.uk	Popconfidential.Zap2it.com	www.Neowin.net
Dailymakeover.com	Popconfidential.Zap2it.com Tier 2	www.OpposingViews.com
Dailystrength.org	Popconfidential.Zap2it.com Tier 3	www.ParkRecord.com,
Daleak.com	Popcrunch.com	www.Puzzle-My-Mind.com
DallasNews.com	Popculturemadness.com	www.RedAlertPolitics.com
Damego.com	Popminute.com	www.Relaxmelodies.com
DamnDelicious.net	Popoq.com	www.RentalHomesPlus.com
DancingAstronaut	PopularCritic.com	www.ReptideMedia.com
DancingAstronaut.com	PopularMechanics.com	www.RockYou.com
DanielaTamayo.com	PopularScreenSavers.com	www.SAYMedia.com
Dappered.com	Popularscreensavers.com	www.SBNation.com
DarkRoastedbBlend.com	PositiveQuotes.org	www.Salon.com
DateHookUp.com	Post-Gazette.com	www.ShareWareOnSale.com
DateHookUp.com Capped	Post-gazette.com	www.SheKnows.com
DateHookUp.com Tier 1	PostAndCourier.com	www.SideReel.com
DateHookUp.com Tier 2	PostdocATGC.com	www.Slacker.com
Datehookup.com	PottstownMercury.com; pottsmmerc.	www.SlickDeals.net
DatzHott.com	Pouch.com	www.SmacChat.com
DavesGarden	PowerAdz.com	www.SoundHound.com
Daydreamkitchen.com	PowerLineBlog.com	www.StyleCaster.com
Daylife.com	PowerOneMedia.com	www.StyleCoalition.com
Daytimeconfidential.Zap2it.com	PrankDial	www.TMSOFT.com/Games
Daytimeconfidential.Zap2it.com Tier 2	PrankDial.com	www.TV.com
Daytimeconfidential.Zap2it.com Tier 3	Prankies.com	www.TalkingPointsMemo.com
DazeInfo.com	PrePaidPhoneNews.com	www.TapTheFrog.com
DealNews.com	Predictem.com	www.TheDailyMeal.com
DealRant.com	Pregnancy-Info.net	www.TheHindu.com
DealWiseMommy.net	Pregnancygirl.com	www.TheWireCutter.com

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DealsForMommy.com	Pregnany.org	www.WetPaint.com
Dealsonwheels.com	PremierLeague.com	www.WhitePages.com
Deanmediagroup.com	Premiere Big 3 TV News Network Site	www.WhoWhatWear.com
DearBlankPleaseBlank.com	Prensalibre.com	www.XDA-Developers.com
Dearblankpleaseblank.Com	Preownedweddingdresses.com	www.Zimbio.com, www.StyleBistro.
Dearblankpleaseblank.Comind	PrepReview.com	www.abc.com
Dearblankpleaseblank.com	Prepaid-Wireless-Guide.com	www.about.com
DebbyRyan.net	PrepaidPhoneNews.com	www.about.com/espanol/
Deca,tv	Prepreview.com	www.accuweather.com
DeepGlamour.net	PrescriptionDrug-info.com	www.active.com
Deepwaveanalytics.com	PressHerald.com	www.ad.net
DelcoTimes.com	Pretzelcharts.com	www.adbrid.com
Deliciousfit.com	Prevention.com	www.adconductor.com
DelphiForums.com	PriceGrabber	www.addictinggames.com
Demand Media	PriceGrabber Network of Shopping	www.adkarma.com
Demand Media - eHow.com	PriceLine.com	www.adknowledge.com
Demandmedia.com	Pricegrabber.com	www.admarvel.com
DemocraticUnderground.com	PrimaryGames.com	www.adtegrity.com
DenimBlog.com	PrimeLocation.com; FindAProperty.	www.advance.net
DeniseFinelli.com	Princesspinkygirl.com	www.advanceinternet.com
Departmentofgoods.com	Prisa Spanish Media	www.advertise.com
DeseretNews.com	Prisa.com	www.advertstream.com
Deseretnews.com	Prizezombie.com	www.aetv.com
Desertusa.Com	Prizezombie.net	www.africa.com
Desertusa.com	ProFSL.com	www.ag.com
Desi-tashan.com	ProFootballZone.com	www.airkast.com
DesiClub.com	ProPublica.org	www.al.com
DesiTVForum.net	ProSportsDaily.com	www.allmovie.com
DesiTVForum.net; Upbulk.com	ProWrestlingScoops.com;	www.allmusic.com
Desiclub.com	Proboard.com	www.allnaturaldaily.com
Design-moderne.com	ProductAuthority.Blogspot.com	www.alloy.com
Design3Edge.com	ProfileKiss.com	www.allrecipes.com
Design3edge.com	Profootballrumors.com	www.alternet.org
DesignModo.com	Profootballzone.com	www.altitudedigitalpartners.com
DesignSponge.com	ProgrammingSimplified.com	www.amctheatres.com
DesktopWallpaperHD.com	ProjectCasting.com	www.america.aljazeera.com
Detroit Free Press Homepage	ProjectInspired.com	www.americanprofile.com
Detroit News Homepage	ProjectJenny.Tumblr.com	www.americanspectator.com
DetroitFreePress.com	Promediablog.com	www.anchorfree.com
DetroitNews.com	Prominent Newspaper Site	www.anchorfree.us
DeviantART.com	Promocodes2012.com	www.aol.com
DeviantArt.com	Propeller Revenue Non RTB	www.aol.nexttag.com
Devicemag.com	Propeller.com	www.apartmentfinder.com
DexKnows.com	Propertypond.com	www.apartmentguide.com
DiaalNews.com	Provideodownloader.com	www.appbank.com
DiabeticGourmet.com	Psoug.org	www.appleinsider.com
Diariocorreo.pe	PspCustomFirmware.com	www.apps.facebook.
Dictionary	Pspgamecrazy.com	www.appssavvy.com

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Dictionary.com	Psu.com	www.armstrongmywire.com
Dictionary.com; Thesaurus.com;	PsychoFact.com	www.articletrunk.com
DieselStation.com	PubUtopia.com	www.articletrunk.com/rev2
DiggyGames.com	Pubhelix.com	www.artofmanliness.com
Digital First Media- Aggregated URLs-	Publicbookshelf.com	www.ask.com
DigitalChocolate.com	Publimetro.com.mx	www.askmen.com
DigitalDripped.com	Pubmatic CBS Local CT	www.autotrader.com
DigitalHomeThoughts.com	Pubmatic RTB	www.autotraderclassics.com
DigitalSpy.com; DigitalSpy.co.uk	Pubmatic RTB AccuWeather.com	www.babiesrus.com
DigitalSpy.com; DigitalSpy.co.uk;	Pubmatic RTB Curse.com Third Floor	www.babyandbump.com
Digitaltrends.com	Pubmatic RTB Kijiji.com	www.babycenter.com
Digsby.com	Pubmatic RTB eBay VIP	www.babyfit.com
Dilbert.com	Pubmatic Zynga	www.backcountry.com
DimeWars.com	Pundicity.com	www.bankrate.com
DinarGuru.com	PunjabiPortal.com	www.bayareanewsgroup.com
DineSite.com	PupStyle.com	www.bazaarvoice.com
Dipity.com	PuppyDogWeb.com	www.bbwpersonalsplus.com
Diply.com	PuppyFinder.com	www.bdcwire.com
Directories Resources	PurePlay.com	www.bedandbreakfast.com
DirectorsLive.com	PureVideo Network - GrindTV.com	www.bejeweledHD.com
Directorslive.com Capped	PureVideo Network - StupidVideos.	www.beliefnet.com
Directorslive.com Uncapped	PurelyPorsche.com	www.belo.com
DirtTrackDigest.com	PushBackPolitics.org	www.bestcarbuyersguide.com
Disaster-report.com	Puzzledhearts.com	www.bet.com
Discogs.com	Pwmania.com	www.beta.boston.com
Discojams.com	Pxleyes.com; PhotoShopLady.com	www.bettermedicine.com
Discountmore.com	PynkCelebrity.com; SocialPynk.com	www.betterrecipes.com
Discovery.com	Pynkcelebrity.com	www.bgr.com
Discovery.com;HowStuffWorks.com;	Q101.com	www.bhg.com
DiscoveryEducation.com	QRPlay.com	www.billboard.com
DiscussFitness.com	QRZ.com	www.biography.com
Disinfo.com	Qrplay.Com	www.bizjournals.com
Disney - Facebook App - Avengers	Qrplay.com	www.blacksingles.com
Disney - Facebook App - Blackwood	Quadrant One	www.bleacherreport.com
Disney - Facebook App - Botkin's	QuadrantOne.com	www.blend.com
Disney - Facebook App - City of	Quebec.huffingtonpost.ca	www.blogger.com
Disney - Facebook App - Gardens of	Queendom.com	www.blogger.com/sensitive
Disney - Facebook App - Ghosts of	Questia.com	www.blogtalkradio.com
Disney - Facebook App - Gnome Town	QuickAndSimple.com	www.bnqt.com
Disney - Facebook App - Mobsters 2	QuickHit.com	www.boatingmag.om
Disney - Facebook App - Poker Palace	QuickMensGuide.com	www.boats.com
Disney - Facebook App - Sorority Life	QuickTrip.com	www.boattrader.com
Disney - Facebook App - Wild Ones	Quickmensguide	www.bonniercorp.com
Disney Facebook App - Ghosts of	Quickmensguide.com	www.boston.com
Disney Facebook App - Threats of	Quickrewards.Net	www.bostonglobe.com
Disney Facebook App - Triple Town	Quickrewards.net	www.bostonherald.com
Disney Facebook App - Armies of	Quiltingboard.com	www.bradsdeals.com
Disney Facebook App - Avengers	Quizazz.com	www.brainyquote.com
Disney Facebook App - Blackwood and	Quizilla.com	www.breakfastdailynews.com

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Disney Facebook App - City of Wonder	Quizilla.com Capped	www.broadcastinteractive.com
Disney Facebook App - Disney Animal	Quizmoz.com	www.broadcastinteractivemedia.com
Disney Facebook App - Full Bloom	QuotationsPage.com	www.browneyedbaker.com
Disney Facebook App - Gardens of	QuoteLand.com	www.buddytv.com
Disney Facebook App - Gnome Town	Quoteland.com	www.buffalonews.com
Disney Facebook App - Hidden Cove	Quotesandpoem.Com	www.burstly.com
Disney Facebook App - Mobsters 2	RCGroups.com	www.burstmedia.com
Disney Facebook App - Poker Palace	RCN.TV	www.businessfriend.com
Disney Facebook App - Sorority Life	RCORDER.COMRecorder.com	www.businessinsider.com
Disney Facebook App - Wild Ones	RCP.TV	www.buzz-media.com
Disney Facebook Apps	READERSDIGEST.COM	www.buzzdock.com
Disney Playdom	REAL.COM* - RealArcade.com	www.cafemom.com
Disney Playdom - Animal Kingdom	REALAGE.COM	www.cafeworld.com
Disney Playdom - Armies of Magic	RGM Alliance Business Network	www.capitalny.com
Disney Playdom - Avengers	RINF.com	www.carbuzz.com
Disney Playdom - Avengers Alliance	RJLSoftware.com	www.care2.com
Disney Playdom - Blackwood and Bell	ROFLRifle.com	www.care2.com/
Disney Playdom - Gnome Town	ROIWorld.com	www.careerbuilder.com
Disney Playdom - Poker Palace	ROOMIOTV.COM	www.cbs.com
Disney Playdom - Threads of Mystery	RR.com; News14.com	www.cbslocal.com
DisneyDreaming.com	RR.com; YNN.com	www.cbsnews.com
Disneydreaming.com	RTE.com	www.chacha.com
Disneyinfonet.com	RTE.ie	www.chainlove.com
Disnology.com	RXWIKI.com	www.charlotteobserver.com
Dispatch.com	RXWiki	www.charter.com
DissertationsGratuites.com	RXWiki.com	www.cheatsguru.com
Divergentfans.com	RXWiki.com; DailyRX.com	www.cheezburger.com
DiversityNewsMagazine.com	Raag.fm	www.chezmaya.com
Divyabhaskar.co.in	Raaga.com	www.chickensoup.com
DixieStreams.com	RacerXOnline.com	www.chow.com
DiyFashion.com	Racereport.com	www.christianmingle.com
DiyFashion.com,	Raceronline.com	www.christianpost.com
Diyfashion.com	RachaelRayMag.com	www.christiansciencemonitor.com
Dizzed.com	RacingJunk.com	www.christiansingles.com
DocStoc	RadarOnline.com	www.chron.com
DocumentaryHeaven.com	Radio Revenue Non RTB	www.cinoche.com
DogChannel.com	Radio.com	www.citygrid.com
Dogster.com	RadioBucket.com	www.citysearch.com
Dolans.com	RadiIO.com	www.classmates.com
DollarDays.com	Radiolo.com	www.cleveland.com
DollarDays2.com	RadioLoyalty.com	www.click2houston.com
DollarStoreCrafts.com	RadioPlanet.tv	www.cnet.com
DollarStoreMom.com	RadioPlanet.tv; CentralNervous.net	www.cnhi.com
Dollardays.com	Radioio.com	www.collegemedianetwork.com
Domain.com.au	Radioloyalty.Com	www.collider.com
Domerdomain.com	Radioloyalty.com	www.comicvine.com
Donbleek.com	Ragnarok-guide.com	www.complexmedia.com
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Dottech.org	RantSports	www.cracked.com
Doubeclck.net	RantSports.com	www.crackle.com
DoubleClick RTB	Rantgaming.com	www.craigslist.org
DoubleClick.com	Rantpolitical.com	www.cram.com
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DownloadSquad.com	RapBreak.com	www.cruisingworld.com
DrGourmet.com	Rapbreak.com	www.csmonitor.com
Dramafever	RaptureInTheAirNow.com	www.cuisineaz.com
DrawSomethingCheats.com	Raremediapartners.com	www.cvs.com
DrawaStickMan.com	RasaMalayasia.com	www.cyberrentals.com
DreamClassified.com	RasaMalaysia.com	www.cycletrader.com
DreamForth.com	RateMDs.com	www.dailyfinance.com
DreamHoroscope.com	RateMyProfessors.com	www.dailyhoroscope.com
DreamKitty.com	RateMyProfessors.com Capped	www.dailymail.co.uk
DreamViews.com	RateMyTeachers.com	www.dailymail.co.ukv
DressAndPlay.com	Rated90.com	www.dailymotion.com
Drf.com	Ratelasvegas.com	www.dailyparent.com
Drinksite.com	Ratemds.com	www.dailyrx.com
Droid-Gurus.com	Rateyourmusic.com	www.datehookup.com
DroidViews.com	RaviSaive.in	www.deca.tv
Dropdeadgorgeousdaily.com	RawStory.com	www.decoz.com
DrownedInSound.com	Rawstory.com	www.demandmedia.com
DrudgeReport.com	RayComMedia.com	www.denverpost.com
Drudgereport.com	Raycom Media	www.destinationweddingmag.com
Drug-Addiction-Support.org	RaycomMedia.com	www.detnews.com
Dt.com	Rayli.ccm.cn	www.deviantart.com
Dubuque Telegraph Herald	RcTech.net	www.dexknows.com
DuckHooked.com	RcUniverse.com	www.diabeticliving.com
DuffelBlog.com	Rcn.tv	www.diabeticlivingonline.com
DulceCandy.com	ReachNYC.com	www.dice.com
DuluthNewsTribune.com	Read.homeunix.com	www.dictionary.com
DungeonBlitz Facebook app	ReadersDigest.com	www.digitalfirstmedia.com
DungeonBlitz.com	Readingeagle.com	www.digitaltrends.com
Dungeonrampage.com	Real Estate Revenue Non RTB	www.digitaltrends.comt
DvdTalk.com	RealBeauty.com	www.disney.com
DvrPlayground.com	RealCavsFans.com	www.diversitybestpractices.com
Dynamist.com	RealClearPolitics.com	www.divinecaroline.com
E-Chords.com	RealClearSports.com	www.diynetwork.com
E-VIRAL.COM	RealEstateBook.com	www.docstoc.com/
EA - Facebook Battleship Airstrikes	RealFlix.com	www.doctoroz.com
EA - Facebook Word Smack	RealGM.com	www.doodlejump.com
EA - Facebook Yahtzee	RealGames.com;	www.download.com
EA UrTurn - Word Smack	Realflixmedia.Net	www.drudge.com
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EARTHSKY.ORG	RealityRewind.com	www.drugs.com

