

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE LITERARY WORKS IN ELECTRONIC  
DATABASES COPYRIGHT LITIGATION

M.D.L. No. 1379

**DECLARATION OF JOSE C. FRAGA REGARDING (A) MAILING OF  
THE NOTICE; (B) IMPLEMENTATION OF TELEPHONE HOTLINE AND  
OFFICIAL SETTLEMENT WEBSITE; AND (C) REQUESTS FOR EXCLUSION**

JOSE C. FRAGA declares:

1. I am a Senior Director of Operations for The Garden City Group, Inc. (“GCG”). Pursuant to the Court’s Order Granting Preliminary Approval of Revised Proposed Class Action Settlement dated January 22, 2014 (the “Preliminary Approval Order”), GCG serves as the Claims Administrator in connection with the proposed Revised Settlement of the above-captioned action.<sup>1</sup> The following statements are based on my personal knowledge and information provided by other experienced GCG employees.

2. Pursuant to the Court’s Order for Preliminary Settlement Approval dated March 31, 2005 (the “Initial Settlement”), GCG served as the Class Administrator in connection with the Initial Settlement of the above-captioned action. As such, GCG was responsible for supervising and administering the Notice Plan approved by the Court in connection with the Initial Settlement.

**THE NOTICE PROGRAM**

3. In connection with the proposed Revised Settlement, GCG has been responsible for disseminating the Notice of Revised Class Action Settlement (the “Full Notice”) and

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Revised Settlement Agreement.

summary of the Full Notice (the “Mailed Notice”) to potential Class Members. A copy of the Full Notice and Mailed Notice is attached hereto as Exhibit A.

4. Since the Initial Settlement, GCG received data from various sources, such as Participating Publishers and Associational Plaintiffs, containing names and email or postal addresses of potential Class Members. Upon receipt, GCG loaded the data into the database GCG created for the Initial Settlement and has maintained for the purposes of administering this proposed Revised Settlement (the “Settlement Database”). In addition, Class Members who submitted a claim, objection, exclusion request or provided their contact information in connection with the Initial Settlement were added to the Settlement Database. As of January 22, 2014, the Settlement Database contained more than 67,000 mailing addresses and more than 10,000 email addresses.

5. Prior to the mailing of the Mailed Notice, GCG verified the mailing addresses in the Settlement Database through the United States Postal Service National Change of Address (“NCOA”) database to ensure that the Settlement Database had the most current addresses.

6. On or about February 24, 2014, at the direction of Class Counsel, GCG mailed 67,379 Mailed Notices to potential Class Members. Printed on each Mailed Notice, was one of four statuses: (1) Claim Being Processed, (2) Ineligible Claim, (3) No Claim or (4) Excluded.

7. In instances where GCG did not have a complete mailing address but an email address was provided to GCG, GCG emailed the Mailed Notice to those potential Class Members. In the aggregate, the Mailed Notice was emailed to 10,300 potential Class Members.

8. In the aggregate as of June 1, 2014, GCG mailed by first-class mail, postage prepaid, or emailed 77,821 Mailed Notices to potential Class Members. This includes 136 Mailed Notices that were remailed due to updated addresses provided by the U.S. Postal Service.

**THE PUBLICATION NOTICE PROGRAM**

9. As described more fully in the Declaration of Lael D. Dowd Concerning Implementation of Settlement Class Notification Program, GCG Communications, the media division of GCG, coordinated a publication program to augment the direct mailings described above.

**SETTLEMENT WEBSITE**

10. GCG established and maintains a website ([www.copyrightclassaction.com](http://www.copyrightclassaction.com)) to assist Class Members. The settlement website has been operational since the Initial Settlement. Pursuant to the Preliminary Approval Order, on February 24, 2014, GCG posted downloadable PDFs of the Full Notice and Mailed Notice on the settlement website. In addition, through the settlement website, Class Members can submit comments, update their address or request exclusion from the Class. The settlement website is accessible 24 hours a day, 7 days a week.

11. Since February 24, 2014, the settlement website has received approximately 41,937 “hits” or visits and the Full Notice and Mailed Notice have been downloaded 461 times. In addition, GCG has received approximately 29 entries to the comment section on the settlement website from Class Members. GCG has reviewed the comments submitted and promptly responded to those comments that required a response (or forwarded to Class Counsel as appropriate).

**TELEPHONE HOTLINE**

12. Beginning on or about February 24, 2014, GCG established and continues to maintain a toll-free telephone number (1-877-900-4430) and interactive voice response (“IVR”) system to accommodate inquiries from Class Members and to respond to frequently asked questions. The IVR includes an option for Class Members to leave a message and to request a copy of the Mailed Notice. As of June 1, 2014, GCG has received a total of 389 calls and 32

requests for a copy of the Mailed Notice. The telephone hotline is accessible 24 hours a day, 7 days a week. All inquiries have been and continue to be promptly responded to.


**REQUESTS FOR EXCLUSION**

13. The Full Notice and Mailed Notice informed Class Members that written requests for exclusion from the Class must be mailed or delivered to Literary Works in Electronic Databases Copyright Litigation, Exclusion Request, c/o GCG, P.O. Box 10033, Dublin, Ohio 43017-6633, postmarked no later than May 9, 2014 and that Class Members could request exclusion online at the settlement website no later than May 9, 2014. To request exclusion online, Class Members used their claim and control number to securely log-onto the online exclusion portal to provide the required information. Those Class Members that had previously excluded themselves in connection with the Initial Settlement did not have to exclude themselves again. The Full Notice and Mailed Notice also set forth the information that must be included in each written request for exclusion. GCG has monitored all mail sent to this P.O. Box.

14. As of June 1, 2014, in connection with the proposed Revised Settlement, GCG has received 62 requests for exclusion. Attached hereto as Exhibit B is a report containing the unique identification number and name of the Class Members that submitted the requests for exclusion.

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

Executed on June 3, 2014 in Lake Success, New York.

  
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Jose C. Fraga

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE LITERARY WORKS IN ELECTRONIC  
DATABASES COPYRIGHT LITIGATION

M.D.L. No. 1379

**Notice Of Revised Class Action Settlement**

**TO: AUTHORS AND OTHER PERSONS WHO OWN A COPYRIGHT IN AN ENGLISH LANGUAGE LITERARY WORK:**

**Your Rights May Be Affected By The Litigation And Proposed Settlement Described In This Notice. Please Read This Entire Notice Carefully Regarding Your Rights, Including Any Right You May Have To Share In This Settlement.**

A pending class action lawsuit claims that commercial electronic databases, newspapers and magazines have violated the copyrights of freelance authors. The lawsuit asserts that after freelance authors' works were published in newspapers, magazines and other print publications with the authors' permission, those publications then licensed the works without the authors' permission to the commercial databases for electronic publication, in violation of the copyright laws.

