

**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, Mediasstream, 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:

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

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.¹ 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.

¹ 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 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

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, 34th 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