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EBay.com	RealtyTrac.com	www.earthlink.com
EBuddy.com	Reason.com	www.earthlink.net
ECastCorp.com	Recipe4Living.com	www.eatingwell.com
EHealthMe.com	RecipeMatcher.com	www.ebay.com
EHow.com	RecipeNewz.com	www.ebayclassifieds.com/VIP
EMercedesBenz.com	RecipeTips.com	www.ebayclassifieds.com/homepage
ENTREPRENEUR.COM	RecipeVideoz	www.ebayclassifieds.
ENotes.com	RecipeVideoz.com	www.education.com
EOnline.com	Recipenewz.com	www.egotvonline.com
EOnline.com; mystyle.com	Recorder.com	www.egreetings.com
EOpinion.TV	Recruiter.com	www.ehow.com
EOpinion.tv	RecycledBride.com	www.elitedaily.com
EPMG.com	Recycler.com	www.empg.com
EPochTimes.com	RedAndNater.com	www.employmentguide.com
ERegulations.com	RedTag.ca	www.entertainow.com
ESPN.com	Redbook.com	www.entrepreneur.com
ESPNcricInfo.com	Redford Media	www.es.thefreedictionary.com
ESeniorClub.net	Redford Media - Buzzdock	www.espace-m.ca
EW.com	Rediff.com	www.espressogossip.com
EXPERIENCEPROJECT.COM	RedmondPie.com	www.esquire.com
EZSchool.com	ReduxMedia.com	www.essence.com
EZVID.COM	Reelz.com	www.ethniconlinenetwork.com
EZVid.com	RefDesk.com	www.etonline.com
Eagle Publishing Group	Refdesk.com	www.eventful.com
EagleTribune.com	Reference.com	www.eviesays.com
Eahoy.com	Refinery29.com	www.evite.com
EarthLink.net	RegionalHelpWanted.com	www.ew.com
EarthSky.org	RegisterCitizen.com	www.examiner.com
Earthlink.net	ReligionFacts.com	www.facebook.com/Zynga
Earthlink.net - PeoplePC.com	Relish	www.fairytaletwist.com
Earthsky.org	Relish.com	www.familycircle.com
EastKentuckyMugshots.com	RemodelAholi.com	www.famousbirthdays.com
EastOfTheWeb.com	Remodelaholic.com	www.fantasypros.com
EastSideBoxing.com	RentChicago.com; Quoteland.com	www.fark.com
EastTennesseeMugshots.com	RentalHomePlus.com	www.farmville.com
EasyBabyLife.com	RentalHomesPlus.com	www.fastweb.com
EasyBib.com	RentalHouses.com	www.fishwrapper.com
Easyautosales.com	Rentals.com	www.fitbie.com
Easybib.com	Rentals.com Tier 1	www.fitnessconnoisseur.com
Easyroommate.com	Rentals.com; RentalHouses.com;	www.fitnessmagazine.com
EatGood4Life.com	Rentjungle.com	www.fixya.com
EatStayDrink.com	Rep-Am.com	www.flightclub.com
Eatdrinkandsleepfootball.com	ReptileForums.co.uk	www.flixster.com
Eater.com	Rescreatu.com	www.floridatravellife.com
EatingWell.com	Restaurant.com	www.flotrack.org
Eatstaydrink.com	Restaurant.com Capped	www.flowrestling.org
Ebay.co.uk	Restaurant.com Uncapped	www.flyfishinsalt.com

## Advertising.com Site List

Ebay.com	Restaurantbookingguide.com	www.flyingmag.com
Ebuddy.com	Resume-Resource.com	www.food.com
Ebusinessdiary.com	Retrevo.com	www.foodnetwork.com
EconomicTimes.com	RevenueMantra.com	www.foodrepublic.com
Ecouterre	Revenuemanttra.com	www.fool.com
Ecouterre.com	Reversi Free HD	www.forbes.com
EditaraFotos.org	Rhapsody.com	www.forrent.com
Education.com	RhymesWithSnitch.com	www.forumcomm.com
EducationAmerica.net;	Richbutbroke.com	www.fox.com
Edupics.com	Rick.com	www.foxdeportes.com
EggLand.com	Rickey.org	www.foxnews.com
Egglad.com	Ricochet.com	www.freedictionary.ca
Ehextra.com	Rifthead.com	www.freegametopia.com
Ehow.com	RightCelebrity.com	www.freep.com
El-mexicano.com.mx	RightDiagnosis.com	www.freshhealthdaily.com
ElPais.com	RightHealth.com	www.frontdoor.com
ElUniversal.com	RightPundits.com	www.frontpage.pch.com
Electriccloth.com	RightTrigger.com	www.gadzoo.com
Electrocutado.com	Rightsidenews.com	www.gaiaonline.com
Electronista.com	RihannaDaily.com	www.gamefaqs.com
ElfOnTheShelfIdeas.com	RingEnvy.com	www.gamespot.com
Elfster.com	RingSideNews.com	www.gamesville.com
EliteChoice.org	RiverheadNewsReview.TimesReview.	www.gametrailers.com
EliteDaily.com	Riverreporter.com	www.gannett.com
Elitechoice.org	RoadAndTrack.com	www.gatehousemedia.com
ElitistJerks.com	RoadBikeReview.ca	www.geek.cheezburger.com
Elle.com	RoadBikeReview.com	www.geekosystem.com
Elle.com; Elledecor.com	RoadRunner.com	www.genealogy.com
ElleDecor.com	RoadRunner.com - News	www.giantbomb.com
Eluniversal.com	RoadRunner.com - Shopping	www.gifts.com
Emedical-help.com	RoadRunner.com - Sports	www.glassdoor.com
Emol.org	Roadbikereview.com	www.gmanews.tv
EmploymentGuide.com;	Roadtripamerica.com	www.goal.com
EmpowHER.com	Roanoke.com	www.goalline.ca
EmuParadise.me	Robaid.com	www.gogoanime.com
EnElBrasero.com	Roblox.com	www.gorillanation.com
EnFlick.com	RoboCommunity.com	www.gossipcop.com
EnchantedLearning.com	RobessedPattinson.com	www.gpxplus.net
Enchulatuflog.com	Rock-climbing-for-life.com	www.graphitedesign.com
Encyclopedia Britannica	Rodale	www.grcoeryserver.com
Encyclopedia.com	Rodale.com	www.greatergood.com
Enewsi.com	RogueMovieNetwork.com	www.greatschools.org
Enflick.com	RollingStone.com	www.grooveshark.com
Engadget Revenue Non RTB	Roopstigo.com	www.gsn.com
Enliamar.net	RoostWeb.com	www.guardian.co.uk
Enotes.com	RotoWire.com	www.guardiannews.com
Entertainment	RotoWorld.com	www.guitaretab.com
Entertainment Site	Rotoworld.com	www.guitartabs.cc
Entertainment Sites	RottenTomatoes.com	www.hark.com

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Entertainment TV Site	Rovi Corporation - AllRovi.com	www.health.com
Entertainment Tablet	Roxanashomebaking.com	www.healthgrades.com
Entertainment-Lobby.BlogSpot.com	Rubicon - X17Online.com	www.healthguru.com
EntertainmentBeacon.com	Rubicon Alloy Capped	www.healthline.com
Entertainmentwise.com	Rubicon Project - Gaming	www.hearst.com
Entertonement.com	Rubicon Project - Wikio.com	www.hearsttelevision.com
Entertonement.com, hark.com	Rubicon RTB	www.heavy.com
Enticent.com	Rubicon/Axel Springer USPS	www.heywire.com
Entrepreneur.com	Rumorfix.com	www.hgtv.com
EnvironmentalChemistry.com	RuneScape.Salmoneus.net	www.hi-media.com
EnvironmentalGraffiti.com	RuneScape.com	www.hiddenobjects.playdom.
Environmentalchemistry.Com	RuneScape.com; RunescapeHQ.net	www.highbeam.com
Eons.com	Runescape.com Grand Exchange	www.highfashionmagazine.com
EpDrama.com	RunnersWorld.com	www.history.com
Epdrama.com	RusticWeddingChic.com	www.hockeybuzz.com
EpicSki	SAY Media	www.hockeysfuture.com
EpicSki.com	SBNation	www.hollyscoop.com
EpoDunk	SBNation.com	www.hollywood.com
Epodunk.com	SBRForum.com	www.hollywoodlife.com
Es.TheFreeDictionary.com	SC2rankings.com	www.homeaway.com
EscapeGames24.com	SF.FunCheap.com	www.homes.com
Escapewizard.com	SFExaminer.com	www.homesessive.com
Espn963.com	SFGate.com	www.hometechproducts.com
EsqSoft.com	SGStudios.com	www.horoscope.com
Esquire.com	SI.com	www.housebeautiful.com
Essai-Auto.com	SIDEREEL.COM	www.howstuffworks.com
Essence.com	SILive.com	www.howtogeek.com
Ethiopianreview.com	SING365.COM	www.hubpages.com
Europe1.fr.com	SISTERCLAIRE.COMAggregated	www.huffingtonpost.ca
Eurweb.com	SLACKER.COM	www.huffingtonpost.com
Eventful.com	SLTrib.com	www.iFunny.com
Eventphotographyofmaine.Com	SLTrib.com; utahsright.com	www.ign.com
EveryDayHealth.com	SMH.com.au	www.iii-interactive.com
Everydayhealth.ca	SNY.TV	www.ijreview.com
Everydayhealth.com	STEREOTUDE.COM	www.imageshack.com
Everyone.net Network	STLToday.com	www.imdb.com
Eviesays.com	STREETFIRE.NET	www.imediaaudiences.com
Evil-inc.com	SUITELINQ.COM	www.imvu.com
Evilchili.com	SWAForum.com	www.inergize.com
Evite.com	Saanj.net	www.insiderpages.com
Evolvemediacorp.com	Saavn.com	www.intergi.com
Ew.com	SacramentoStreet.com	www.internetbrands.com
Ewallstreeter.com	SafetyNetAccess.com	www.investopedia.com
ExBoyfriendJewelry.com	Saiyanisland.Com	www.investorplace.com
Examiner	Salary.com	www.islands.com
Examiner.com	SalemNews.com	www.jasez.ca
Excite.com	Salemnews.com	www.jcarter.com
ExoPhase.com	SalisburyPost.com	www.jcartermarketing.com
ExperienceProject	Salon	www.jigsaw.com

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ExploreDance.com	Salon.com	www.jsonline.com
Explosm.net	SaltWaterTides.com	www.jumptv.com
Explosm.net Capped	Saltwater-Index.com	www.juno.com
Expressions Ad Revenue Non RTB	Sandrrose.com Mobile Tag	www.justapinch.com
Extralol.com	SanitySwitch.com	www.justin.tv
ExtremeTech.com	Sanriotown.com	www.kauna.com
Eyesonff.com	SantaBarbaraView.com	www.kayak.com
Eztakes.com	Santafenewmexican.com	www.kiplinger.com
FANIQ	SassyQarla.com	www.kitchendaily.com
FASHIONISING.COM	SatelliteGuys.us	www.kittyflix.com
FBProfileCovers.com	SaturdayDownSouth.com	www.kizi.com
FBSkins.com - Facebook Plugin	SavannahNow.com	www.kmart.com
FBSkins.com, Facebook.com	SavedByLoveCreations.com	www.knittingparadise.com
FBSkins.com; Facebook.com	Saveur.com	www.ksl.com
FDO Chat Ad revenue Non RTB	Savingdollarsandsense.com	www.kvi.com
FEARNET.COM	Savingwithshellie.com	www.laptopmag.com
FINDAGRAVE.COM	SayPeople.com	www.last.fm
FOTPFForums.com	SayeBrookTownCenter.com	www.lee.net
FREDERICKSBURG.COM	Saymedia.com	www.legacy.com
FaDisk.com	Sayrecipes.com	www.lehighvalley.com
FaProxy.com	SbCodez.com	www.lehighvalleylive.com
Faaeo.com	Sbnation.com	www.lenovo.com
FabulousFoods.com	ScaredMonkeys.com; ScaredMonkeys.	www.lhj.com
FabulousFreeda.com	SceneDaily.com	www.lifescrypt.com
FabulousLiving.com	SchoolPassage.com	www.lifestreet.com
Fabzz.com	Schurz.com	www.lightshake.com
Facebook	Science20.com	www.likes.com
Facebook App - 21 Questions	ScienceBlogs.com	www.lin-digital.com
Facebook App - Backgammon	ScienceNews.org	www.livescience.com
Facebook App - Chess	Sciencecodex.com	www.livestrong.com
Facebook App - Chess Live	Scopely.com	www.local.com
Facebook App - Chess Pro	Scopemyfuture.com	www.localsearch.com
Facebook App - Covertimeline	Scout.com	www.localtv.com
Facebook App - Drawmything	ScrabbleCheat.com	www.lolking.com
Facebook App - Family Tree	ScrabbleFinder	www.lonny.com
Facebook App - HelloKittyOnlineApp	ScrabbleFinder.com	www.lycos.com
Facebook App - Lexulous	Scrabblefinder.com	www.lyricsfreak.com
Facebook App - MySocialMeter;	Scrabilizer.com	www.lyricsmode.com
Facebook App - Photo Love	Scrapmetalforum.com	www.m-w.com
Facebook App - Quizazz.com	Scribd.com	www.m.accuweather.com
Facebook App - Rizap.com	Scribol.com	www.m.cafemom.com
Facebook App - RockYou	Scripps.com	www.m.mamaslatinas.com
Facebook App - Scrabble	Search.eclickz.com	www.mail.com
Facebook App - Sharebox-codes	Search4Autos.com	www.mail.lycos.com
Facebook App - Tetris Battle	SearchFreeFonts.com	www.makeuseof.com
Facebook App - Tritowers.com	SearchTheBible.com	www.mamanpourelavie.com
Facebook App -	Sears.com	www.mamaslatinas.com
Facebook App - Wordscraper	SeasonWithSpice.com	www.mangapanda.com
Facebook App - Wordscraper	SeattlePI	www.mangareader.net