A revised proposed settlement of the lawsuit has been reached on behalf of a Class of all persons described in Section I.C.1 below. (An initial proposed settlement was announced and approved in 2005, but the approval decision was vacated by an appeals court.) If you are a member of the Class and did not opt out at the time of the original settlement, your rights will be affected by the revised proposed settlement. The purpose of this Notice is to inform you of the revised settlement, your legal rights as a member of the Class, and the possible courses of action available to you.

**IF, AFTER YOU HAVE READ THIS NOTICE, YOU HAVE QUESTIONS OR REQUIRE ASSISTANCE, PLEASE CONTACT (877) 900-4430.**

**I. The Litigation**

**A. The Authors' Claims**

This lawsuit involves the copyright relationship between freelance authors, print publications (e.g., newspapers and magazines) and electronic databases (e.g., LEXIS/NEXIS) in the age of electronic delivery of literary content. For years it was industry practice for freelance authors to sell their works to publications without a written contract. It was customary that, for a fee paid to the author, the author granted to the publisher the first right to publish the work in a specified edition of the newspaper or magazine, but in all other respects the author retained copyright ownership to the work.

In the early 1990s, when electronic databases such as LEXIS/NEXIS came into existence, print publishers entered into license agreements authorizing the databases to copy and sell the full text (or portions) of the publications, including articles written by freelance contributors. (Articles written by the publications' staff writers are works made for hire and thus are the property of the publications. Accordingly, staff writers are not included in this litigation.) The print publications typically did not obtain the freelance authors' written permission for this subsequent publication of their works on the electronic databases. The Plaintiffs listed below and The Authors Guild, Inc., National Writers Union and American Society of Journalists and Authors allege that the databases and print publications violated the freelance authors' copyrights in the electronically reproduced works. They brought this lawsuit to provide relief to all freelance authors.

The Defense Group (defined below in Subsection C.3.a-b) denies any wrongdoing or liability, and denies that any member of the Class would be entitled to damages if the case proceeded to trial. The Court has not ruled on any of the contentions of the parties. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by either side.

**B. History Of The Litigation**

In 2005, the plaintiffs who brought this litigation and their counsel reached an initial settlement agreement ("Initial Settlement Agreement") with the Defense Group that they believed was fair, reasonable, adequate, and in the best interests of the Class in light of the risks of litigation and the benefits obtained under the Initial Settlement Agreement. Under the Initial Settlement Agreement, Class members could submit claims for cash payments based on their allegedly infringed works. Each work was classified into Category A, B, or C, depending on whether and when the copyright in the work was registered. The amount paid per work depended on this classification. The District Court granted final approval of the Initial Settlement Agreement on September 23, 2005.

Several objectors appealed the decision of the District Court granting final settlement approval. On August 17, 2011, the appeals court vacated the grant of settlement approval, and sent the case back to the District Court. The Second Circuit suggested that having separate representation for each category of work would be efficient and straightforward, but recognized that another solution might be more appropriate. Here, because no objections to the treatment of Categories A and B were pursued on appeal, the solution of having separate representation only for Category C makes more sense than multiplying the representation of class members who have both A and B works.

Settlement negotiations then resumed, this time with the Category C works separately represented by certain objectors (“Category C Plaintiffs”), and the Category A and B works separately represented by the original plaintiffs (“Category A/B Plaintiffs”). The Category A/B Plaintiffs and their counsel (“Category A/B Counsel”), the Category C Plaintiffs and their counsel (“Category C Counsel”), and the Defense Group and their counsel have now reached a revised proposed agreement (“Revised Settlement Agreement”) to resolve all legal issues in this case. The parties believe that the Revised Settlement Agreement addresses the concerns identified in the August 2011 opinion of the appeals court, and is fair, reasonable, and adequate for the Class as a whole.

### **C. The Parties**

#### **1. The Class**

The Class consists of all persons who own a copyright under the United States copyright laws in an English language literary work that, at any time after **August 14, 1997**, has been reproduced, displayed, licensed, sold and/or distributed in an electronic format (*i.e.*, online, on CD-ROM, or in any other electronic format) by at least one of the databases or publications identified at Section I.C.3. below, without the person’s authorization. **The works that are included in this definition and settlement will be referred to in this Notice as “Subject Works.”**

#### **IF YOU MEET THESE QUALIFICATIONS, YOU MAY BE INCLUDED IN THE SETTLEMENT EVEN IF:**

- Your Subject Works were not registered with the U.S. Copyright Office.
- Your Subject Works were originally published outside of the U. S., **but only if** they were published in English in an English language publication.
- You signed a license agreement granting to a publisher “retroactive electronic rights” to Subject Works that had been previously electronically published without your permission. (However, if your written agreement contained express language waiving or releasing all copyright infringement claims pertaining to your previously written Subject Works, and you did not register your previously written Subject Works with the U.S. Copyright Office, then you may not submit claims for those Subject Works.)
- You authorized the New York Times Company to electronically publish your Subject Works pursuant to The Times’s Restoration Request Website or print advertisements shortly after **June 25, 2001**, when the U.S. Supreme Court ruled on New York Times v. Tasini.

#### **YOUR SUBJECT WORKS ARE EXCLUDED FROM THE SETTLEMENT IF:**

- They were staff works, *i.e.*, works written while you were employed by the publication(s) that originally published the works; or
- You signed a written license granting the original print publisher the electronic rights to those works; or
- They were not registered **and** you signed a written license agreement that contained a waiver or release against all copyright infringement claims for those works; or
- They are letters to the editor, works for scientific or research-oriented medical journals, non-English language works, or content other than literary works; or
- You already excluded yourself from the Class in response to the Initial Settlement Agreement in 2005.

**If You Have One Or More Works That Qualify As “Subject Works,” And You Also Have Published Works That Do Not Qualify, The Revised Settlement Applies Only To The Subject Works.**

#### **ATTENTION FOREIGN AUTHORS:**

**If you own a copyright in a Subject Work published in a country outside the United States, you are advised to seek advice from an attorney familiar with the laws of that country to determine whether your interests would be better served by remaining in the Class and participating in this revised settlement or excluding yourself from the Class.**

#### **2. The Representative Plaintiffs And Associational Plaintiffs**

The following individuals are serving as Category A/B Plaintiffs, *i.e.*, representative plaintiffs for all Class members to the extent they hold copyrights in Category A or Category B Subject Works: Lynn Brenner, Michael Castleman, E.L. Doctorow, Tom Dunkel, Jay Feldman, James Gleick, Ruth Laney, Paula McDonald, P/K Associates, Inc., Letty Cottin Pogrebin, Gerald Posner, Miriam Raftery, Ronald M. Schwartz, Mary Sherman, Donald Spoto, Robert E. Treuhft and Jessica L. Treuhft Trust (by Constance Romilly, trustee), Robin Vaughan, Robley Wilson, and Marie Winn. The lawsuit was also brought by the following authors’ rights trade associations, serving as Associational Plaintiffs: The Authors Guild, Inc., The National Writers Union and The American Society of Journalists and Authors.

In addition, the following individuals are serving as Category C Plaintiffs, *i.e.*, representative plaintiffs for all Class members to the extent they hold copyrights in Category C Subject Works: Judith Stacy and Christopher Goodrich.

**3. Defendants, The Defense Group, and The Supplemental Participating Publishers**

**a. The Defendants**

Defendants are in the business of reproducing and selling access to literary works on electronic databases. Defendants are (1) the following commercial electronic databases (referred to in this Notice as the "Database Defendants"): The Dialog Corporation, now known as Dialog, LLC, Dow Jones & Company, Inc., Dow Jones Reuters Business Interactive, LLC, now known as Factiva, LLC, a wholly owned subsidiary of Dow Jones & Company, Inc., EBSCO Industries, Inc., The Gale Group Inc., now known as Cengage Learning, Inc., Knight-Ridder, Inc., predecessor in interest to The McClatchy Company, Knight Ridder Digital, now known as McClatchy Interactive West, Mediadstream, Inc., Newsbank, Inc., ProQuest Company, now known as Voyager Learning Company, ProQuest Information and Learning Company, now known as ProQuest Information and Learning, LLC, Reed Elsevier Inc., The Thomson Corporation, now known as The Thomson Reuters Corporation, and West Publishing Corporation d/b/a West Group; and (2) the following newspaper publishers: The New York Times Company, The Copley Press, Inc., and Dow Jones & Company, Inc.

**b. The Participating Publishers**

In addition to the defendants, the following newspaper and magazine companies have signed the Revised Settlement Agreement and committed themselves to participate in this settlement by contributing funding and information concerning their freelance authors' works:

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| 1. Advance Publications, Inc.                                  | 20. TEG New Jersey, L.L.C. (f/k/a Journal of Commerce, Inc.) |
| 2. ALM Media, L.L.C.   | 21. The Atlantic Monthly Group, Inc.                         |
| 3. Bloomberg L.P.  | 22. The Copley Press, Inc.                                   |
| 4. Capital City Press, L.L.C.                                  | 23. The Dallas Morning News, Inc.                            |
| 5. Daily News, L.P.  | 24. The Economist Intelligence Unit Limited                  |
| 6. Dow Jones & Company, Inc.                                   | 25. The Economist Newspaper Limited                          |
| 7. Forbes  | 26. The McClatchy Company                                    |
| 8. Freedom Communications, Inc.                                | 27. The National Journal Group, Inc.                         |
| 9. Gannett Co., Inc.   | 28. The New York Times Company                               |
| 10. Gruner + Jahr USA Publishing/Gruner + Jahr USA Group, Inc. | 29. The Providence Journal Company                           |
| 11. Hearst Corporation   | 30. The San Diego Union-Tribune, L.L.C.                      |
| 12. Herald Media Holdings, Inc.                                | 31. Time Inc.  |
| 13. Journal Sentinel, Inc.                                     | 32. Tribune Publishing Company, L.L.C.                       |
| 14. Landmark Media Enterprises, L.L.C.                         | 33. U.S. News & World Report, L.P.                           |
| 15. Madison Newspapers, Inc.                                   | 34. WP Company L.L.C. d/b/a The Washington Post              |
| 16. New Times Media, L.L.C.                                    | 35. Aberdeen News Company                                    |
| 17. North Jersey Media Group/Bergen Record Corp./The Record    | 36. Forum Communications Company, d/b/a Duluth News Tribune  |
| 18. NYP Holdings, Inc.   | 37. Grand Forks Herald                                       |
| 19. Press-Enterprise Company                                   | 38. MediaNews Group, Inc.                                    |

(This group will be referred to in this Notice as the "Participating Publishers.")

**The Defendants and the Participating Publishers will be referred to in this Notice as the "Defense Group."**

**c. The Supplemental Participating Publishers**

Supplemental Participating Publishers are publishers who are not members of the Defense Group because they did not sign the Initial Settlement Agreement and agree up front to contribute to the settlement payments, but who, after all Class members' claims are finally processed will have agreed to pay claims under the settlement for Subject Works first published in one of their publications. A list of all preliminary Supplemental Participating Publishers is available online at [www.copyrightclassaction.com](http://www.copyrightclassaction.com). After all Class members' claims are finally processed, such publishers will be asked to pay their share of the claim amounts. Those who decline to do so will be "de-listed" Supplemental Participating Publishers, and no legal claims against them will be released by the settlement. To the extent that certain publishers do not step forward and pay for valid claims asserted against them, the database defendants will be paying and released from those claims. A list of "de-listed" publishers (which will not be released from Class members' claims) will be made available on the web site [www.copyrightclassaction.com](http://www.copyrightclassaction.com).

**II. The Initial And Revised Settlements**

Under the Initial Settlement Agreement, the Defense Group agreed to pay a minimum of \$10 million and a maximum of \$18 million for the benefit of the Class, with the exact amount to depend on the number of valid claims submitted by Class members. Class members' claims were classified into Category A, B, or C, depending on whether and when the Subject Works in question were registered. If the total dollar amount of valid claims and other Court-approved disbursements exceeded \$18 million, payments to Class members, starting with Category C claims, would be reduced by the amount necessary to bring the total payout down to \$18 million.

The Revised Settlement Agreement is the same as the Initial Settlement Agreement, with the following changes made to address the concerns of the appeals court:



- The payment schedules for Category A and B Subject Works remain unchanged, and are set forth below in the Plan of Allocation. The payments for Category C Subject Works have been increased by at least 14%, as described in the Plan of Allocation.
- There is no longer an \$18 million total-payment ceiling. All Class members who submitted a valid claim by the deadline for the initial settlement, and are entitled to a settlement payment, will be paid in full according to the Plan of Allocation. (The Revised Settlement Agreement does, however, clarify that for those syndicated works which are considered a single Subject Work under the settlement, the settlement payment will be based upon the payment made by the publication that first published the work -- not on the aggregate amount paid for the syndicated work by all publishers. The Initial Settlement Agreement was silent on how to calculate the payment for syndicated works that are considered to be a single Subject Work under the settlement.)
- Authors of Category C Subject Works are separately represented as to those works by the Category C Plaintiffs and Category C Counsel, who advocated for the Category C Subject Works in the negotiation of the Revised Settlement Agreement.