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Facebook App & ZTimeline.com	SeattlePI.com	www.map.com
Facebook App-WordRiot.com	SeattlePi.com	www.mapquest.com
Facebook Apps - Games	SeattleTimes.com	www.marblemedia.com
Facebook.Zynga.com	SecaucusNewJersey.org	www.marlinmag.com
Facebook.com	Secondlife.com	www.marthastewart.com
Facebook.com/likagames	Secrant.com	www.marthastewartweddings.com
Facebookstatus123.com	Sectalk.com	www.masslive.com
Facebook App - FaceFetti.com	SeeClickFix.com	www.match.com
Facefetti	SeededAtTheTable.com	www.mediageneral.com
FactPile.com	Seeing-stars.com	www.mediaite.com
Factory Media	SeekingAlpha.com	www.medianewsgroup.com
Failblog.com	Seeksport.com	www.medianewsgroup.com, twincities.
FairyTail.tv	SelectSmart.com	www.mediative.ca
Fairytales.tv	SelenguolaTraba.com	www.meetme.com
Faith.com	SeniorPeopleMeet.com	www.meez.com
Faithfulprovisions.com	Seniorpeoplemeet.com	www.memebase.com
Fake-leather.com	Sensateblogs.com	www.mensfitness.com
FameGame.com	Seoday.com	www.menshealth.com
FameReport.com, Gamertelevision.	Serebii.com	www.menuism.com
FamilyCorner.com	SetList.FM	www.meredith.com
FamilyFriendlyFrugality.com	Setexasrecord.com	www.metroland.com
FamilyLink.com	Seventeen.com	www.metrolyrics.com
FamilyPet.com	Sfnradio.com	www.miamiherald.com
FamilyTime.com	Sfntv.com	www.microsoft.ca
Familylink.com	Sgforums.com	www.midwestliving.com
FanDaily.info	Sgsapps.com; sgstudios-apps.com;	www.milancityguide.com
FanGraphs.com	Shaadi.com	www.milesplit.com
FanPop.com	ShabuGames.com	www.mindware.com
FanSided	Shadowville.com	www.mirror.co.uk
FanSites.com	Shalldnation.com	www.missmustardseed.com
FanTapper.com	Shape.com	www.missoandfriends.com
Fandango.com	ShareTV.org	www.mixcloud.com
FansShare	ShareUpload.net	www.mlb.com
FansShare.com	Sharepic.net	www.mlive.com
Fansided.com	Sharewareonsale.com	www.mmaweekly.com
Fanspeak.com	Sharpologist.com	www.mocean.com
Fantapper.com	SheBudgets.com	www.mocospace.com
FantasyFootballCalculator.com	SheFinds.com	www.modernmom.com
FantasyFootballNerd.com	SheFinds.com; MomFinds.com;	www.momlogic.com
FantasyPros.com	ShelsThat.com	www.monarc.ca
Fantasypros.com	Sheknows.com	www.mondomedia.com
FantasySp.com	ShelterIslandReporter.TimesReview.	www.moneycontrol.com
Fareportal.com	ShelterStudios.net	www.moneyliving.com
Fark.com	Shelterrific.com	www.monster.com
FarmVilleFreak.com	Shemagazines.com	www.mopub.com
Farmville-masters.com	SherDog.com	www.more.com
Farmville2	Shiftgig.com	www.motherforlife.com
Farmvillefamily.com	Shine.com	www.motherjones.com
Farmvillehub.com	ShinyNewWant.com	www.move.com

## Advertising.com Site List

FashCraze.BlogSpot.com	Shmoop.com	www.moviefone.com
FashionCraz.com	Shocaseme.com	www.movietickets.com
FashionFame.com	ShockWave.com	www.mrconservative.com
FashionMagazine.com	Shockwave.com	www.muscleandfitness.com
FashionTribes.typepad.com	Shockwave.com Capped	www.my45.com
FashionWatch.com	ShonyThomas.Blogspot.com	www.mylifetime.com
FashionWeekDaily.com	Shoomp.com	www.mysanantonio.com
Fashionista101.com	Shop-eat-surf.com	www.myspace.com
FastAs123.tv	Shop.wowio.com	www.nafe.com
Fastblastgames.com	Shop2.aol.ca	www.nasdaq.com
Fastcompany.com	ShopFloorTalk.com	www.nationalenquirer.com
FatSecret.com	ShopLocal	www.nbc.com
FayObserver.com	ShopSmart.com	www.neopets.com
Fbookskins.com	Shopathome.com	www.nesn.com
FedTravel.com	Shopping Revenue Non RTB	www.netdoctor.co.uk
Feedage.com	Shorpy	www.netzero.com
FemBuzz.com	Shortcuts Revenue Non RTB	www.newegg.com
FemGuide.com	Shoutcast Revenue Non RTB	www.newsarama.com
Femmezine.com	ShowBiz411.com	www.nexage.com
FertilityAuthority.com	Shpopper.com	www.niketalk.com
FertilityTies.com	ShutUplmTalking.com	www.ninjaclan.com
FestivalOfFilms.com	Sick-Space.com	www.nj.com
Fextralife.com	SideReel	www.nola.com
Fforfree.net	SideReel.com	www.notdoppler.com
FictionPress.com	SideStep.com	www.nrj.fr
FightHype.com	Sigalert.com	www.numerology.com
FightLaunch.com	SignOnSanDiego.com	www.ny1.com
Fighters.com	SignUpGenius.com	www.oanda.com
FilMyChai.com	SiliconFilter.com	www.officemax.com
FileBox.com	SillyCatPictures.blogspot.com	www.ok.com.uk
Filevelocity.com	Sillyseason.com	www.okcupid.com
FilmCrave.com	SimpleOrganizedLiving.com	www.oovoo.com
FilmTrailers.net	Simpledish.com	www.orbit-interactive.com/fr
Filmtrailer.net	SimplyRides.com	www.oregonlive.com
Filmtrailers.net	SimplyScripts.com	www.osdir.com
FimFiction.net	Simplyrecipes.com	www.otcmarkets.com
FinHeaven.com	Singleparentmeet.com	www.ourbestbites.com
Financece.com	SinglesNet.com	www.overstock.com
FindADeath.com	Singlesnet.com	www.ovguide.com
FindAGrave.com	Sitegadgets.com	www.pandora.com
FindArticles.com	Sizzlingmagazine.com	www.parentdish.ca
FindFreeGraphics.com	SkachatReferat.ru	www.parenting.com
FindTheWord.info	SkinnyTaste.com	www.parents.com
FindYourFate.com	Sky.com	www.parentsocety.com
Findthebest.com	Sky.com; SkySports.com	www.passeportsante.net
Findthebest.com/Company_Research	SkyScraperPage.com	www.patentlyapple.com
Findthebest.com/Consumer_Services	Skyscraperpage.Com	www.patientconversation.com
Findthebest.com/Genealogy	Skyscraperpage.com	www.pch.com
Findthebest.com/Politics	Slack-Time.Com	www.pennlive.com

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Findthebest.com/Real_Estate	Slacker	www.people.com
Findthebest.com/Reference	Slacker Radio	www.peoplespanol.com
Findthebest.com/Weather	Slacker.com	www.peoplefinders.com
Findthebest.com/category/Business-	SlackerRadio.com	www.peoplemedia.com
Findthebest.com/category/Education	SlashDot.org	www.perezhilton.com
Findthebest.com/category/Electronics	Sleepstatus.com	www.petfinder.com
Findthebest.com/category/Family	Slicefinder.com	www.phantasytour.com
Findthebest.com/category/Motors	Slices	www.phonearena.com
Findthebest.com/category/Software	SlickDeals.net	www.photobucket.com
Findthebest.com/category/Travel-And-	Slickdeals.net	www.pinger.com
FineTune.com	Slideshare.com	www.pioneertrail.com
Fingerclicksaver.com	SlingDot.com	www.playlist.com
FirstCupOfTheDay.com	Slingo	www.playsushi.com
Firstain.com	Slingo.com	www.plentyoffish.com
Firstpagenetwork.com	Slots.pch.com	www.pogo.com
FishingNetwork.net	Small Business Revenue Non RTB	www.pong.com
Fit-personality.com	SmallScreenScoop.com	www.poolexpert.com
FitBottomedGirls.com;	SmallTreeMedia.com	www.popularmechanics.com
FitBottomedMamas.com	SmartAndTrendyMoms.com	www.post-gazette.com
FitBottomedMamas.	SmartCarFinder.com	www.prevention.com
FitClick.com	SmartHospitality	www.prisa.com
FitDay.com	SmartMomPicks.com	www.proboards.com
Fitpregnancy.com	SmartMomStyle	www.prosportsdaily.com
FixYa	SmartMomStyle.com	www.pubmatic.com
FixYa.com	Smartybusiness.com	www.questionablecontent.net
Fixed.ADVFN.com	SmashingLists.com	www.quizilla.com
Fixya.com	Smashits.com	www.quizlet.com
FlashCardExchange.com	SmfForFree.com	www.qwest.com
FlashCardMachine.com	SmittenKitchen.com	www.rachaelraymag.com
FlashSolver.com	SmokingMeatForums.com	www.radaronline.com
FlavorPill	SnagAJob.com	www.radio.com
Flavorwire	SnagAjob.com	www.radioloyalty.com
FleshEatingZipper.com	Snagajob	www.randomsaladgames.com
FlexOnline.com	Snagajob.com Tier 1	www.ratemyprofessors.com
FlickChart.com	Snackle.com	www.rawstory.com
FlightAware.com	Snapstarlive.com	www.raycommedia.com
FlightStats.com	Snarkfood.com	www.rd.com
Flightclub	Snazzyspace.com	www.readersdigest.ca
Flightstats.com	Sneaker Tablet	www.realgm.com
FlipBus.com	SneakerFiles.com	www.realitytea.com
Flipline.com	Snegidhi.com	www.realtor.com
Flix66.com	SoCalDisney.com	www.recipe.com
Flixxy.com	SoapCentral.com	www.recipefinder.com
Flv2mp3.com	Soapdom.com	www.recipeidol.com
Flvto.com	Social Reality - Food Channel	www.recipevideoz.com
FlyestKicks.com	SocialChique.com	www.reduxmedia.com
Flyordie.com	SocialKnowledge.com	www.relish.com
Focusfilm.co.uk	SocialSounder.com	www.rentalhouses.com
Fodors.com	SociallySuperlative.com	www.rentals.com

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Fodors.com Capped	Socialphy.com	www.rightdiagnosis.com
Fodors.com Uncapped	Sodahead.com	www.rightmedia.com
Fonts101.com	SoftCom.com	www.ringostation.com
Food Blogging Network - Multiple Sites	Softschools.com	www.roadrunner.com
Food.com	Software112.com	www.roblox.com
Food52.com	Softwareceo.com	www.rollingstone.com
FoodBeast	SoleCollector	www.rottentomatoes.com
FoodBuzz - MenuPix.com	SoleCollector.com	www.rovio.com
FoodFamilyFinds.com	SomethingAwful.com	www.rumorfix.com
FoodGawker.com	SongLyrics Mobile Web	www.runescape.com
FoodNetwork.com	SongLyrics.com	www.runnersworld.com
FoodNetworks.com	SongOfStyle.BlogSpot.com	www.rvtrader.com
FoodService.com	Songza.com	www.rvtrader.comHOMES.COM
Foodbeast.com	Soompi.com	www.rxwiki.com
Foodie-share.com	SoulPancake.com	www.sailingworld.com
FoodieBlogRoll.com	SoundsCasual.com	www.salary.com
Foodporndaily.com	Sourceknowledge.com	www.salon.com
Foodreference.com	Southcomm.com	www.saltwatersportsman.com
Foods.TV	Southern Newspapers	www.sbnation.com
Foodtv.com	SouthernBellsAWayToSave.com	www.schoolfeed.com
Fool.com	SouthernCaliforniaWeatherAuthority.	www.schurz.com
Footar - Greeting-Cards.com	SouthernLiving.com	www.scopely.com
Football365.com	Spades Free HD	www.scrabble.com/free
FootballMedia.com	SpaghettiModels.com	www.screenrant.com
FootballScoop.com	SpanishBroadcastingSystems.com	www.scribd.com
FootballNation.Com	SpanishDict.com	www.seattlepi.com
Footballsfuture.com	Spanishdict.com	www.seattletimes.com
FootyTube.com	SpareMarbles Facebook App	www.seniorpeoplemeet.com
ForRent.com	SparkNotes.com	www.seventeen.com
Forbes.com	SparkPeople.com	www.sfgate.com
ForceStrategyGaming.com	SparkRecipes.com	www.sgstudios.com
ForcedIncome.com	Sparknotes.com	www.shape.com
ForexPromos.com,	Sparkyhub.com	www.sheknows.com
ForkNPlate.com	SpartsMedia.com	www.sheknows.com
Forthemommas.com	SpartzMedia.com	www.sherdog.com
Forumcomm.com	Special-ism.com	www.shockwave.com
Forums.NicoClub.com	Specktra.net	www.shopping.com
Forums.SaltwaterFish.com	Spectator.org	www.shopping.lycos.com
Forumsnet.com	SpeedGuide.net	www.shuffle-n-slide.com
Fosters.com	SpeedTV.com	www.si.com
Four in a Row HD	SpellCheck.net	www.sidereel.com
Fourgenerationsoneroof.com	SpellsOfMagic.com	www.silive.com
Fox Audience Network - MySpace.com	SphlForums.com	www.skout.com
Fox Interactive Media - IGN.com	SpilGames.com	www.slacker.com
Fox Interactive Media - MySpace.com	Spill.com	www.slashdot.com
Fox Interactive Media - Viajeros.com	Spin Media	www.slickdeals.net
FoxNews.com	Spin.com	www.smh.com.au
FoxNewsRadio.com; FoxNews.com	Spinner.ca	www.snagajob.com
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Free-Crochet.com	Spoilersguide.com Tier 2	www.sony.com
Free-KnitPatterns.com	Sporcle.Com	www.soundpublishing.com
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FreeDirectoryGuide.com	SportBikeRider.com	www.sourceinterlinkautomotive.com
FreeFlys.com	SportBikeRider.us	www.sourceknowledge.com
FreeFootball.org	Sportbikerider.us	www.space.com
FreeGameTopia.com	Sporting News Tier 1	www.spanishdict.com
FreeGameWall.com	SportingNews.com	www.spanishdictionary.com
FreeGamesNews.com	SportingPreview.com	www.sparkpeople.com
FreeGaming.com	Sportingnews.com	www.sparkrecipes.com
FreeInternetTVCanada.ca	Sports	www.spectator.org
FreeKidsCrafts.com	Sports Revenue Non RTB	www.spinmedia.com
FreeMoviesOnline.com	Sports Tablet	www.sporcle.com
FreeNuts.com	Sports.gunaxin.com	www.sportfishingmag.com
FreeOnlineGames.com; ms.	SportsChatPlace.com	www.sportingnews.com
FreePatterns.com	SportsCry.com	www.sportsgrid.com
FreeRice.com	SportsHL.com	www.spreed.com
FreeRideGames.com	SportsIllustrated.com	www.spryliving.com
FreeTranslation.com	SportsOverdose.com	www.startribune.com
FreeTranslation.com/ca	Sportsgrid.com	www.steepandcheap.com
FreeTypingGame.net	Sportsjournalists.com	www.stepleader.com
FreeWebGalleries.com	Sportsreport360.com	www.sterlingeffort.com
FreeWebs.com	Sportsvite.com; AllCityAthletics.org;	www.sticksports.com
FreeWebsiteReport.org	SpotAGame.com	www.stockhouse.com
FreebieFindingMom.com	Spotcrime.com	www.studymode.com
Freebies4Mom.com	Spout.com	www.stylebistro.com
FreebiesFrenzy.com	Spreety.com	www.styleforum.net
Freebooksdb.com	Spry Living	www.styleite.com
Freedownloaddb.com	SpryLiving.com	www.stylelist.com
Freegames.net	Squabblers.com	www.stylemepretty.com
Freegametopia.com Capped	Squidoo.com	www.sven.com
Freegamewall.com	Squier-talk.com	www.swagbucks.com
Freegamewall.com Capped	Srccodes.com	www.synacor.com
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Freeimagehosting.net	StLToday.com	www.tagged.com
Freep.com	StabroekNews.com	www.talksport.com
Freepicks.picksandparlays.net	Star104.net	www.tampabay.com
Freeridegames.com	StarAdvertiser.com	www.tapastic.com
FreewareGenius.com	StarDoll.GirlsGoGames.com	www.target.com
Freewareweb.com	StarDoll.com	www.tarot.com
French CA Toutacoup.ca	StarPulse.com	www.tasteofhome.com
French Toutacoup.ca	StarTribune.com	www.techcrunch.com
FriendChecker.com	Starcasm.net	www.technewsdaily.com
Friendster.com	Starmagazine.com	www.technorati.com
Friv.com	StarzUncut.com	www.techrepublic.com
FrontPageMag.com	StatCounter.com	www.teen.com