**Please Note That Only Those Class Members Who Submitted Timely, Valid Claims Under The Initial Settlement Agreement Are Eligible To Receive Payments Under The Revised Settlement Agreement. The Claims Deadline For That Original Settlement Was September 30, 2005. (Late Claims Were Considered Timely, However, If The Submitting Class Members Cited Hurricane Katrina As The Reason For Filing After The Deadline.) No New Claims Or Additions To Previously Filed Claims Will Be Accepted Under The Revised Settlement Agreement.**

As did the Initial Settlement Agreement, the Revised Settlement Agreement provides that the litigation will be dismissed and that the Defense Group will be released from liability to all people who fall within the definition of the Class and who do not timely exclude themselves from the Class.

**A. Plan of Allocation of the Settlement Fund**

Each Class member who submitted a timely, valid Proof of Claim in connection with the Initial Settlement Agreement will receive a cash distribution Settlement Payment, which will be calculated as follows:

1. Category A Subject Works. For each Subject Work you registered with the United States Copyright Office before any infringement after the Subject Work was first published, or (b) within three months after first publication of the work, you will receive:  
  
\$1,500 for each of the first fifteen Subject Works written for any one publisher;  
  
\$1,200 for each of the second fifteen Subject Works written for that publisher; and  
  
\$875 for each Subject Work written for that publisher after the first thirty.
2. Category B Subject Works. If you registered your Subject Work before December 31, 2002, but after any infringement of the work and more than three months after the first publication of the Subject Work, you will receive, per Subject Work, the greater of \$150 or 12.5% of the original sale price of the Subject Work.
3. Category C Subject Works. For all other Subject Works (including Subject Works that were never registered), you will receive, per Subject Work, an amount that is at least 14% larger than the amount provided for in the Initial Settlement Agreement, as follows:  
  
\$68.40 for each Subject Work that originally sold for \$3,000 or more;  
  
\$57.00 for each Subject Work that originally sold for \$2,000 to \$2,999;  
  
\$45.60 for each Subject Work that originally sold for \$1,000 to \$1,999;  
  
\$28.50 for each Subject Work that originally sold for \$250 to \$999;  
  
The greater of \$5.70 or 11.4% of the original price of the Subject Work for all other works.

In addition, at least \$343,500 from an additional cash contribution made by Defendants in connection with the Revised Settlement Agreement will be allocated proportionately among all Category C Subject Works for which timely, valid claims have been filed. Further, depending on Administration Costs incurred in connection with the Revised Settlement Agreement, an additional amount of up to \$202,000 or more may be available for proportionate distribution among Category C Subject Works.

4. Reduced Payments For Older Subject Works. For Subject Works created before January 1, 1995, payments in Categories B and C above shall be reduced based on the years in which the Subject Work was created as follows (but in no case less than \$5.70 per Subject Work):

Subject Works created in 1985-1994: a 5% reduction for each year beginning in 1994 and continuing through 1985, so that payments for Subject Works created in 1994 will be reduced by 5%; payments for Subject Works created in 1993 will be reduced by 10%, and so on until works created in 1985 (payments reduced by 50%).

Subject Works created before 1985: Payments reduced by 50%.

The reason that the claims for the Subject Works first published after 1977 and reproduced, distributed, displayed or transmitted by a Database Defendant are valued higher than the claims for Subject Works first published prior to 1978 or that were not reproduced, distributed, displayed or transmitted by a Database Defendant is that plaintiffs have concluded that the former claims would have a higher likelihood of success if the case were to go to trial than the latter claims.

**B. Rights With Respect to the Future Electronic Use of Your Subject Works**

Plaintiffs consider that 65% of each Settlement Payment is compensation for past infringement, and 35% is compensation for future electronic use by the Database Defendants and original publisher of the Subject Works. At the time of the Initial Settlement Agreement, Class members who submitted claims could choose not to grant the rights to future use. For those who chose not to grant the right to future electronic use, your Subject Works will be removed from the databases, and you will receive 65% of the Settlement Payment.

If you remain in the Class, you will not be able to prevent the continued electronic use of unregistered Subject Works (meaning "Category C" Subject Works under the Plan of Allocation) if you signed a written agreement granting the electronic rights to your present and past Subject Works for that publication. If you signed such an agreement, then you are only eligible to receive the amount allocated for past infringement with respect to that Subject Work, *i.e.*, 65% of the Settlement Payment.

If you do not wish to have your works included in the databases, you must exclude yourself from the settlement, as described below.

**C. No New Claims Will Be Accepted**

The parties have agreed that the Class received thorough notice of the Court-approved claims administration program provided for in the Initial Settlement Agreement, and that the notice and program were robust and successful in generating extensive claims from class members. Accordingly, the claims submitted in response to the original settlement are deemed the claims submitted in connection with the Revised Settlement Agreement. If you submitted a timely Proof of Claim under the Initial Settlement Agreement, you will be eligible for payment under the terms of the Revised Settlement Agreement unless you opt out. **Only Class members who submitted a valid, timely Proof of Claim under the Initial Settlement Agreement are eligible to receive a Settlement Payment.**

**D. Attorneys' Fees and Costs; Special Awards to the Representative Plaintiffs; Notice and Administrative Costs**

Category A/B Counsel have devoted substantial time and resources to this litigation over the course of more than twelve years. They have pursued this litigation on behalf of the Class without having received any compensation, or assurance of any compensation, or reimbursement for expenses, for their services rendered. At the hearing on final settlement approval, Category A/B Counsel will seek approval of an award of approximately \$2.7 million in attorneys' fees and approximately \$610,000 in reimbursement of costs they have incurred. The fee amount represents approximately one third of Category A/B Counsel's hourly fees in the case.<sup>1</sup> Category A/B Counsel will also seek approval of a special award for the nineteen Category A/B Plaintiffs and the estates of deceased former representative plaintiffs Derrick Bell and Andrea Dworkin in the amount of \$2,000 each, in recognition of their efforts in this action.

Furthermore, Category C Counsel has represented the interests of Category C copyright holders in pursuing objections and the appeal and negotiating the Revised Settlement Agreement, also without having received any compensation, assurance of any compensation, or reimbursement for expenses, for his services rendered. At the final-approval hearing, Category C Counsel will seek approval of an award of \$600,000, to be applied to (i) his attorneys' fees and reasonable costs; and (ii) special awards to the two Category C Plaintiffs and eight former objectors.

In addition, Class Counsel will ask the Court to approve payment of approximately \$763,000, from funds contributed by the Defense Group, to the Claims Administrator and others for notice and administration costs, including amounts owing from the time of the original settlement and unpaid fees due to the settlement mediator.

The Defense Group does not oppose the payment of the above attorneys' fees and costs, special awards, and notice and administrative costs, all of which are subject to Court approval.

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<sup>1</sup> Because Category A/B Counsel agreed to apply for a fee much lower than the amount previously awarded, more money was made available to pay administrative and notice costs associated with the revised settlement (and unpaid costs remaining from the initial settlement). If money remains after paying all costs and providing any additional distribution to the Category C claimants (discussed above), then Category A/B Counsel intend to apply for an additional award of attorneys' fees from the remainder, which could reach up to approximately \$300,000.

**E. Release and Disclaimer**

If approved, the settlement will bar and release each and every claim of any Class members, whether arising under federal, state, or foreign law, that has been or could have been asserted in this lawsuit against every member of the Defense Group, every Supplemental Participating Publisher, and all their past, present, and future parents, predecessors, subsidiaries, affiliates, and divisions, and all of their respective officers, directors, owners, partners, governors, employees, agents, nominees, successors, assigns, legal representatives and licensees, with respect to any and all of the Subject Works in every electronic or digital format, including but not limited to all claims arising out of the same facts as their claims of copyright infringement, past, present, or future, known or unknown, and all claims with respect to the electronic reproduction, distribution, display, license, sale or adaptation of Subject Works to or by the Defense Group or Supplemental Participating Publishers.

**However:**

1. Only claims for past infringement are hereby released with respect to Subject Works that Class members elect to have removed or not restored.
2. Only claims concerning Subject Works are being released.
3. You continue to own copyright in your Subject Works, with the right to license them to others on a non-exclusive basis, although Subject Works that Class members do not elect to have removed or not restored may be displayed electronically by the Database Defendants and by the Participating or Supplemental Participating Publisher(s) that have allegedly infringed those Works and their licensees, and no other Participating or Supplemental Participating Publisher is released from any claims pertaining to the reproduction, distribution, display, sale, license or adaptation of those Subject Works.
4. No claims shall be released with respect to works that had not, on or prior to **May 31, 2005**, been reproduced, distributed, displayed or transmitted by any Defense Group member.
5. No claims shall be released based on retaliation for participating in, objecting to, or opting out of the settlement, or for exercising your right not to permit the future electronic use of your Subject Works.
6. None of the claims of Class members who timely exclude themselves from the Class shall be released or in any other way adversely affected by the Settlement.

**III. How To Remain In The Class**

**If you are a member of the Class, you need not do anything if you desire to remain a member of the Class.** If you choose to remain in the Class, your rights in this litigation will be represented by (i) the Category A/B Plaintiffs and Category A/B Counsel to the extent you hold a copyright in a Category A or Category B Subject Work and/or (ii) the Category C Plaintiffs and Category C Counsel to the extent you hold a copyright in a Category C Subject Work. (Thus, assuming you remain in the Class, if you hold a copyright in a Category A or Category B Subject Work **and** you hold a copyright in a Category C work, you will be represented by both sets of plaintiffs and attorneys.) You will receive the benefits of the settlement if it is approved by the Court and if you already submitted a timely, valid Proof of Claim in connection with the Initial Settlement, and your claims against the Defense Group will be released and will be dismissed by the Court. If you remain in the Class, you will be bound by any judgment or determination of the Court in connection with the settlement, whether favorable or unfavorable. You will not be personally responsible for any attorneys' fees or costs in the litigation, unless you retain your own counsel. Any attorneys' fees and costs will be paid, pursuant to Court approval, out of the settlement funds. If you wish, you may enter an appearance through your own counsel at your own expense. If you desire to be represented by your own counsel, you must advise the Court of this request by filing an Entry of Appearance in writing by first class mail, postage prepaid, postmarked on or before May 9, 2014, and you must serve a copy (a) on the attorneys listed at Section VI.4. below, and (b) on Charles S. Sims, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036-8299, counsel for defendant Reed Elsevier, Inc.

**IV. How To Be Excluded From The Class**

You may exclude yourself from the Class upon specific written notice, provided your notice is mailed by first class mail, postage prepaid, on or before May 9, 2014 to the Claims Administrator, at:

**Literary Works in Electronic Databases Copyright Litigation  
EXCLUSION REQUEST  
c/o GCG  
PO Box 10033  
Dublin, OH 43017-6633**

The postmark will determine the time of mailing. You may also exclude yourself online at [www.copyrightclassaction.com](http://www.copyrightclassaction.com) on or before May 9, 2014. You need not state your reason for requesting exclusion. However, your request for exclusion must be signed by an authorized person, must state that you wish to be excluded from the Class, and must specifically state the name and address of the class member requesting exclusion. If you exclude yourself online, you must complete all requested fields.

If you exclude yourself from the Class, you will not be eligible to share in the settlement proceeds should the Revised Settlement Agreement be approved, and any claim you have previously submitted will be null and void. You may, however, have the right to bring a case on your own behalf.

If you excluded yourself from the Initial Settlement, you are already excluded from the Revised Settlement.

**V. Hearing On Final Approval Of Settlement**

A hearing will be held on June 10, 2014 at 10 a.m. in Courtroom 11A of the United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, NY 10007, for the purpose of determining whether the proposed settlement is fair, adequate and reasonable and should be approved by the Court. At the hearing, the Court will also consider related matters, including the fairness of the proposed Plan of Allocation and the applications for attorneys' fees, reimbursement of expenses and for special awards to the Representative Plaintiffs. Although not necessary, you are entitled to appear and be heard at the hearing. The time and date of the hearing may be rescheduled by the Court without further notice. **If you desire to remain in the Class, you are not required to do anything further at the present time.**

**Objecting to the Revised Settlement.** If you remain in the Class, you have the right to object to any or all of the proposed settlement, including the entry of final judgment dismissing the litigation with prejudice, the requests for Category A/B Counsel's and Category C Counsel's attorneys' fees and costs and the requests for special awards to the Category A/B Plaintiffs and Category C Plaintiffs. If you wish to object to the settlement, you must file with the Court, on or before May 9, 2014, a statement of your objection or position to be asserted and the grounds for your objection, together with copies of any supporting papers or briefs, and you must serve a copy of such papers by first class mail (a) on the attorneys listed at Section VI.4. below, and (b) on Charles S. Sims, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036-8299, counsel for defendant Reed Elsevier, Inc. You may also appear at the final fairness hearing, by yourself or through your attorney, and be heard by the Court. Your objection, however, will be considered regardless of whether or not you appear at the final fairness hearing.

Unless you object as provided in this Notice, you will not be entitled to contest the terms and conditions of the settlement, including the application for attorneys' fees and costs and the application for a special award, and persons who fail to object as provided shall be deemed to have waived and shall be forever foreclosed from raising any such objections.