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Frontier.com; frontiernet.net; myfittv.	SteepAndCheap.com	www.terra.com
Frrrole.com	Steepandcheap.com	www.test.com
FrugalCouponLiving.com	StephensMedia	www.textnow.com
Frugalicious.net	Stereophile.com	www.textplus.com
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Fullpunch.com	StillTasty.com	www.theage.com.au
Fun47.com	Stjohn-Fisher.com	www.theatlanticwire.com
FunHoo.com	StormPulse.com	www.thebiglead.com
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Funbox.com, MangaFox.com	Strat-talk.com	www.thebraiser.com
Funbox.com, technorati.com	StreakItUp.com	www.thecelebritycafe.com
Funeral.com	StreamAudio.com	www.thechive.com
Funglad.com	StreamingThe.net	www.thedailybeast.com
FunniesPet.com	Stretcher.com	www.thedailycaller.com
Funny-city.com	StripersOnline.com	www.thefashiondetective.com
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FutureOfCapitalism.com	StyleFrizz.com	www.time.com
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GSN.com	Sunjournal.com	www.toysrus.com
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Gadgets.gunaxin.com	SuperPages.com	www.trueachievements.com
Gadling Revenue Non RTB	Superawesomepics.com	www.trulia.com
Gadzoo.com	Superglossary.com	www.tv.aol.com
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GaiaOnline.com	Superpages.com Network - Local.com	www.tvline.com
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GalvestonDailyNews.com	Surflines.com	www.ultimate-guitar.com
Galvestondailynews.com	Survivalistboards.com	www.universallightlife.com
GameAmigo.com	SurvivingCollege.com	www.univision.com
GameBattles.com	SurvivingTheStores.com	www.urbanspoon.com
GameCircus.com	Survivingthestores.com	www.usatoday.com
GameDaily.com	Survivorfandom.com	www.usnews.com
GameDayr.com	Suv.ReviewItOnline.com	www.vacationrentals.com
GameFaqs.com	Suzysitcom.com	www.valueclick.fr
GameLottos.com	Swaave.com	www.vancitybuzz.com
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GameWinners.com	Sweepstakes.ca	www.venturebeat.com
GameXN.net	Sweepstakestoday.com	www.veoh.com
Gamebattles.com	SweetCSDesigns.com	www.verizon.net
Gamefaqs.com	Sweetness-Light.com	www.verticalscope.com
Gameso.com	Switch Concepts	www.vidbull.com
Gamepv.com	Switchboard.com	www.video.lycos.com
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Gamerclick.com	Syracuse.com	www.viki.com
Games.com	SystemRequirementsLab.com	www.vocabulary.com
Games.directorycentral.com	TDS.net	www.voxmedia.com
Games.fandango.com	TEST ACCOUNT	www.vrbo.com
Games.playtouch.net	THEFREEDICTIONARY.COM	www.wabcradio.com
Games2Win.com	THirdage Tier 1	www.warnerbros.com
Games4Chrome.com	TMI.me	www.washingtonexaminer.com
GamesGames.com	TMX.com	www.washingtontimes.com
GamesHog.com	TMZ	www.wayfair.com
GamesRadar.com	TMZ - TooFab.com	www.weatherbug.com
Gamesville.com	TMZ.com	www.weblyest.com
Gametrailers.com	TNOL.com	www.webmail.com
Gametrailers.com Capped	TRIBUTES.COM	www.webmd.com
GamezHero.com	TUAW - Technology - Mobile Web	www.websimhockey.com
Gamezebo.com	TUAW Revenue Non RTB	www.websudoku.com
Gamezhero.com	TV Guide Online Network - TVGuide.	www.weddingbee.com
Gamezzle.com	TV.com	www.weeklystandard.com
Gaming Tablet	TVBythenumbers.Zap2it.com	www.weeworld.com
Gamingbucket.com	TVDaily.com	www.wesh.com
Gamingprecision.com	TVFanatic.com	www.wgt.com

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Gannett Sites - USAToday.com	TVGuide RP	www.whatswithjeff.com
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Garden-Share.com	TVGuide.com	www.whitepages.com
Garden-share.com	TVLine	www.wholeliving.com
Garyshood.Com	TVLine.com	www.wiki.answers.com
Garyshood.com	TVListings.Zap2it.com	www.wikia.com
GasPriceWatch.com	TVListings.Zap2it.com Tier 2	www.windstream.com
GateHouse Media	TVListings.Zap2it.com Tier 3	www.windstream.net
GatehouseMedia.com	TVListings.Zap2it.com Tier 4	www.wineverygame.com
Gather.com	TVListings.Zap2it.com Tier 5	www.wlky.com
GatherArticles.com	TVSchedule.Zap2it.com	www.wmur.com
Gawkerverse.com	TVSchedule.Zap2it.com Tier 2	www.womenshealth.com
Gaydar	TVSchedule.Zap2it.com Tier 3	www.wonderhowto.com
Gayot.com	TVSchedule.Zap2it.com Tier 4	www.workingmother.com
GazetteNet.com	TVSchedule.Zap2it.com Tier 5	www.worldgolftour.com
GazetteXtra.com	TVTropes.org	www.worldgolftour.com; wgt.com
GazetteXtra.com, GazetteXtraHomes.	TVshowsondvd.com	www.worldgolftour.com; wgt.com;
Gazettextra.com	TWNPNews.com; TWNPWrestling.com	www.worldnow.com
Gearculture.com	Taaz.com	www.worldwinner.com
Geek.com	TabCrawler.com	www.wowhead.com
GeekZone.co.nz	Tabondant.com; 911tabs.com	www.wowking.com
Geekcal.com	Tagged.com	www.wowway.com
GeekersMagazine.com	Taggify.net	www.wral.com
Geekologie.com	TakeMyDough.com	www.wrestlezone.com
Geekosystem.com	TakiMag.com	www.wunderground.com
Geekrank.com	TalkAboutMarriage.com	www.wwe.com
Genealogy.com	Talkaviation.com	www.yachtingmagazine.com
GenealogyBuff.com	TalkingPointsMemo.com	www.yahoo.ca
Generalhospitalhappenings.com	Talkingpointsmemo.com	www.yardbarker.com
Genio.com	TampaBay.com	www.yellowpages.com
Genius-tips.com	TankSpot.com	www.youbeauty.com
Gestiopolis.com	Target.com	www.yourdailymedia.com
GetDecorating.com	TargetWise.com	www.youtube.com
Getnetworth.com	Taringa.net	www.yowgo.com
Ggames.co	Tarot.com	www.yp.com
Ggnore.tv	TarouWowGuides.com	www.yummly.com
Ghanacelebrities.com	TasteOfArantingerGinger.com	www.zam.com
Ghanamusic.com	TasteOfCountry.com	www.zamnetwork.com
Ghanaweb.com	TasteOfHome.com	www.zap2it.com
GiantFreakinRobot.com	TastyPlanner.com	www.zedo.com
GiantRealm - MangaFox.com	TaxFreeTravel.com	www.zimbio.com
GiftHulk.com	TaylorTailgates.com	www.zimbio.com, www.stylebistro.com
Gifts.com	Tdpri.com	www.zip-codes.com
GigWise.com	TeaGames.com	www.ziplist.com
GipsyPalace.com	TeachingIdeas.co.uk	www.ziprealty.com
GirlSense.com	Team-bhp.com	www.zynag.com
GirlsGoGames.com	Teamnames.net	www.zynga.com
GirlsTalkinSmack.com	Teamplayergaming.com	www.zynga.com/#/rightrail

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GistExpress.com	TechBrowsing.com	www.zynga.com/play/ninjaclans
GiveBackMail.com	TechCrunch	www.zynga.facebook.com
GiveMeMind.com	TechCrunch GDGT	wwwJPGMag.com
GiveMeNeither.com	TechDailyNews.com	wwwwww.icon-intl.com
GiveMeWallpaper.com	TechDailyNews.net	x
Givesmehope.com	TechLore.com	x17online.com
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Gizmorati.com	TechStream.org	z
Gizmowatch.com	TechTerms.com	zam.com,MMOUI.com
Glacermmedia.ca	TechTree.com	zedo.com, www.csmonitor.com
Gladius.us	TecheBlog.com	zedo.com; dailyherald.com
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WHITEPAGES.COM	DISTRACTIFY.COM	ALLAFRICA.COM
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DANJUR.COM	MENUPIX.COM	ELTIEMPO.COM
YOUKU.COM	MYDAILYMOMENT.COM	ACTIONNEWSJAX.COM
URBANSPOON.COM	CYCLETRADER.COM	KSLA.COM
CSMONITOR.COM	UPICKEM.NET	EXCITE.COM

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SHMOOP.COM	FASTWEB.COM	ISRAELNATIONALNEWS.COM
CITYSEARCH.COM	DESTINATION360.COM	NEWS-RECORD.COM
SEATTLETIMES.COM	ENSTARZ.COM	PALTALK.COM
COOKS.COM	HOMEFINDER.COM	WIKITRAVEL.ORG
TOPTENREVIEWS.COM	FOX13NOW.COM	TOPIX.NET
NOAA.GOV	AMERICANGREETINGS.COM	CANDYSTAND.COM
YUMMLY.COM	ALLWOMENSTALK.COM	SMASHINGMAGAZINE.COM
SPARKPEOPLE.COM	POPCAP.COM	LIFE123.COM
JALOPNIK.COM	SPRYLIVING.COM	POSTCRESCENT.COM
THECHIVE.COM	WKRN.COM	COURSE-NOTES.ORG
DOGPILE.COM	MBTA.COM	LEARNERSDICTIONARY.COM
IMVU.COM	MYFOXDC.COM	GREENBAYPRESSGAZETTE.COM
DALLASNEWS.COM	COMINGSOON.NET	IDAHOSTATESMAN.COM
POF.COM	SUNSET.COM	TIMESFREEPRESS.COM
CLEVELAND.COM	HOUSEBEAUTIFUL.COM	BERECRUITED.COM
SCRIBD.COM	DESMOINESREGISTER.COM	METATUBE.COM
CNSNEWS.COM	THEBERRY.COM	COMMERCIALAPPEAL.COM
MILITARY.COM	FC2.COM	COOKEATSHARE.COM
NHL.COM	MYFOXLA.COM	TUNEGENIE.COM
NICKJR.COM	SHERDOG.COM	FOX40.COM
NBA.COM	FOX4KC.COM	BUSINESS.COM
OPPOSINGVIEWS.COM	KANSAS.COM	CTPOST.COM
PARENTS.COM	AZFAMILY.COM	BIMMERFORUMS.COM
SIDEREEL.COM	SIGALERT.COM	STARADVERTISER.COM
MOVOTO.COM	BOLDRIDE.COM	8NOTES.COM
RATEMYPROFESSORS.COM	OMAHA.COM	FRESNOBEE.COM
CAFEPRESS.COM	OVERCLOCK.NET	ELCLASIFICADO.COM
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WHATTOEXPECT.COM	MANIATV.COM	WETV.COM
GIRLSGOGAMES.COM	OUTDOORLIFE.COM	TRAVELERTODAY.COM
ZAP2IT.COM	WMUR.COM	KTVB.COM
FREEP.COM	HALLMARK.COM	MEMORY-ALPHA.ORG
LAST.FM	JEWISHJOURNAL.COM	ALLFORDMUSTANGS.COM
ASKMEN.COM	FREEONLINEGAMES.COM	LIVESOCCERTV.COM
ENTREPRENEUR.COM	HIPHOPWIRED.COM	POPMATTERS.COM
LIVESCIENCE.COM	TOPSPEED.COM	FORWARD.COM
ACTIVE.COM	TARINGA.NET	HOTMATH.COM
CHEAPTICKETS.COM	DIYFASHION.COM	WPBF.COM
APARTMENTGUIDE.COM	TIGERDROPPINGS.COM	PICSEARCH.COM
EBAUMSWORLD.COM	KMOV.COM	LANCASTERONLINE.COM
AP.ORG	NEWS4JAX.COM	HOOPSHYPE.COM
SERIOUSEATS.COM	IDIGITALTIMES.COM	CLARIONLEDGER.COM
ESQUIRE.COM	EVERYJOE.COM	WKRG.COM
PETFINDER.COM	GARDENGUIDES.COM	EXPLOSM.NET

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SCOUT.COM	HONDA-TECH.COM	COME2PLAY.COM
BRITANNICA.COM	ANYWHO.COM	LASVEGASSUN.COM
MINICLIP.COM	CONTACTMUSIC.COM	ESSORTMENT.COM
CARANDDRIVER.COM	VNEXPRESS.NET	ARMSTRONGMYWIRE.COM
AL.COM	RECIPECORNER.COM	CROSSWALK.COM
AJC.COM	KPTV.COM	DRAGTIMES.COM
MENSHEALTH.COM	THENEWSTRIBUNE.COM	ENFEMENINO.COM
EVENTFUL.COM	MARIECLAIRE.COM	CURED.COM
HOMEAWAY.COM	STEREOGUM.COM	PROPERTYPANORAMA.COM
GROOVESHARK.COM	DOGTIME.COM	EDUBLOGS.ORG
NESN.COM	AUTOTRADERCLASSICS.COM	WSBT.COM
COLLEGEHUMOR.COM	WFSB.COM	WPTZ.COM
GOODHOUSEKEEPING.COM	KXAN.COM	GAMESFREE.CA
APARTMENTS.COM	MILITARYTIMES.COM	SMARTMOMSTYLE.COM
247SPORTS.COM	ROADANDTRACK.COM	TODAYSTMJ4.COM
MENTALFLOSS.COM	KPHO.COM	SCHOOLNOTES.COM
EMEDICINEHEALTH.COM	KENTUCKY.COM	CARDOMAIN.COM
NASCAR.COM	INDIANEXPRESS.COM	TALLAHASSEE.COM
DEADLINE.COM	YACHTWORLD.COM	COLUMBIAHOUSE.COM
ZOOMINFO.COM	BEDANDBREAKFAST.COM	MOVIESTALK.COM
APARTMENTTHERAPY.COM	WOWWIKI.COM	DAILYNORSEMAN.COM
TECHREPUBLIC.COM	HIP2SAVE.COM	WHOSAMPLED.COM
ROCKYOU.COM	EHEALTHFORUM.COM	ARKANSASMATTERS.COM
STARTRIBUNE.COM	DAVESGARDEN.COM	VWVORTEX.COM
HOWTOGEEK.COM	BACKYARDCHICKENS.COM	SOAPCENTRAL.COM
KONGREGATE.COM	WIZARDS.COM	AUTOCREDITEXPRESS.COM
TIGERDIRECT.COM	KATU.COM	STRIPES.COM
EXPERIENCEPROJECT.COM	WRAL.COM	NBC-2.COM
BALTIMORESUN.COM	KCCI.COM	HEALTHHYPE.COM
MERCURYNEWS.COM	WNEP.COM	REDSTATE.COM
DENVERPOST.COM	CLICKORLANDO.COM	ELPASOTIMES.COM
MACWORLD.COM	WKYC.COM	KITV.COM
OPRAH.COM	GOSSIPCENTER.COM	CHARISMANEWS.COM
COMPARE99.COM	BLUEMOUNTAIN.COM	BLINGCHEESE.COM
NEWSWEEK.COM	STATESMAN.COM	DIMEMAG.COM
WORDREFERENCE.COM	THESTATE.COM	THESIMSRESOURCE.COM
SHOPLOCAL.COM	WESH.COM	THEBOOT.COM
INC.COM	MOVIEWEB.COM	TVLAND.COM
APLUS.COM	VACATIONRENTALS.COM	CRAFTGOSSIP.COM
WATTPAD.COM	WOODTV.COM	LUBBOCKONLINE.COM
AGAME.COM	CARCOMPLAINTS.COM	SIOUXCITYJOURNAL.COM
CHEEZBURGER.COM	LYRICSMANIA.COM	NEXTBUS.COM