**VI. Additional Information**

1. Claimants are requested to preserve all of their records relating to their Subject Works.
2. The Claims Administrator is:

**Literary Works in Electronic Databases Copyright Litigation**  
c/o GCG  
PO Box 10032  
Dublin, OH 43017-6632  
(877) 900-4430  
[www.copyrightclassaction.com](http://www.copyrightclassaction.com)

3. If you have any questions, you may contact the Claims Administrator. **You should also notify the Claims Administrator if you change your mailing or e-mail address, or if you have changed your mailing or e-mail address since the original settlement in 2005, or if a notice concerning the revised settlement was sent to you at an incorrect address, especially if you submitted a claim for compensation under the original settlement. If the Claims Administrator does not have your correct mailing or e-mail address, you may not receive your Settlement Payment (assuming you submitted a valid claim) or notice of important developments in this class action.**

4. Any questions that you have concerning the matters contained in this Notice may also be directed in writing to any of the following counsel for plaintiffs and the Class:

Michael J. Boni  
Boni & Zack LLC  
15 St. Asaphs Road  
Bala Cynwyd, PA 19004  
Ph: 610-822-0200  
MBoni@bonizack.com

Diane S. Rice  
Hosie Rice LLP  
600 Montgomery Street, 34<sup>th</sup> Floor  
San Francisco, CA 94111  
Ph: 415-247-6000  
drice@hosielaw.com

A.J. De Bartolomeo  
Girard Gibbs LLP  
601 California St., Suite 1400  
San Francisco, CA 94108  
Ph: 415-981-4800  
copyright@girardgibbs.com

Charles Chalmers  
Allegiance Litigation  
769 Center Boulevard  
Suite 134  
Fairfax, CA 94930  
Ph: 415-860-8134  
cchalmers@allegiancelit.com

If you have questions pertaining to Category A or B Subject Works, you should contact either the Claims Administrator or counsel for owners of the A/B works (Mr. Boni, Ms. De Bartolomeo or Ms. Rice). If you have questions pertaining to Category C Subject Works, you should contact either the Claims Administrator or counsel for owners of the C works (Mr. Chalmers). The pleadings and other records in this litigation may be examined and copied during regular office hours at the Office of the Clerk, U.S. District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007.

**PLEASE DO NOT TELEPHONE OR ADDRESS ANY INQUIRIES TO THE COURT.**

Dated: January 22, 2014

BY ORDER OF THE COURT:  
Honorable George B. Daniels,  
United States District Judge  
for the Southern District of New York

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE LITERARY WORKS IN ELECTRONIC  
DATABASES COPYRIGHT LITIGATION

M.D.L. No. 1379

**TO: AUTHORS AND OTHER PERSONS WHO OWN A COPYRIGHT IN AN ENGLISH LANGUAGE LITERARY WORK:**

**Your Rights May Be Affected By The Lawsuit And Proposed Settlement Described In This Notice. Please Read This Entire Notice Carefully Regarding Your Rights, Including Any Right You May Have To Share In This Settlement.**

**WHAT IS THIS NOTICE ABOUT?**

A revised settlement of a copyright infringement lawsuit has been reached on behalf of the Class of persons defined below. A settlement was previously reached in 2005, and notice of the settlement was issued to the Class, including how to submit a claim or opt out of the settlement. Thousands of authors submitted claims for settlement compensation. The settlement was approved by the Court, but the approval decision was vacated on appeal in 2011. If you meet the Class definition and did not opt out at the time of the original settlement, your rights will be affected by the proposed settlement. The purpose of this mailed notice is to inform you of the settlement, your rights as a Class member, and the options available to you.

**This Mailed Notice Is Only A Summary. You Are Advised To Read The Full *NOTICE OF REVISED CLASS ACTION SETTLEMENT* Posted At [www.copyrightclassaction.com](http://www.copyrightclassaction.com). If You Still Have Questions After Reading The Full Notice And Exploring The Website, You Can Get More Information By Submitting Questions Through The Website Or Calling (877) 900-4430.**

**WHY DID I RECEIVE THIS NOTICE?**

You were sent this notice because you were identified as a Class member in the records of the Claims Administrator for this settlement. The Claims Administrator has your contact information for one or more of the following reasons: (1) The information was provided by a publisher to whom you sold a work, or by one of the authors' organizations serving as a plaintiff in this lawsuit; (2) you filed a claim for compensation from the original settlement in 2005; (3) you opted out of the original settlement; (4) you objected to the original settlement; or (5) you provided your contact information in connection with the lawsuit or settlement for some other reason.

**WHAT IS THE LAWSUIT ABOUT?**

The lawsuit, which was filed in the United States District Court for the Southern District of New York, alleges that commercial electronic databases, newspapers, and magazines have violated the copyrights of freelance authors. In particular, the lawsuit alleges that after the authors' works were published in newspapers, magazines, and other print publications with the authors' permission, those publications then licensed the works without the authors' permission to the commercial databases for electronic publication, in violation of the copyright laws. The lawsuit was brought by various authors and three writers' organizations -- The Authors Guild, Inc., the National Writers Union, and the American Society of Journalists and Authors. The lawsuit asserts legal claims under the federal copyright laws and seeks relief for all authors whose rights were violated in the manner alleged above.

**WHO IS INCLUDED IN THE CLASS?**

The definition of the Class for this revised settlement is the same as for the original settlement. The Class consists of all persons who own a copyright under the United States copyright laws in an English language literary work that, at any time after **August 14, 1997**, has been reproduced, displayed, sold and/or distributed in an electronic format (*i.e.*, online, on CD-ROM, or in any other electronic format) by at least one of the databases or publishers identified below under the heading "Who Is Being Sued," without the person's authorization. The works that are included in this definition will be referred to in this notice as "Subject Works."

**For a more detailed description of the Class and factors that determine whether a work is a Subject Work and is included or excluded from the settlement, please refer to the full Notice Of Revised Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com).**

**WHO IS BEING SUED?**

The lawsuit names a number of commercial electronic databases and two newspaper publishers as defendants. The Database Defendants are The Dialog Corporation, now known as Dialog, LLC, Dow Jones & Company, Inc., Dow Jones Reuters Business Interactive, LLC, now known as Factiva, LLC, a wholly owned subsidiary of Dow Jones & Company, Inc., EBSCO Industries, Inc., The Gale Group Inc., now known as Cengage Learning, Inc., Knight-Ridder, Inc., predecessor in interest to The McClatchy Company, Knight Ridder Digital, now known as McClatchy Interactive West, Mediastream, Inc., Newsbank, Inc., ProQuest Company, now known as Voyager Learning Company, ProQuest Information and Learning Company, now known as ProQuest Information and Learning, LLC, Reed Elsevier Inc., The Thomson Corporation, now known as The Thomson Reuters Corporation, and West Publishing Corporation d/b/a West Group. The newspaper publishers sued in the lawsuit are The New York Times Company, The Copley Press, Inc., and Dow Jones & Company, Inc.