**SPECIFIC MEDIA WEBSITE LIST**

TIMEOUT.COM	LEAGUELINEUP.COM	VERSUS.COM
NADAGUIDES.COM	JOBRAPIDO.COM	THECATSITE.COM
NOLA.COM	MYFOXTWINCITIES.COM	JOYOFBAKING.COM
NEWSDAY.COM	FARK.COM	BBPEOPLEMEET.COM
INTELLICAST.COM	MEDIABISTRO.COM	REDORBIT.COM
METACAFE.COM	HOWABOUTWE.COM	CJONLINE.COM
SOUTHERNLIVING.COM	HIGHBEAM.COM	BIMMERFEST.COM
WONDERHOWTO.COM	MYFOXHOUSTON.COM	PLAYPINK.COM
SEATTLEPI.COM	CHANNEL3000.COM	TOWNNEWS.COM
SLICKDEALS.NET	SILIVE.COM	WEBFETTI.COM
COOKINGLIGHT.COM	ZEROHEDGE.COM	13WMAZ.COM
FANPOP.COM	MODDB.COM	SPORTSMEMORABILIA.COM
ISSUU.COM	KNOXNEWS.COM	SFWEELY.COM
ARMORGAMES.COM	GUITARETAB.COM	BUZZILLIONS.COM
OREGONLIVE.COM	REALTYTRAC.COM	PLAYHUB.COM
ORLANDOSENTINEL.COM	TIMESDISPATCH.COM	JUSTMOMMIES.COM
METACRITIC.COM	WISTV.COM	ADVRIDER.COM
TOTALBEAUTY.COM	ARMSLIST.COM	MEDIOTIEMPO.COM
KSL.COM	HOUSTONPRESS.COM	HUMANEVENTS.COM
WOMENSFORUM.COM	FLIXSTER.COM	BIKERORNOT.COM
HEALTH.COM	CELEBSPIN.COM	FOX17.COM
ENOTES.COM	MRFOOD.COM	FLORIDATODAY.COM
BLINKX.COM	KVUE.COM	PEOPLEPC.COM
SYNONYM.COM	WSMV.COM	WEB2CARZ.COM
NEWSER.COM	FOX59.COM	HOLA.COM
WWE.COM	WPTV.COM	MODBEE.COM
247WALLST.COM	KITCO.COM	WCTI12.COM
PATHEOS.COM	NBCSANDIEGO.COM	AUTOMOTIVEFORUMS.COM
MIAMIHERALD.COM	DAYTONDAILYNEWS.COM	ELNUEVOHERALD.COM
THISOLDHOUSE.COM	EXTRATV.COM	MYMODERNMET.COM
RIVALS.COM	DESTRUCTOID.COM	THEFUTONCRITIC.COM
YARDBARKER.COM	THEINDYCHANNEL.COM	UNT.EDU
ONETRAVEL.COM	WCPO.COM	SAMPLEWORDS.COM
NEWGROUNDS.COM	ZAGAT.COM	THEFUNTIMESGUIDE.COM
PREVENTION.COM	GIRLGAMES.COM	CENTRICTV.COM
FLIGHTAWARE.COM	OHIO.COM	RXWIKI.COM
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MOTHERJONES.COM	WLTX.COM	WEARECENTRALPA.COM
JUICYCELEB.COM	KCTV5.COM	MORE.COM
CRUNCHYROLL.COM	BLACKPEOPLEMEET.COM	COOKINGGAMES.COM
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BROBIBLE.COM	PEOPLEPETS.COM	LOCALPAGES.COM
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UNIVISION.COM	MRMOVIETIMES.COM	POPTOWER.COM
BABBLE.COM	COOKING.COM	SOCIALSTUDIESFORKIDS.COM
RECIPE.COM	VEOH.COM	AUTOMD.COM
OODLE.COM	PARENTSCONNECT.COM	INSIDETOTALHEALTH.COM
GAMES.COM	BUSINESSNEWSDAILY.COM	MONOGRAFIAS.COM
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CHRISTIAN TODAY.COM	SHOCKWAVE.COM	FHM.COM
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UPI.COM	CELEBRITY-GOSSIP.NET	BECOMEGORGEOUS.COM
FANTASYPROS.COM	NICEKICKS.COM	ROADSIDEAMERICA.COM
INFOPLEASE.COM	UCHICAGO.EDU	FASHIONISTA.COM
POPULARMECHANICS.COM	NEWS10.NET	WALLSTREETOASIS.COM
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DISPATCH.COM	KGW.COM	BROWARDPALMBEACH.COM
TOMSGUIDE.COM	NBC12.COM	GAMENGUIDE.COM
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KTLA.COM	MOTHERING.COM	NEWJAMS.NET
MENSFITNESS.COM	FORUMOTION.COM	ASTROCENTER.COM
STYLEBLAZER.COM	WBIR.COM	RSS2SEARCH.COM
PEEKYOU.COM	AIRLINERS.NET	OPENSUBTITLES.ORG
ADWEEK.COM	ECOUSTICS.COM	GAMERSFIRST.COM
GOTHAMIST.COM	FLIGHTSTATS.COM	INSIDEKIDSHEALTH.COM
CARE2.COM	DAILYPUDDY.COM	NEWSNOW.CO.UK
POST-GAZETTE.COM	DESIGNNTREND.COM	LOCAL12.COM
BUNGIE.NET	HOLLYWOOD.COM	FINDFREEGRAPHICS.COM
SPACE.COM	PUREPLAY.COM	WOWKTV.COM
CENTURYLINK.NET	HULKSHARE.COM	AUTOMOTIVE.COM

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REVERSO.NET	JACKSONVILLE.COM	SPOTRAC.COM
PITCHFORK.COM	WFMZ.COM	WJBF.COM
FOX8.COM	MYHUGHESNET.COM	FILMSITE.ORG
TRUSTEDREVIEWS.COM	THENATION.COM	FOOTBALLGUYS.COM
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THEFIND.COM	LYRICS.COM	TECHPOWERUP.COM
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JOBDIAGNOSIS.COM	GAZETTE.COM	ANAGRAMMER.COM
MYCOKERWARDS.COM	MMAJUNKIE.COM	CRAWLER.COM
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WEHEARTIT.COM	ALLHIPHOP.COM	MDJUNCTION.COM
OKCUPID.COM	MYFOXATLANTA.COM	STAGEVU.COM
WINDSTREAM.NET	BIBME.ORG	VENICEBEACH.COM
SUN-SENTINEL.COM	CAUGHTOFFSIDE.COM	ORGANICRECIPEBOOK.COM
CARING.COM	LETSSINGIT.COM	RADIOLOYALTY.COM
WASHINGTONEXAMINER.COM	POSTANDCOURIER.COM	MINGLE2.COM
BACKCOUNTRY.COM	MAPMYRIDE.COM	AFRICA.COM
BERKELEY.EDU	WLWT.COM	JAGEX.COM
MAIL.COM	MCCLATCHYDC.COM	FATHOMEVENTS.COM
THEBIGLEAD.COM	ACCESSATLANTA.COM	MMAWEEKLY.COM
GOLF.COM	DIRECTLYRICS.COM	TRENDAHUNTER.COM
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REALCLEARPOLITICS.COM	AUTOWEEK.COM	TOTALXBOX.COM
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NBCNEWYORK.COM	DAILYNEWS.COM	EMPOWHER.COM
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BARSTOOLSPORTS.COM	PHOTO.NET	SAVANNAHNOW.COM
CITATIONMACHINE.NET	FFTODAY.COM	YOUTHINK.COM

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DISCOVERYEDUCATION.COM	ARCAMAX.COM	ONDEMANDKOREA.COM
MYLIFETIME.COM	KSAT.COM	RVT.COM
DOSE.COM	BUDGETTRAVEL.COM	BIGPOINT.COM
THESIMS.COM	WEBSHOTS.COM	VIDEOBASH.COM
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OKMAGAZINE.COM	QUESTIA.COM	WLOS.COM
GIGAOM.COM	INFOBAE.COM	GAMEZEBO.COM
NBCCHICAGO.COM	GARDENINGKNOWHOW.COM	MOFUNZONE.COM
411.COM	CYCLEWORLD.COM	MENTALHELP.NET
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EXTREMETECH.COM	ARTISTDIRECT.COM	WELLCAREPLAN.COM
MODELMAYHEM.COM	HEAD-FI.ORG	NEWS788.COM
HYATT.COM	INVESTORWORDS.COM	SLINGO.COM
TAMPABAY.COM	UC.EDU	NEXTDAYPETS.COM
LISTAL.COM	NBCMIAMI.COM	BUDGET101.COM
CLICK2HOUSTON.COM	UCLICK.COM	NOLARTA.COM
KFOR.COM	MUGSHOTS.COM	THUMPERTALK.COM
JUSTAPINCH.COM	OHIOSTATEBUCKEYES.COM	STICKGAMES.COM
DRAMAFEVER.COM	INSIDERPAGES.COM	BIKESDIRECTS.COM
BASEBALL-REFERENCE.COM	TOPGEAR.COM	INSIDEMYHEALTH.COM
RESTAURANT.COM	DAILYRX.COM	YOUNGMONEY.COM
CLICKONDETROIT.COM	TEENINK.COM	RINKWORKS.COM
SATURDAYDOWNSOUTH.COM	CONTRACOSTATIMES.COM	FORUMCOMMUNITY.NET
SHOPZILLA.COM	BLEEDINGGREENNATION.COM	THERISINGHOLLYWOOD.COM
ENCYCLOPEDIA.COM	STYLEFORUM.NET	LAYOUTJELLY.COM
MILB.COM	THEFASHIONSPOT.COM	411MANIA.COM
XE.COM	ARMYTIMES.COM	EPLANS.COM
SUDDENLINK.NET	WREG.COM	BOPMYSFACE.COM
PENNLIVE.COM	WZZM13.COM	PLAYLIST.COM
HEALTHBOARDS.COM	GLAM.COM	BECKETT.COM
GAMESRADAR.COM	GOLFLINK.COM	VDICT.COM
TENNESSEAN.COM	KINGCOUNTY.GOV	WAHM.COM
WOWHEAD.COM	SHOWBIZ411.COM	EWRESTLINGNEWS.COM
MEETME.COM	THESIMPLEDOLLAR.COM	SINGLEPARENTMEET.COM
RHAPSODY.COM	FOODBEAST.COM	YONTOO.COM
QUALITYHEALTH.COM	VOLUNTEERMATCH.ORG	NEWS-JOURNALONLINE.COM
POWERBALL.COM	RACHAELRAYSHOW.COM	ZOOZZY.COM
PETAPIXEL.COM	MYFUNCARDS.COM	WAHOHA.COM
UCOMPAREHEALTHCARE.COM	WVEC.COM	HIGHFASHIONMAGAZINE.COM

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VOCABULARY.COM	KLTV.COM	TOPLESSROBOT.COM
GENEALOGY.COM	TITANTV.COM	JERGENS.COM
WEIGHTWATCHERS.COM	ONEINDIA.IN	FILEPLANET.COM
BELIEFNET.COM	MOVE.COM	CHEATMASTERS.COM
MYFOXDETROIT.COM	SCIENCEBLOGS.COM	ANIMEA.NET
WGNTV.COM	GOCOMICS.COM	VGCATS.COM
WJLA.COM	NBCCONNECTICUT.COM	SUPERAWESOMEDOGS.COM
PHOENIX.EDU	HEMMINGS.COM	BUNGIESTORE.COM
TRAVELANDLEISURE.COM	CARSOUP.COM	AUTOWANGO.COM
CHEAPFLIGHTS.COM	PRESSOFATLANTICCITY.COM	TWISTMAGAZINE.COM
SPIKE.COM	GAMESFREAK.NET	ANIMEFUSHIGI.COM

# **EXHIBIT 5**



## Xaxis Premium Sample Site List

### Arts & Entertainment

about.com  
accesshollywood.com  
accuradio.com  
answers.com  
aol.com  
barnesandnoble.com  
billboard.com  
buzzfeed.com  
collegehumor.com  
crackle.com  
eonline.com  
fxnetworks.com  
moviefone.com  
nationalenquirer.com  
nationalgeographic.com  
rollingstone.com  
spotify.com  
vanityfair.com  
youtube.com

### Automotive

autoblog.com  
automobilemag.com  
autotrader.com  
cars.com  
edmunds.com  
fastfever.com  
kbb.com

### Business

allbusiness.com  
bloomberg.com  
businessweek.com  
careerbuilder.com  
cnn.com  
finance.yahoo.com  
forbes.com  
glassdoor.com  
techrepublic.com  
zone.msn.com

### Education

dictionary.com  
education.com  
monster.com



## Xaxis Premium Sample Site List

### Family & Parenting

cafemom.com  
legacy.com  
mommyish.com  
zulily.com

### Food & Drink

cooks.com  
dailycooking.com  
epicurious.com  
finecooking.com  
food.com  
foodandwine.com  
foodnetwork.com  
foodnetworkstore.com  
kitchendaily.com  
marthastewart.com  
myrecipes.com  
saveur.com  
simplyrecipes.com  
tasteofcountry.com  
tasteofhome.com  
urbanspoon.com  
yummly.com

### Health & Fitness

fitnessmagazine.com  
health.com  
livescience.com  
mapmyfitness.com  
mapmyrun.com  
mensfitness.com  
menshealth.com  
webmd.com

### Hobbies & Interests

architecturaldigest.com  
popularmechanics.com  
surflines.com  
wikia.com



## Xaxis Premium Sample Site List

### Home & Garden

apartmentratings.com  
countryliving.com  
elledecor.com  
goodhousekeeping.com  
housebeautiful.com  
recipe4living.com  
veranda.com

### Lifestyles

apps.facebook.com  
askmen.com  
cosmopolitan.com  
elle.com  
esquire.com  
ew.com  
harpersbazaar.com  
mensjournal.com  
newyorker.com  
people.com  
redbookmag.com  
self.com  
seventeen.com  
skype.com  
time.com  
uncrate.com  
usmagazine.com  
weather.com

### News

abcnews.com  
cbsnews.com  
chicagotribune.com  
cnbc.com  
entrepreneur.com  
fox.com  
huffingtonpost.com  
msnbc.com  
nbc.com  
nbcnews.com  
news.yahoo.com  
today.com  
wsj.com  
politico.com

### Real Estate

curbed.com  
homeaway.com  
streeteasy.com  
zillow.com



## Xaxis Premium Sample Site List

### Shopping

**kmart.com**  
**sears.com**  
**walmart.com**  
**ebay.com**

### Society

**dailymail.co.uk**  
**history.com**  
**sheknows.com**  
**tmz.com**  
**townandcountrymag.com**

### Sports

**cbssports.com**  
**espn.com**  
**foxsports.com**  
**golf.com**  
**golfdigest.com**  
**golfworld.com**  
**insidehoops.com**  
**nascar.com**  
**nbcsports.com**  
**nfl.com**  
**outdoorlife.com**  
**runnersworld.com**  
**si.com**  
**tennis.com**

### Style & Fashion

**allure.com**  
**details.com**  
**gearculture.com**  
**glam.com**  
**glamour.com**  
**gq.com**  
**luckymag.com**  
**marieclaire.com**  
**style.com**  
**stylebistro.com**  
**wmagazine.com**



XAXIS

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### Technology & Computing

appleinsider.com  
cnet.com  
geek.com  
gizmodo.com  
idigitaltimes.com  
juno.com  
pcmag.com  
pcworld.com  
techcrunch.com  
wired.com

### Travel

10best.com  
bedandbreakfast.com  
condenasttraveler.com  
expedia.com  
hotels.com  
hotwire.com  
kayak.com  
mapquest.com  
orbitz.com  
priceline.com  
travelchannel.com

# **EXHIBIT 6**

## If You Bought or Leased a New Motor Vehicle, or Bought Certain Replacement Parts for a Motor Vehicle in the U.S. Since 2000

### You Could Get Money from Settlements Totaling Approximately \$54 Million

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

- Please read this Notice and the settlement agreements available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com) carefully. Your legal rights may be affected whether you act or don't act. This notice is a summary and is not intended to set forth all of the specific details of each settlement agreement. To obtain more specific details concerning the settlements, please read the settlement agreements.
- Separate lawsuits claiming that Defendants in each lawsuit entered into unlawful agreements that artificially raised the prices of certain motor vehicle component parts have been settled with two defendants and their affiliates ("Settling Defendants").
- You are included if, at any time between 2000 and 2015, depending upon the component part, you: (1) bought or leased a qualifying new vehicle in the U.S. not for resale or (2) indirectly paid for a qualifying motor vehicle replacement part. Indirectly means you bought the replacement part from someone other than the manufacturer of the part.
- The Settling Defendants have agreed to pay approximately \$54 million to be made available to Settlement Class members who purchased or leased a qualifying new vehicle or purchased a qualifying replacement part in the District of Columbia and the following states: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.
- The Settlements also include provisions requiring Settling Defendants' cooperation in the ongoing litigations. The Settling Defendants have also agreed not to engage in the specified conduct that is the subject of the lawsuits for a period of two years from the date of entry of the final judgment.

<b>Your Legal Rights And Options</b>		
<b>EXCLUDE YOURSELF</b>	You will not be included in the Settlements from which you exclude yourself. You will receive no benefits from those Settlements, but you will keep any rights you currently have to sue the Settling Defendants about the claims in the case(s) from which you exclude yourself.	[Add Date]
<b>DO NOTHING NOW</b>	You will be included in the Settlements and eligible to file a claim for a payment (if you qualify) at a later date. You will give up your rights to sue the Settling Defendants about the claims in this case.	[Add Date]
<b>OBJECT TO THE SETTLEMENTS</b>	If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlements.	[Add Date]
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlements.	[Add Date]
<b>REGISTER ON THE WEBSITE</b>	The best way to receive notice about filing a claim and updates about the lawsuits.	[Add Date]

- These rights and options -- and the deadlines to exercise them -- are explained in this Notice.
- The Court in charge of these cases still has to decide whether to finally approve the Settlements. Payments will only be made (1) if the Court approves the Settlements and after any appeals are resolved, and (2) after the Court approves a Plan of Allocation to distribute the Settlement Funds minus expenses ("Net Settlement Funds") to class members. A Plan of Allocation will be proposed at the conclusion of the cases against the Non-Settling Defendants or as ordered by the Court. The Plan will be described in a future notice to be given at a later date, providing class members with an opportunity to state their views regarding the Plan.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

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**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

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**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

## BASIC INFORMATION

### 1. WHY IS THERE A NOTICE?

This Notice is to inform you about the partial Settlements reached in 11 of the pending cases that are included in this litigation, before the Court decides whether to finally approve the Settlements. This Notice explains the lawsuits, the Settlements, and your legal rights.

The Court in charge is the United States District Court for the Eastern District of Michigan. This litigation is known as *In re Automotive Parts Antitrust Litigation*, MDL No. 2311. The people who sued are called the “Plaintiffs.” The companies they sued are called the “Defendants.”

### 2. WHAT ARE THESE LAWSUITS ABOUT?

The lawsuits claim that the Defendants in each lawsuit agreed to unlawfully raise the price of certain motor vehicle component parts. As a result, businesses and consumers who purchased or leased qualifying new motor vehicles containing those parts, or who indirectly purchased replacement parts from the Defendants, may have paid more than they should have. Although the Settling Defendants have agreed to settle, the Settling Defendants do not agree that they engaged in any wrongdoing or are liable and owe any money or benefits to Plaintiffs. The Court has not yet decided who is right.

### 3. WHO ARE THE SETTLING DEFENDANTS?

The Settling Defendants are:

- Hitachi Automotive Systems, Ltd. (“HIAMS”), and
- T.RAD Co., Ltd. and T.RAD North America, Inc. (together, “T.RAD”).

### 4. WHO ARE THE NON-SETTLING DEFENDANTS?

A list of the Defendants in addition to the Settling Defendants and the parts they manufactured and sold is available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

### 5. WHAT MOTOR VEHICLE PARTS ARE INCLUDED?

The Settlements involve the following motor vehicle component parts:

**Air Flow Meters** are used to measure the volume of air flowing into motor vehicle engines.

**Alternators** are electromechanical devices that generate an electric current while motor vehicle engines are in operation.

**ATF Warmers** are automatic transmission fluid warmer or cooler devices located in the engine compartment of a vehicle that moderate the temperature of the automatic transmission fluid.

**Electronic Throttle Bodies** control the amount of air flowing into a motor vehicle’s engine.

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**Fuel Injection Systems** admit fuel or a fuel/air mixture into motor vehicle engine cylinders. Fuel Injection Systems can also be sold as part of a broader system, such as an engine management system, or as separate components. Fuel Injection Systems include one or more of the following parts: injectors; high pressure pumps; rail assemblies; feed lines; engine electronic control units; fuel pumps and fuel pump modules; manifold absolute pressure sensors; and pressure regulators, pulsation dampers, and purge control valves.

**Ignition Coils** release electric energy to ignite the fuel/air mixture in cylinders.

**Inverters** convert direct current electricity to alternating current electricity.

**Motor Generators** are electric motors used to power electric drive systems that can also capture and regenerate energy.

**Radiators** are heat exchangers or other devices that help prevent automotive vehicle engines from overheating or otherwise regulate the temperature of the engine compartment of a vehicle and the fluids passing through it, including all devices physically attached to and sold as part of a radiator (as more fully described in the settlement agreement).

**Starters** are small electronic motors used in starting internal combustion engines.

**Valve Timing Control Devices** (also called Variable Timing Devices and/or Variable Timing Control Devices), control the timing of engine valve operation and include the Variable Timing Control actuator or solenoid valve. Some valve timing control devices may also contain an oil control valve.

## **6. WHY ARE THESE CLASS ACTIONS?**

In class actions, one or more people called the “class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “class” or “class members.” In these class actions, there are a total of fifty-eight class representatives. In a class action, one court may resolve the issues for all class members, except for those who exclude themselves from the class.

### **WHO IS INCLUDED IN THE CLASSES**

## **7. HOW DO I KNOW IF I MAY BE INCLUDED IN THE CLASSES?**

Generally, you may be included in one or more Settlements if, at any time from 2000 to 2015, you: (1) bought or leased a qualifying new motor vehicle in the U.S. (not for resale), or (2) paid to replace one or more of the qualifying new motor vehicle parts listed in Question 5 above. Qualifying new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles.

These cases are proceeding as class actions seeking monetary recovery for consumers and businesses in 30 states and the District of Columbia, and for nationwide injunctive relief to stop the Defendants’ alleged illegal behavior and prevent this behavior from happening in future (*see* Question 13).

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

Purchasers or lessees of new motor vehicles or indirect purchasers of any of the replacement parts listed in Question 5 may be members of the Classes entitled to monetary recovery if the purchase or lease transaction occurred in the District of Columbia or one or more of the following states during the relevant time periods listed below: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. A separate Settlement Class has been preliminarily approved by the Court for each of the cases settled by the Settling Defendants and their affiliates. The time period for each of the Classes is provided below.

Defendant	Time Period Starts	Time Period Ends	Auto Parts
HIAMS	January 1, 2000	March 26, 2015	Alternators, Starters, Ignition Coils, Motor Generators, Inverters, Fuel Injection Systems, Valve Timing Control Devices, Air Flow Meters, and Electronic Throttle Bodies
T.RAD	November 1, 2002	August 12, 2015	ATF Warmers
	February 1, 2001	August 12, 2015	Radiators

The specific definitions of each Settlement Class are available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or can be obtained by calling 1-877-940-5043.

#### **8. WHO IS NOT INCLUDED IN THE CLASSES?**

The Classes do not include:

- Any of the Defendants, their parent companies, subsidiaries, and affiliates;
- Any co-conspirators;
- Federal government entities and instrumentalities;
- States and their political subdivisions, agencies, and instrumentalities; and
- All persons who purchased their motor vehicle parts directly from the Defendants or for resale.

#### **9. WHY ARE THE LAWSUITS CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements have been reached with the Settling Defendants (listed in Question 3) as specified in the individual settlement agreements. The lawsuits will continue against all of the remaining Defendants who have not settled ("Non-Settling Defendants").

Additional money may become available in the future as a result of a trial or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants, and no additional money may become available. There is no guarantee as to what will happen.

Please register at the website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), to be notified of any future settlements.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

## THE SETTLEMENTS' BENEFITS

### 10. WHAT DO THE SETTLEMENTS PROVIDE?

The Settlement Funds total approximately \$54 million. After deduction of attorneys' fees, notice and claims administration costs, and litigation expenses, as approved by the Court, the remaining Settlement Funds will be available for distribution to Class members who timely file valid claims.

The Settlements also include non-monetary relief (*see* Question 13), including cooperation and agreements by the Settling Defendants not to engage in the conduct that is the subject of the lawsuits, as more fully described in the proposed Final Judgments located on the Settlement website [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

The Settlement Funds are allocated by the motor vehicle parts in question, as follows:

Auto Parts Settlements and Settlement Funds			
Automotive Parts Case	Settling Defendant	Amount Settled	Settlement Fund
Air Flow Meters	HIAMS	\$5,047,920	\$5,047,920
Alternators	HIAMS	\$6,216,420	\$6,216,420
ATF Warmers	T.RAD	\$741,000	\$741,000
Electronic Throttle Bodies	HIAMS	\$6,870,780	\$6,870,780
Fuel Injection Systems	HIAMS	\$8,693,640	\$8,693,640
Ignition Coils	HIAMS	\$7,431,660	\$7,431,660
Inverters	HIAMS	\$2,337,000	\$2,337,000
Motor Generators	HIAMS	\$2,337,000	\$2,337,000
Radiators	T.RAD	\$6,669,000	\$6,669,000
Starters	HIAMS	\$3,832,680	\$3,832,680
Valve Timing Control Devices	HIAMS	\$3,972,900	\$3,972,900
Total			\$54,150,000

Any interest earned will be added to each of the Settlement Funds. More details about the Settlements are set forth in the settlement agreements, available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

## HOW TO GET BENEFITS

### 11. HOW MUCH MONEY CAN I GET?

At this time, it is unknown how much each Class member who submits a valid claim will receive. Payments will be determined on a *pro rata* basis. This means payments will be based on the number of valid claims filed by all Class members as well as on the number and type of motor vehicle component parts you purchased indirectly. It's possible that any money remaining after claims are paid will be distributed to charities, governmental entities, or other beneficiaries approved by the Court. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court finally approves the Settlements.

In order to receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A notice about the claims process will be made at a later date as ordered by the Court. If you want to receive a notice about the claims process or future settlements, you should register at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

### 12. WHEN WILL I GET A PAYMENT?

No money will be distributed yet. The lawyers for the Plaintiffs will continue to pursue the lawsuits against the Non-Settling Defendants. All Settlement Funds that remain after payment of the fees, costs, and expenses (*see* Question 10) will be distributed together at the conclusion of the lawsuits or as ordered by the Court.

### 13. WHAT IS THE NON-MONETARY RELIEF?

The Settling Defendants have agreed not to engage in certain specified conduct that would violate the antitrust laws that are at issue in these lawsuits for a period of two years. Additionally, the Settling Defendants will cooperate with the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

## REMAINING IN THE CLASSES

### 14. WHAT HAPPENS IF I REMAIN IN THE CLASSES?

You will give up your right to sue the Settling Defendants on your own for the claims described in the settlement agreements unless you exclude yourself from one or more of the Classes. You also will be bound by any decisions by the Court relating to the Settlements.

In return for paying the Settlement amounts and providing the non-monetary benefits, the Settling Defendants (and certain related entities defined in the settlement agreements) will be released from claims relating to the alleged conduct involving the vehicle parts identified in the settlement agreements. The settlement agreements describe the released claims in detail, so read them carefully, since those releases will be binding on you if the Court approves the Settlements. If you have any questions, you can talk to Class Counsel listed in Question 18 for free, or you can, of course, talk to your own lawyer (at your own expense) if you have questions about what this means. The settlement agreements and the specific releases are available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

## EXCLUDING YOURSELF FROM THE CLASSES

### **15. HOW DO I GET OUT OF THE CLASSES?**

To exclude yourself from one or more of the Classes, you must send a letter by mail stating that you want to be excluded from *In re Automotive Parts Antitrust Litigation*, MDL No. 2311, and specifying which Settlement Class(es) (including the specific automotive part case and the Settling Defendant(s)) you wish to be excluded from. Your letter must also include:

- Your name, address, and telephone number;
- Documents reflecting your purchase or lease of a new vehicle and/or purchase of the applicable replacement part. Purchase or lease documentation should include: (a) the date of purchase or lease, (b) the make and model year of the vehicle, (c) the state where the vehicle was purchased or leased, and (d) the amount paid. Replacement part documentation should include: (a) the date of purchase, (b) type of replacement part purchased, (c) the state where the replacement part was purchased, and (d) the amount paid; and
- Your signature.

You must mail your exclusion request no later than **Month 00, 2015**, to:

Automotive Parts Indirect Exclusions  
P.O. Box 10163  
Dublin, OH 43017-3163

### **16. IF I DON'T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

### **17. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY BENEFITS?**

No. If you exclude yourself from the Settlement Class in any case, you will not get any money as a result of the Settlement in that case. However, you may exclude yourself from some Settlements but remain in other Settlements. In that case, you may receive money from the Settlements in which you remain.

## THE LAWYERS REPRESENTING YOU

### **18. DO I HAVE A LAWYER REPRESENTING ME?**

The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Classes:

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

Steven Williams Cotchett, Pitre, & McCarthy LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010	Hollis Salzman Robins Kaplan LLP 601 Lexington Avenue Suite 3400 New York, NY 10022	Marc Seltzer Susman Godfrey L.L.P. 1901 Avenue of the Stars Suite 950 Los Angeles, CA 90067
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **19. HOW WILL THE LAWYERS BE PAID?**

At the final fairness hearing, Class Counsel will ask the Court to (a) reimburse them for certain costs and expenses, and (b) set aside up to \$2 million for future litigation costs and expenses as the lawsuits against the Non-Settling Defendants continue. At the final fairness hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed one-third of the approximately \$54 million in Settlement Funds. Class Counsel may also request a payment to the class representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys and class representatives will be subject to Court approval, and the Court may award less than the requested amount. The fees, costs, expenses, and awards that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Funds. Class Counsel may seek additional attorneys' fees, costs, and expenses from any other settlements or recoveries obtained in the future.

When Class Counsel's motion for fees, costs and expenses, and class representative payments is filed, it will be available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com). The motion will be posted on the website at least 45 days before the Court holds a hearing to consider the request, and you will have an opportunity to comment on the motion.

Register at the website or by calling 1-877-940-5043 to receive notice when the motion is filed.

### **OBJECTING TO THE SETTLEMENTS**

#### **20. HOW DO I OBJECT TO OR COMMENT ON THE SETTLEMENTS?**

If you have objections to or comments about any aspect of one or more of the Settlements, you may express your views to the Court. You can only object to or comment on one or more of the Settlements if you do not exclude yourself from that Settlement Class. To object to or comment on a Settlement, you must specify which Settlement (including the specific motor vehicle part and the Settling Defendant(s)) you are objecting to and a letter that also contains the following:

- Your name, address, and telephone number;
- Documents reflecting your purchase or lease of a new vehicle and/or purchase of the applicable replacement part. Purchase or lease documentation should include: (a) the date of purchase or lease, (b) the make and model year of the vehicle, (c) the state where the vehicle was purchased or leased, and (d) the amount paid. Replacement part documentation should include: (a) the date of purchase, (b) type of replacement part purchased, (c) the state where the replacement part was purchased, and (d) the amount paid;

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

- The name of the Settling Defendant whose Settlement you are objecting to or commenting on;
- The automotive part case that is the subject of your objection(s) or comments;
- The reasons you object to the Settlement, along with any supporting materials; and
- Your signature.