There are also newspaper and magazine companies that were not sued in the lawsuit, but have signed the revised settlement and committed to participate in the settlement by contributing funding and information concerning their freelance authors' works. They are referred to as the "Participating Publishers." The Participating Publishers are:

- |  |   |
|--|---|
| 1. Advance Publications, Inc.                                  | 21. The Atlantic Monthly Group, Inc.                        |
| 2. ALM Media, L.L.C.   | 22. The Copley Press, Inc.                                  |
| 3. Bloomberg L.P.  | 23. The Dallas Morning News, Inc.                           |
| 4. Capital City Press, L.L.C.                                  | 24. The Economist Intelligence Unit Limited                 |
| 5. Daily News, L.P.  | 25. The Economist Newspaper Limited                         |
| 6. Dow Jones & Company, Inc.                                   | 26. The McClatchy Company                                   |
| 7. Forbes  | 27. The National Journal Group, Inc.                        |
| 8. Freedom Communications, Inc.                                | 28. The New York Times Company                              |
| 9. Gannett Co., Inc.   | 29. The Providence Journal Company                          |
| 10. Gruner + Jahr USA Publishing/Gruner + Jahr USA Group, Inc. | 30. The San Diego Union-Tribune, L.L.C.                     |
| 11. Hearst Corporation   | 31. Time Inc.   |
| 12. Herald Media Holdings, Inc.                                | 32. Tribune Publishing Company, L.L.C.                      |
| 13. Journal Sentinel, Inc.                                     | 33. U.S. News & World Report, L.P.                          |
| 14. Landmark Media Enterprises, L.L.C.                         | 34. WP Company L.L.C. d/b/a The Washington Post             |
| 15. Madison Newspapers, Inc.                                   | 35. Aberdeen News Company                                   |
| 16. New Times Media, L.L.C.                                    | 36. Forum Communications Company, d/b/a Duluth News Tribune |
| 17. North Jersey Media Group/Bergen Record Corp./The Record    | 37. Grand Forks Herald                                      |
| 18. NYP Holdings, Inc.   | 38. MediaNews Group, Inc                                    |
| 19. Press-Enterprise Company                                   |   |
| 20. TEG New Jersey, L.L.C. (f/k/a Journal of Commerce, Inc.)   |   |

**The above defendants and Participating Publishers are referred to as the "Defense Group."**

There may also be other participating companies, referred to as “**Supplemental Participating Publishers.**” Some of the works for which Class members have filed claims were originally published (and later sold to an electronic database) by companies who are not members of the Defense Group. After Class members’ settlement claims are processed, the Database Defendants will ask those companies to pay their share of claim amounts corresponding to the works they published. The companies that do pay will be deemed Supplemental Participating Publishers, and the legal claims that Class members may have against them will be released by the settlement. If a company does not pay, the Database Defendants will pay the company’s share and be released, but the legal claims that Class members may have against that non-paying company will not be released by the settlement. A list of all potential Supplemental Participating Publishers is available online at [www.copyrightclassaction.com](http://www.copyrightclassaction.com). After it is determined which ones will not be paying their shares, a list of “de-listed” publishers (i.e., publishers who are deemed not to be Supplemental Participating Publishers) will be posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com).

### **WHAT CAN I RECEIVE FROM THE SETTLEMENT?**

If you submitted a timely, valid Proof of Claim under the original settlement in 2005 (the claims deadline was September 30, 2005, although claims filed late because of Hurricane Katrina were deemed timely), you are eligible to receive a settlement payment if the revised settlement is approved and the approval becomes final. The payment amount for valid claims will be calculated according to the payment schedule for the original settlement, except that the compensation for unregistered works (Category C works) has been increased by at least 14%, and perhaps more (depending on the expenses of settlement). The amount payable per Category A work will be from \$875 to \$1,500; Category B, the greater of \$150 or 12.5% of the original sale price; and Category C, from \$5.70 to \$68.40.

**The above amounts may be reduced under certain circumstances. For a description of these circumstances and the payment schedule, please refer to the full Notice Of Revised Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com). The full notice also explains the issues involving the removal or continued inclusion of your Subject Works in the electronic databases.**

**If you did not submit a claim under the original settlement in 2005, you will not be eligible for any payment under the revised settlement. No new claims will be accepted for the revised settlement, and no additional works can be added to previously filed claims.**

### **HOW DO I KNOW WHETHER I SUBMITTED A CLAIM IN 2005?**

- If this notice addressed to you has “CLAIM BEING PROCESSED” printed on it, that means you submitted a claim on time, and it is in the later stages of processing. If a problem is found with the claim, you will be notified.
- If this notice has “INELIGIBLE CLAIM” printed on it, that means you submitted a claim that was determined by the Claims Administrator to be ineligible during the initial stages of processing. Challenges to the ineligibility determination by the Claims Administrator may be made during the dispute resolution process.
- If this notice has “NO CLAIM” printed on it, that means the Claims Administrator has no record of a claim from you.

### **HOW DO I PARTICIPATE IN THE SETTLEMENT?**

***Remaining in the Class.*** If you meet the Class definition, you do not have to do anything to remain in the Class. If you choose to remain in the Class, your rights as a Class member in this litigation will be represented by the Court-appointed representative plaintiffs and their attorneys. If you remain in the Class, you will be bound by any judgment or determination of the Court in connection with the settlement, whether favorable or unfavorable. You will not be personally responsible for any attorneys’ fees or costs in the litigation, unless you retain your own counsel. As described in the full Notice Of Revised Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com), any attorneys’ fees and costs of class counsel will be paid, pursuant to Court approval, out of the settlement funds. If you wish, you may be represented in the lawsuit by your own attorney at your own expense. If you wish to be represented by your own counsel, you and your attorney must file an Entry of Appearance no later than **May 9, 2014**, and serve copies on the parties in the lawsuit by first-class mail. For more information, including the addresses of the parties’ respective attorneys, please refer to the full Notice Of Revised Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com).