Any comment or objection must be postmarked by **Month 00, 2015**, and mailed to:

<b>Court</b>	<b>Notice Administrator</b>
U.S. District Court for the Eastern District of Michigan Clerk's Office Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 564 Detroit, MI 48226	Auto Parts Settlements Objections P.O. Box 10163 Dublin, OH 43017-3163

## **21. WHAT IS THE DIFFERENCE BETWEEN EXCLUDING MYSELF FROM THE CLASSES AND OBJECTING TO THE SETTLEMENTS?**

If you exclude yourself from one or more of the Classes, you are telling the Court that you do not want to participate in the Settlements from which you exclude yourself. Therefore, you will not be eligible to receive any benefits from those Settlements, and you will not be able to object to those Settlements. Objecting to a Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not make you ineligible to receive a payment.

### **THE FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlements and any requests by Class Counsel for fees, costs, expenses, and class representative awards. You may attend and you may ask to speak, but you do not have to do so.

## **22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?**

The Court will hold a Final Fairness Hearing at XX:00 x.m. on **Month 00, 2015**, at the United States Courthouse, 231 W. Lafayette Blvd, Detroit, MI 48226, Room 272. The hearing may be moved to a different date or time without additional notice, so check [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or call 1-877-940-5043 for current information. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlements.

## **23. DO I HAVE TO ATTEND THE HEARING?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

**24. MAY I SPEAK AT THE HEARING?**

If you send an objection or comment on the Settlements as described in Question 20, you may have the right to speak at the Final Fairness Hearing as determined by the Court. You cannot speak at the hearing if you exclude yourself from the Classes.

**THE TRIAL**

**25. WHEN AND WHERE WILL THE TRIAL AGAINST THE NON-SETTLING DEFENDANTS TAKE PLACE?**

If the cases are not dismissed or settled, the Plaintiffs will have to prove their claims against the Non-Settling Defendants at trial. Trial dates have not yet been set.

At the trial, a decision will be reached about whether the Plaintiffs or the Non-Settling Defendants are right about the claims in the lawsuits. There is no guarantee that the Plaintiffs will win any money or other benefits for Class members at trial.

**26. WHAT ARE THE PLAINTIFFS ASKING FOR FROM THE NON-SETTLING DEFENDANTS?**

The class representatives are asking for money for Class members in the District of Columbia and 30 states listed in Question 3 above. The class representatives are also seeking an order to prohibit the Non-Settling Defendants from engaging in the alleged behavior that is the subject of the lawsuits.

**27. WILL I GET MONEY AFTER THE TRIALS?**

If the Plaintiffs obtain money or benefits as a result of a trial or settlement, Class members will be notified about how to ask for a share or what their other options are at that time. These things are not known right now.

**GET MORE INFORMATION**

**28. HOW DO I GET MORE INFORMATION?**

This Notice summarizes the Settlements. More details are in the settlement agreements. You can get copies of the settlement agreements and more information about the Settlements at [www.AutoPartsClass.com](http://www.AutoPartsClass.com). You also may write with questions to Auto Parts Settlements, P.O. Box 10163, Dublin, OH 43017-3163 or call the toll-free number, 1-877-940-5043. You should also register at the website to be directly notified of any future Settlements, the terms of the Plan of Allocation of the Settlement Funds, and other information concerning these cases.

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

# **EXHIBIT 7**

# If You Bought or Leased a New Motor Vehicle, or Bought Certain Replacement Parts for a Motor Vehicle Since 2000

*You Could Get Money From Settlements Totaling Approximately \$54 Million*

Two Defendants and their affiliates (“Settling Defendants”) have agreed to Settlements resolving claims that they fixed the price of certain motor vehicle components. This may have caused individuals and businesses to pay more for new motor vehicles and certain replacement parts. The Settling Defendants deny any claims of wrongdoing.

## Am I included?

You may be included if, from 2000 to 2015, you: (1) bought or leased an eligible new vehicle in the U.S. (not for resale), or (2) indirectly paid for an eligible motor vehicle replacement part. Indirectly means you bought the replacement part from someone other than the manufacturer of the part. Eligible new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles. Visit the website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or call 1-877-940-5043 for a full list of Settling Defendants and time periods.

## What do the Settlements provide?

The Settlements provide money for consumers in 30 states and the District of Columbia as well as non-monetary relief, including cooperation, and an agreement by Settling Defendants not to engage in certain conduct for a period of 24 months.

The 30 states are: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

## How can I get a payment?

No money will be distributed yet. Class Counsel will pursue the lawsuits against the Non-Settling Defendants. All funds received in this case will be distributed at the conclusion of the lawsuits or as ordered by the Court. You will need to file a valid claim to receive a payment. Notice about the claims process will be provided at a later date.

If you want to receive notice about the claims process or future settlements, you should register at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

## What are my rights?

Even if you do nothing, you will be bound by the Court’s decisions concerning these Settlements. If you want to keep your right to sue the Settling Defendants regarding a particular component part, you must exclude yourself from that Settlement Class by **Month 00, 2015**. If you stay in a Settlement Class, you may object to one or more of the Settlements by **Month 00, 2015**.

The Court will hold a hearing on **Month 00, 2015** to consider whether to approve the Settlements and approve Class Counsel’s request that up to \$2 million be set aside for future litigation costs and expenses. Class Counsel will also request at the hearing, or at a later date, attorneys’ fees of up to one-third of the Settlement funds, plus reimbursement of costs and expenses. You or your own lawyer may appear and speak at the hearing at your own expense.

If the cases are not dismissed or settled, Class Counsel will have to prove their claims against the Non-Settling Defendants at trial. Trial has not been set yet.

**For More Information or to Register: 1-877-940-5043 [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**



Upon consideration of the End-Payor Plaintiffs' Motion for Authorization to Disseminate Notice to the End-Payor Plaintiff Settlement Classes<sup>1</sup> ("Motion") it is hereby ORDERED as follows:

1. The Motion is hereby **GRANTED**.
2. Unless otherwise set forth herein, all defined terms shall have the same meaning ascribed to them in the settlement agreements.

Notice to Potential Class Members

3. The Court approves the form and content of the: (a) Notice of Proposed Settlement of End-Payor Plaintiffs' Class Action with Settling Defendants ("Notice"), attached hereto as Exhibit "A"; and (b) Summary Notice of Proposed Settlement of End-Payor Plaintiffs' Class Action with Settling Defendants ("Summary Notice"), attached hereto as Exhibit "B."

4. The Court finds that the posting and publication of the Notice and Summary Notice, respectively, in the manner set forth herein constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

5. The Court appoints Garden City Group, LLC ("GCG") as the Settlement Administrator.

6. The Court appoints Kinsella Media LLC ("Kinsella") as the Notice Administrator for purposes of the implementation of the notice program.

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<sup>1</sup> End-Payor Plaintiffs have reached settlements with the following Defendants relating to the following motor vehicle component parts: (1) Hitachi Automotive Systems, Ltd. ("HIAMS") (*Alternators; Starters; Ignition Coils; Motor Generators; Inverters; Air Flow Meters; Fuel Injection Systems; Valve Timing Control Devices; and Electronic Throttle Bodies*); and (2) T.RAD Co., Ltd. and TRAD North America, Inc. (together, "T.RAD") (*Automatic Transmission Fluid Warmers and Radiators*).

7. Within Sixty (60) days after the date of entry of this Order, GCG shall launch the toll-free hotline and Settlement Website, and publish relevant documents on the Settlement Website.

8. Within Sixty (60) days of entry of this Order, Kinsella shall commence publication of the Summary Notice in newspaper supplements, newspaper, and trade and consumer publications; begin online media notice activities, including posting Internet banner ads and keyword search; and begin earned media activities in the manner set forth in the Notice Program as described in the Declaration of Katherine Kinsella on Adequacy of Notice Plan, filed contemporaneously herewith.

9. One Hundred Fifteen (115) days after entry of this Order, Kinsella and GCG shall file with the Court affidavits or declarations of the persons under whose general direction the posting of the Notice and publication of the Summary Notice, were made, showing that mailing, posting and publication were made in accordance with this Order.

10. One Hundred Fifty-Five (155) days after entry of this Order, Counsel shall file with the Court their Motion for Final Approval of the Settlements, Motion for Reimbursement of Costs and Expenses and for the Establishment of a Fund for Future Litigation Expenses and, if Settlement Class Counsel elects, Motion for Attorneys' Fees by Settlement Class Counsel and Incentive Awards for the Named Class Representatives.

11. All requests for exclusion from the Settlement Classes must be in writing, postmarked no later than One Hundred Eighty-Five (185) days after entry of this Order and must otherwise comply with the requirements set forth in the Notice.

12. Any member of the Settlement Classes who objects to the proposed settlements with HIAMS or T.RAD must do so in writing, specifically referencing which of the settlements

the Class member objects to, postmarked no later than One Hundred Eighty-Five (185) days after the Publication Notice Date and must otherwise comply with the requirements set forth in the Notice.

13. Each member of the Settlement Classes shall retain all rights and causes of action with respect to claims against every defendant other than the Settling Defendants, regardless of whether such member of the Settlement Classes decides to remain in, or request exclusion from, any or all of the Settlement Classes.

14. The Court will hold a Fairness Hearing on \_\_\_\_, at \_\_:00 \_\_.m., [not earlier than Two Hundred Fifteen (215) days] after entry of this Order, at the Theodore Levin U.S. Courthouse, Courtroom 272, 231 West Lafayette Blvd., Detroit MI, 48226, to determine the fairness, reasonableness, and adequacy of the proposed settlements with the Settling Defendants, and to consider whether to approve the request to utilize a portion of the Settlement Funds to pay plaintiffs' counsels' litigation expenses and fees and to establish a fund for future litigation expenses, if requested. Any Settlement Class member who follows the procedure set forth in the Notice may appear and be heard at this hearing. The Fairness Hearing may be rescheduled, adjourned or continued without further notice to the Settlement Classes.

**IT IS SO ORDERED.**

---

Hon. Marianna O. Battani  
UNITED STATES DISTRICT JUDGE

# **Exhibit A**

## If You Bought or Leased a New Motor Vehicle, or Bought Certain Replacement Parts for a Motor Vehicle in the U.S. Since 2000

### You Could Get Money from Settlements Totaling Approximately \$54 Million

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

- Please read this Notice and the settlement agreements available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com) carefully. Your legal rights may be affected whether you act or don't act. This notice is a summary and is not intended to set forth all of the specific details of each settlement agreement. To obtain more specific details concerning the settlements, please read the settlement agreements.
- Separate lawsuits claiming that Defendants in each lawsuit entered into unlawful agreements that artificially raised the prices of certain motor vehicle component parts have been settled with two defendants and their affiliates ("Settling Defendants").
- You are included if, at any time between 2000 and 2015, depending upon the component part, you: (1) bought or leased a qualifying new vehicle in the U.S. not for resale or (2) indirectly paid for a qualifying motor vehicle replacement part. Indirectly means you bought the replacement part from someone other than the manufacturer of the part.
- The Settling Defendants have agreed to pay approximately \$54 million to be made available to Settlement Class members who purchased or leased a qualifying new vehicle or purchased a qualifying replacement part in the District of Columbia and the following states: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.
- The Settlements also include provisions requiring Settling Defendants' cooperation in the ongoing litigations. The Settling Defendants have also agreed not to engage in the specified conduct that is the subject of the lawsuits for a period of two years from the date of entry of the final judgment.

<b>Your Legal Rights And Options</b>		
<b>EXCLUDE YOURSELF</b>	You will not be included in the Settlements from which you exclude yourself. You will receive no benefits from those Settlements, but you will keep any rights you currently have to sue the Settling Defendants about the claims in the case(s) from which you exclude yourself.	[Add Date]
<b>DO NOTHING NOW</b>	You will be included in the Settlements and eligible to file a claim for a payment (if you qualify) at a later date. You will give up your rights to sue the Settling Defendants about the claims in this case.	[Add Date]
<b>OBJECT TO THE SETTLEMENTS</b>	If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlements.	[Add Date]
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlements.	[Add Date]
<b>REGISTER ON THE WEBSITE</b>	The best way to receive notice about filing a claim and updates about the lawsuits.	[Add Date]

- These rights and options -- and the deadlines to exercise them -- are explained in this Notice.
- The Court in charge of these cases still has to decide whether to finally approve the Settlements. Payments will only be made (1) if the Court approves the Settlements and after any appeals are resolved, and (2) after the Court approves a Plan of Allocation to distribute the Settlement Funds minus expenses ("Net Settlement Funds") to class members. A Plan of Allocation will be proposed at the conclusion of the cases against the Non-Settling Defendants or as ordered by the Court. The Plan will be described in a future notice to be given at a later date, providing class members with an opportunity to state their views regarding the Plan.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

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Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

## BASIC INFORMATION

### 1. WHY IS THERE A NOTICE?

This Notice is to inform you about the partial Settlements reached in 11 of the pending cases that are included in this litigation, before the Court decides whether to finally approve the Settlements. This Notice explains the lawsuits, the Settlements, and your legal rights.

The Court in charge is the United States District Court for the Eastern District of Michigan. This litigation is known as *In re Automotive Parts Antitrust Litigation*, MDL No. 2311. The people who sued are called the “Plaintiffs.” The companies they sued are called the “Defendants.”

### 2. WHAT ARE THESE LAWSUITS ABOUT?

The lawsuits claim that the Defendants in each lawsuit agreed to unlawfully raise the price of certain motor vehicle component parts. As a result, businesses and consumers who purchased or leased qualifying new motor vehicles containing those parts, or who indirectly purchased replacement parts from the Defendants, may have paid more than they should have. Although the Settling Defendants have agreed to settle, the Settling Defendants do not agree that they engaged in any wrongdoing or are liable and owe any money or benefits to Plaintiffs. The Court has not yet decided who is right.

### 3. WHO ARE THE SETTLING DEFENDANTS?

The Settling Defendants are:

- Hitachi Automotive Systems, Ltd. (“HIAMS”), and
- T.RAD Co., Ltd. and T.RAD North America, Inc. (together, “T.RAD”).

### 4. WHO ARE THE NON-SETTLING DEFENDANTS?

A list of the Defendants in addition to the Settling Defendants and the parts they manufactured and sold is available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

### 5. WHAT MOTOR VEHICLE PARTS ARE INCLUDED?

The Settlements involve the following motor vehicle component parts:

**Air Flow Meters** are used to measure the volume of air flowing into motor vehicle engines.

**Alternators** are electromechanical devices that generate an electric current while motor vehicle engines are in operation.

**ATF Warmers** are automatic transmission fluid warmer or cooler devices located in the engine compartment of a vehicle that moderate the temperature of the automatic transmission fluid.

**Electronic Throttle Bodies** control the amount of air flowing into a motor vehicle’s engine.

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

**Fuel Injection Systems** admit fuel or a fuel/air mixture into motor vehicle engine cylinders. Fuel Injection Systems can also be sold as part of a broader system, such as an engine management system, or as separate components. Fuel Injection Systems include one or more of the following parts: injectors; high pressure pumps; rail assemblies; feed lines; engine electronic control units; fuel pumps and fuel pump modules; manifold absolute pressure sensors; and pressure regulators, pulsation dampers, and purge control valves.

**Ignition Coils** release electric energy to ignite the fuel/air mixture in cylinders.

**Inverters** convert direct current electricity to alternating current electricity.

**Motor Generators** are electric motors used to power electric drive systems that can also capture and regenerate energy.

**Radiators** are heat exchangers or other devices that help prevent automotive vehicle engines from overheating or otherwise regulate the temperature of the engine compartment of a vehicle and the fluids passing through it, including all devices physically attached to and sold as part of a radiator (as more fully described in the settlement agreement).

**Starters** are small electronic motors used in starting internal combustion engines.

**Valve Timing Control Devices** (also called Variable Timing Devices and/or Variable Timing Control Devices), control the timing of engine valve operation and include the Variable Timing Control actuator or solenoid valve. Some valve timing control devices may also contain an oil control valve.

## **6. WHY ARE THESE CLASS ACTIONS?**

In class actions, one or more people called the “class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “class” or “class members.” In these class actions, there are a total of fifty-eight class representatives. In a class action, one court may resolve the issues for all class members, except for those who exclude themselves from the class.