***Obtaining a settlement payment.*** As stated above, assuming the settlement is approved and the approval becomes final, if you submitted a timely, valid Proof of Claim under the original settlement in 2005, you will receive a settlement payment. **If you did not submit a claim under the original settlement, or if your claim is finally determined to be ineligible, you will not be eligible for any payment under the revised settlement.**



**Release of claims.** If you do not exclude yourself, approval of the settlement will bar and release each and every claim you may have, whether arising under federal, state, or foreign law, that has been or could have been asserted in this lawsuit against every member of the Defense Group, every Supplemental Participating Publisher, and all their past, present, and future parents, predecessors, subsidiaries, affiliates, and divisions, and all of their respective officers, directors, owners, partners, governors, employees, agents, nominees, successors, assigns, legal representatives and licensees, with respect to any and all of the Subject Works in every electronic or digital format, including but not limited to all claims arising out of the same facts as your claims of copyright infringement, past, present, or future, known or unknown, and all claims with respect to the electronic reproduction, distribution, display, license, sale or adaptation of Subject Works to or by the Defense Group or Supplemental Participating Publishers. You will no longer be able to pursue such claims, such as by filing your own lawsuit.

Even if the settlement releases your claims, you continue to own the copyright in your Subject Works, including the right to license them to others on a non-exclusive basis. Furthermore, only your claims concerning Subject Works would be released. For a more detailed description of these and other clarifications regarding the above release, please refer to the full Notice Of Revised Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com).

If you exclude yourself from the Class, none of your legal claims will be released.

### **HOW DO I EXCLUDE MYSELF FROM THE CLASS?**

You can exclude yourself from the Class by sending a written request for exclusion by first-class mail, postage prepaid, postmarked no later than **May 9, 2014**, to **Literary Works in Electronic Databases Copyright Litigation, EXCLUSION REQUEST, c/o GCG, PO Box 10033, Dublin, OH, 43017-6633**. You can also exclude yourself by requesting exclusion online at [www.copyrightclassaction.com](http://www.copyrightclassaction.com) no later than **May 9, 2014**. You do not need to state your reason for requesting exclusion. However, your request for exclusion must be signed by you or an authorized person, must state that you wish to be excluded from the Class, and must state your name and address. If you exclude yourself online, you must complete all requested fields.

If you exclude yourself from the Class, you will not be eligible to receive a settlement payment, and any claim you previously submitted under the original settlement will be null and void. None of your legal claims will be released by the settlement, and you may be able to bring a lawsuit asserting those claims.

If you previously excluded yourself in response to the original settlement in 2005, you are already excluded from the Class and the revised settlement. If this notice addressed to you has "EXCLUDED" printed on it, that means you already excluded yourself.

### **WHAT HAPPENS NEXT?**

The revised settlement has not yet been approved by the Court. On **June 10, 2014**, a hearing will be held at **10:00 a.m.** in Courtroom 11A of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved by the Court. At the hearing, the Court will also consider related matters, including the applications for attorneys' fees, reimbursement of expenses, and for special awards to the representative plaintiffs. Although not necessary, you are entitled to appear and be heard at the hearing. The time and date of the hearing may be rescheduled by the Court without further notice.

If you remain in the Class, you have the right to object to any aspect of the proposed settlement, including the applications for attorneys' fees and costs, and the requests for special awards to the representative plaintiffs. If you wish to object to the settlement, please comply with the procedure and deadline described in the full Notice Of Class Action Settlement posted at [www.copyrightclassaction.com](http://www.copyrightclassaction.com).

**If you change your mailing or e-mail address, or if you have changed your mailing or e-mail address since the original settlement in 2005, or if this notice was sent to you at an incorrect address, you should notify the Claims Administrator, whose contact information is in the full Notice of Revised Class Action Settlement. If the Claims Administrator does not have your correct mailing or e-mail address, you may not receive your settlement payment (assuming you submitted a valid claim) or notice of important developments in this class action.**

**PLEASE DO NOT TELEPHONE OR ADDRESS ANY INQUIRIES TO THE COURT CONCERNING THE SETTLEMENT.**

Dated: January 22, 2014

**BY ORDER OF THE COURT:  
The Honorable George B. Daniels  
United States District Judge  
for the Southern District of New York**

# **EXHIBIT B**

## Exclusions

Count	Exclusion ID Number	Name
1	1766	RICHARD G. GRANT
2	1768	DAVID DOBRIN
3	1798	JOSEPH G. ANSEL, JR.
4	1799	ANSEL ASSOCIATES, INC.
5	1801	GEORGE A MATIASZ
6	1802	JOHN RATHER
7	100067	ALAN DIPERNA
8	100606	MARILYN TOBIAS
9	101014	AMBUJA ROSEN
10	1000275	JILL KEECH
11	1001119	WADE SPEES
12	1008580	JEANNE GARDE
13	1010175	BRIAN LATTIN
14	1010489	LINDA A TAYLOR
15	1011348	BOBBIE BLYTHE
16	1013849	PAM WINTERS
17	1014363	RICK HAVNER PHOTOGRAPHY
18	1016435	AVON BOOKS, AN IMPRINT OF HARPE
19	1017842	GARY NELSON
20	1019361	LUCIE YOUNG
21	1023157	LAUREN GOLDMAN MARSHALL
22	1024296	BEN CLASEN
23	1024975	PAUL KUTTNER
24	1025841	JON H. GUTMACHER
25	1027058	SUSAN LEE CIVIL-BROWN
26	1027260	ALICE M. CHAPIN
27	1027933	SANNA STANLEY
28	1028043	MARK ARI
29	1028511	RICHARD WHEELER
30	1028946	CHRISTENA BLEDSOE
31	1029690	JIM HOUGAN
32	1030552	JAN FRAZIER
33	1031033	MEGAN CHANCE
34	1031074	LINDA LAPPIN
35	1031949	STEVE ALLEN
36	1032304	LYNN M. LOPUCKI
37	1032583	WILLIAM R. MCCANTS
38	1033793	LINDA P. SANDIFER
39	1035020	ARLENE WILLIAMS

40	1036202	JONATHAN BARON
41	1036329	WINTHROP WETHERBEE
42	1037048	TED J. BIGGERSTAFF
43	1038606	DAVID C. RUBIN
44	1038919	LORRAINE PEDRETTI
45	1042030	DONALD H. PARKER
46	1044077	MICHAEL KRAUSS
47	1045533	KAREN FONG DESIGN
48	1049973	SUSAN BRENNAN
49	1052048	ROGER K. LEWIS
50	1053615	PAMELA D JACOBSEN
51	1053815	BADI@BADIOZAMANI.COM
52	1062984	PAULINE CABOULI
53	1064144	TAMMY HANSEN
54	1064293	PAM WINTERS
55	1064791	JILL HERBERT
56	1067283	PAM WINTERS
57	1074711	BRUCE LEDEWITZ
58	1417921687	PAOLO PONTONIERE
59	1417922066	STEPHANIE SAUL
60	1417922680	RONALD MENDELL
61	1417924320	STEVEN GILL
62	1417924602	RIP RENSE