### **WHO IS INCLUDED IN THE CLASSES**

## **7. HOW DO I KNOW IF I MAY BE INCLUDED IN THE CLASSES?**

Generally, you may be included in one or more Settlements if, at any time from 2000 to 2015, you: (1) bought or leased a qualifying new motor vehicle in the U.S. (not for resale), or (2) paid to replace one or more of the qualifying new motor vehicle parts listed in Question 5 above. Qualifying new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles.

These cases are proceeding as class actions seeking monetary recovery for consumers and businesses in 30 states and the District of Columbia, and for nationwide injunctive relief to stop the Defendants’ alleged illegal behavior and prevent this behavior from happening in future (*see* Question 13).

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

Purchasers or lessees of new motor vehicles or indirect purchasers of any of the replacement parts listed in Question 5 may be members of the Classes entitled to monetary recovery if the purchase or lease transaction occurred in the District of Columbia or one or more of the following states during the relevant time periods listed below: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. A separate Settlement Class has been preliminarily approved by the Court for each of the cases settled by the Settling Defendants and their affiliates. The time period for each of the Classes is provided below.

Defendant	Time Period Starts	Time Period Ends	Auto Parts
HIAMS	January 1, 2000	March 26, 2015	Alternators, Starters, Ignition Coils, Motor Generators, Inverters, Fuel Injection Systems, Valve Timing Control Devices, Air Flow Meters, and Electronic Throttle Bodies
T.RAD	November 1, 2002	August 12, 2015	ATF Warmers
	February 1, 2001	August 12, 2015	Radiators

The specific definitions of each Settlement Class are available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or can be obtained by calling 1-877-940-5043.

#### **8. WHO IS NOT INCLUDED IN THE CLASSES?**

The Classes do not include:

- Any of the Defendants, their parent companies, subsidiaries, and affiliates;
- Any co-conspirators;
- Federal government entities and instrumentalities;
- States and their political subdivisions, agencies, and instrumentalities; and
- All persons who purchased their motor vehicle parts directly from the Defendants or for resale.

#### **9. WHY ARE THE LAWSUITS CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements have been reached with the Settling Defendants (listed in Question 3) as specified in the individual settlement agreements. The lawsuits will continue against all of the remaining Defendants who have not settled ("Non-Settling Defendants").

Additional money may become available in the future as a result of a trial or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants, and no additional money may become available. There is no guarantee as to what will happen.

Please register at the website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), to be notified of any future settlements.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

## THE SETTLEMENTS' BENEFITS

### 10. WHAT DO THE SETTLEMENTS PROVIDE?

The Settlement Funds total approximately \$54 million. After deduction of attorneys' fees, notice and claims administration costs, and litigation expenses, as approved by the Court, the remaining Settlement Funds will be available for distribution to Class members who timely file valid claims.

The Settlements also include non-monetary relief (*see* Question 13), including cooperation and agreements by the Settling Defendants not to engage in the conduct that is the subject of the lawsuits, as more fully described in the proposed Final Judgments located on the Settlement website [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

The Settlement Funds are allocated by the motor vehicle parts in question, as follows:

Auto Parts Settlements and Settlement Funds			
Automotive Parts Case	Settling Defendant	Amount Settled	Settlement Fund
Air Flow Meters	HIAMS	\$5,047,920	\$5,047,920
Alternators	HIAMS	\$6,216,420	\$6,216,420
ATF Warmers	T.RAD	\$741,000	\$741,000
Electronic Throttle Bodies	HIAMS	\$6,870,780	\$6,870,780
Fuel Injection Systems	HIAMS	\$8,693,640	\$8,693,640
Ignition Coils	HIAMS	\$7,431,660	\$7,431,660
Inverters	HIAMS	\$2,337,000	\$2,337,000
Motor Generators	HIAMS	\$2,337,000	\$2,337,000
Radiators	T.RAD	\$6,669,000	\$6,669,000
Starters	HIAMS	\$3,832,680	\$3,832,680
Valve Timing Control Devices	HIAMS	\$3,972,900	\$3,972,900
<b>Total</b>			<b>\$54,150,000</b>

Any interest earned will be added to each of the Settlement Funds. More details about the Settlements are set forth in the settlement agreements, available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

## HOW TO GET BENEFITS

### 11. HOW MUCH MONEY CAN I GET?

At this time, it is unknown how much each Class member who submits a valid claim will receive. Payments will be determined on a *pro rata* basis. This means payments will be based on the number of valid claims filed by all Class members as well as on the number and type of motor vehicle component parts you purchased indirectly. It's possible that any money remaining after claims are paid will be distributed to charities, governmental entities, or other beneficiaries approved by the Court. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court finally approves the Settlements.

In order to receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A notice about the claims process will be made at a later date as ordered by the Court. If you want to receive a notice about the claims process or future settlements, you should register at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

### 12. WHEN WILL I GET A PAYMENT?

No money will be distributed yet. The lawyers for the Plaintiffs will continue to pursue the lawsuits against the Non-Settling Defendants. All Settlement Funds that remain after payment of the fees, costs, and expenses (*see* Question 10) will be distributed together at the conclusion of the lawsuits or as ordered by the Court.

### 13. WHAT IS THE NON-MONETARY RELIEF?

The Settling Defendants have agreed not to engage in certain specified conduct that would violate the antitrust laws that are at issue in these lawsuits for a period of two years. Additionally, the Settling Defendants will cooperate with the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

## REMAINING IN THE CLASSES

### 14. WHAT HAPPENS IF I REMAIN IN THE CLASSES?

You will give up your right to sue the Settling Defendants on your own for the claims described in the settlement agreements unless you exclude yourself from one or more of the Classes. You also will be bound by any decisions by the Court relating to the Settlements.

In return for paying the Settlement amounts and providing the non-monetary benefits, the Settling Defendants (and certain related entities defined in the settlement agreements) will be released from claims relating to the alleged conduct involving the vehicle parts identified in the settlement agreements. The settlement agreements describe the released claims in detail, so read them carefully, since those releases will be binding on you if the Court approves the Settlements. If you have any questions, you can talk to Class Counsel listed in Question 18 for free, or you can, of course, talk to your own lawyer (at your own expense) if you have questions about what this means. The settlement agreements and the specific releases are available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

## EXCLUDING YOURSELF FROM THE CLASSES

### **15. HOW DO I GET OUT OF THE CLASSES?**

To exclude yourself from one or more of the Classes, you must send a letter by mail stating that you want to be excluded from *In re Automotive Parts Antitrust Litigation*, MDL No. 2311, and specifying which Settlement Class(es) (including the specific automotive part case and the Settling Defendant(s)) you wish to be excluded from. Your letter must also include:

- Your name, address, and telephone number;
- Documents reflecting your purchase or lease of a new vehicle and/or purchase of the applicable replacement part. Purchase or lease documentation should include: (a) the date of purchase or lease, (b) the make and model year of the vehicle, (c) the state where the vehicle was purchased or leased, and (d) the amount paid. Replacement part documentation should include: (a) the date of purchase, (b) type of replacement part purchased, (c) the state where the replacement part was purchased, and (d) the amount paid; and
- Your signature.

You must mail your exclusion request no later than **Month 00, 2015**, to:

Automotive Parts Indirect Exclusions  
P.O. Box 10163  
Dublin, OH 43017-3163

### **16. IF I DON'T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

### **17. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY BENEFITS?**

No. If you exclude yourself from the Settlement Class in any case, you will not get any money as a result of the Settlement in that case. However, you may exclude yourself from some Settlements but remain in other Settlements. In that case, you may receive money from the Settlements in which you remain.

## THE LAWYERS REPRESENTING YOU

### **18. DO I HAVE A LAWYER REPRESENTING ME?**

The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Classes:

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

Steven Williams Cotchett, Pitre, & McCarthy LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010	Hollis Salzman Robins Kaplan LLP 601 Lexington Avenue Suite 3400 New York, NY 10022	Marc Seltzer Susman Godfrey L.L.P. 1901 Avenue of the Stars Suite 950 Los Angeles, CA 90067
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **19. HOW WILL THE LAWYERS BE PAID?**

At the final fairness hearing, Class Counsel will ask the Court to (a) reimburse them for certain costs and expenses, and (b) set aside up to \$2 million for future litigation costs and expenses as the lawsuits against the Non-Settling Defendants continue. At the final fairness hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed one-third of the approximately \$54 million in Settlement Funds. Class Counsel may also request a payment to the class representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys and class representatives will be subject to Court approval, and the Court may award less than the requested amount. The fees, costs, expenses, and awards that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Funds. Class Counsel may seek additional attorneys' fees, costs, and expenses from any other settlements or recoveries obtained in the future.

When Class Counsel's motion for fees, costs and expenses, and class representative payments is filed, it will be available at [www.AutoPartsClass.com](http://www.AutoPartsClass.com). The motion will be posted on the website at least 45 days before the Court holds a hearing to consider the request, and you will have an opportunity to comment on the motion.

Register at the website or by calling 1-877-940-5043 to receive notice when the motion is filed.

### **OBJECTING TO THE SETTLEMENTS**

#### **20. HOW DO I OBJECT TO OR COMMENT ON THE SETTLEMENTS?**

If you have objections to or comments about any aspect of one or more of the Settlements, you may express your views to the Court. You can only object to or comment on one or more of the Settlements if you do not exclude yourself from that Settlement Class. To object to or comment on a Settlement, you must specify which Settlement (including the specific motor vehicle part and the Settling Defendant(s)) you are objecting to and a letter that also contains the following:

- Your name, address, and telephone number;
- Documents reflecting your purchase or lease of a new vehicle and/or purchase of the applicable replacement part. Purchase or lease documentation should include: (a) the date of purchase or lease, (b) the make and model year of the vehicle, (c) the state where the vehicle was purchased or leased, and (d) the amount paid. Replacement part documentation should include: (a) the date of purchase, (b) type of replacement part purchased, (c) the state where the replacement part was purchased, and (d) the amount paid;

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

- The name of the Settling Defendant whose Settlement you are objecting to or commenting on;
- The automotive part case that is the subject of your objection(s) or comments;
- The reasons you object to the Settlement, along with any supporting materials; and
- Your signature.

Any comment or objection must be postmarked by **Month 00, 2015**, and mailed to:

<b>Court</b>	<b>Notice Administrator</b>
U.S. District Court for the Eastern District of Michigan Clerk's Office Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 564 Detroit, MI 48226	Auto Parts Settlements Objections P.O. Box 10163 Dublin, OH 43017-3163

## **21. WHAT IS THE DIFFERENCE BETWEEN EXCLUDING MYSELF FROM THE CLASSES AND OBJECTING TO THE SETTLEMENTS?**

If you exclude yourself from one or more of the Classes, you are telling the Court that you do not want to participate in the Settlements from which you exclude yourself. Therefore, you will not be eligible to receive any benefits from those Settlements, and you will not be able to object to those Settlements. Objecting to a Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not make you ineligible to receive a payment.

### **THE FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlements and any requests by Class Counsel for fees, costs, expenses, and class representative awards. You may attend and you may ask to speak, but you do not have to do so.

## **22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?**

The Court will hold a Final Fairness Hearing at XX:00 x.m. on **Month 00, 2015**, at the United States Courthouse, 231 W. Lafayette Blvd, Detroit, MI 48226, Room 272. The hearing may be moved to a different date or time without additional notice, so check [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or call 1-877-940-5043 for current information. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlements.

## **23. DO I HAVE TO ATTEND THE HEARING?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

**Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**

**24. MAY I SPEAK AT THE HEARING?**

If you send an objection or comment on the Settlements as described in Question 20, you may have the right to speak at the Final Fairness Hearing as determined by the Court. You cannot speak at the hearing if you exclude yourself from the Classes.

**THE TRIAL**

**25. WHEN AND WHERE WILL THE TRIAL AGAINST THE NON-SETTLING DEFENDANTS TAKE PLACE?**

If the cases are not dismissed or settled, the Plaintiffs will have to prove their claims against the Non-Settling Defendants at trial. Trial dates have not yet been set.

At the trial, a decision will be reached about whether the Plaintiffs or the Non-Settling Defendants are right about the claims in the lawsuits. There is no guarantee that the Plaintiffs will win any money or other benefits for Class members at trial.

**26. WHAT ARE THE PLAINTIFFS ASKING FOR FROM THE NON-SETTLING DEFENDANTS?**

The class representatives are asking for money for Class members in the District of Columbia and 30 states listed in Question 3 above. The class representatives are also seeking an order to prohibit the Non-Settling Defendants from engaging in the alleged behavior that is the subject of the lawsuits.

**27. WILL I GET MONEY AFTER THE TRIALS?**

If the Plaintiffs obtain money or benefits as a result of a trial or settlement, Class members will be notified about how to ask for a share or what their other options are at that time. These things are not known right now.

**GET MORE INFORMATION**

**28. HOW DO I GET MORE INFORMATION?**

This Notice summarizes the Settlements. More details are in the settlement agreements. You can get copies of the settlement agreements and more information about the Settlements at [www.AutoPartsClass.com](http://www.AutoPartsClass.com). You also may write with questions to Auto Parts Settlements, P.O. Box 10163, Dublin, OH 43017-3163 or call the toll-free number, 1-877-940-5043. You should also register at the website to be directly notified of any future Settlements, the terms of the Plan of Allocation of the Settlement Funds, and other information concerning these cases.

Questions? Call 1-877-940-5043 or Visit [www.AutoPartsClass.com](http://www.AutoPartsClass.com)

# **Exhibit B**

# If You Bought or Leased a New Motor Vehicle, or Bought Certain Replacement Parts for a Motor Vehicle Since 2000

*You Could Get Money From Settlements Totaling Approximately \$54 Million*

Two Defendants and their affiliates (“Settling Defendants”) have agreed to Settlements resolving claims that they fixed the price of certain motor vehicle components. This may have caused individuals and businesses to pay more for new motor vehicles and certain replacement parts. The Settling Defendants deny any claims of wrongdoing.

## Am I included?

You may be included if, from 2000 to 2015, you: (1) bought or leased an eligible new vehicle in the U.S. (not for resale), or (2) indirectly paid for an eligible motor vehicle replacement part. Indirectly means you bought the replacement part from someone other than the manufacturer of the part. Eligible new motor vehicles are automobiles, light trucks, vans, mini-vans, and sports utility vehicles. Visit the website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com) or call 1-877-940-5043 for a full list of Settling Defendants and time periods.

## What do the Settlements provide?

The Settlements provide money for consumers in 30 states and the District of Columbia as well as non-monetary relief, including cooperation, and an agreement by Settling Defendants not to engage in certain conduct for a period of 24 months.

The 30 states are: Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

## How can I get a payment?

No money will be distributed yet. Class Counsel will pursue the lawsuits against the Non-Settling Defendants. All funds received in this case will be distributed at the conclusion of the lawsuits or as ordered by the Court. You will need to file a valid claim to receive a payment. Notice about the claims process will be provided at a later date.

If you want to receive notice about the claims process or future settlements, you should register at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

## What are my rights?

Even if you do nothing, you will be bound by the Court’s decisions concerning these Settlements. If you want to keep your right to sue the Settling Defendants regarding a particular component part, you must exclude yourself from that Settlement Class by **Month 00, 2015**. If you stay in a Settlement Class, you may object to one or more of the Settlements by **Month 00, 2015**.

The Court will hold a hearing on **Month 00, 2015** to consider whether to approve the Settlements and approve Class Counsel’s request that up to \$2 million be set aside for future litigation costs and expenses. Class Counsel will also request at the hearing, or at a later date, attorneys’ fees of up to one-third of the Settlement funds, plus reimbursement of costs and expenses. You or your own lawyer may appear and speak at the hearing at your own expense.

If the cases are not dismissed or settled, Class Counsel will have to prove their claims against the Non-Settling Defendants at trial. Trial has not been set yet.

**For More Information or to Register: 1-877-940-5043 [www.AutoPartsClass.com](http://www.AutoPartsClass.com)**