

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

IN RE LITERARY WORKS IN ELECTRONIC :
DATABASES COPYRIGHT LITIGATION :

X

M.D.L. No. 1379

Notice Of 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 proposed settlement of the lawsuit has been reached on behalf of a Class of all persons described in Section I.B. below. If you are a member of the Class, your rights will be affected by the proposed settlement. The purpose of this Notice is to inform you of the 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 THE AUTHORS GUILD AT WWW.AUTHORSGUILD.ORG; OR THE NATIONAL WRITERS UNION AT WWW.NWU.ORG; OR THE AMERICAN SOCIETY OF JOURNALISTS AND AUTHORS AT WWW.ASJA.ORG.

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 1980s and 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 first 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 freelancers. After nearly three years of difficult and contentious settlement negotiations mediated by Kenneth R. Feinberg, the parties reached the settlement described in this Notice.

The Defense Group (defined below) 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. 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, 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.B.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 letter to the editor, scientific and research-oriented medical journals, non-English language works, or content other than literary works.

If You Have One Or More Works That Qualify As “Subject Works,” And You Also Have Published Works That Do Not Qualify, You May Participate In The Settlement, But Only With Respect 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 settlement or excluding yourself from the Class.

ATTENTION CANADIAN AUTHORS:

There are two copyright infringement class actions pending in Canada on behalf of freelance authors, among other contributors. The first action will be referred to in this Notice as “Robertson I” and is captioned Robertson vs. The Thomson Corporation, Thomas Canada Limited, Thomas Affiliates, Information Access Company and Bell Globemedia Publishing Inc. (Ontario (Canada) Superior Court of Justice 96-CU-110595CP). The second action will be referred to in this Notice as “Robertson II” and is captioned Robertson vs. The Gale Group, Inc., Proquest Information and Learning Company, CEDROM-SNI Inc., Torstar Corporation, Rogers Media Inc. and Canwest Publications Inc. (Ontario (Canada) Superior Court of Justice 03-CU-252945CP). Both actions seek damages on behalf of freelance authors of original literary works that were published in a newspaper, magazine or other print media in Canada or in a Canadian edition of a non-Canadian-based publication (collectively “Canadian Publications”), which have been distributed or communicated to the public using electronic forms such as electronic databases or CD-rom. The plaintiff in these actions claims that the defendants (some of whom are also defendants and publishers participating in this settlement) have infringed rights under the Canadian Copyright Act by disseminating copies of such work in electronic form. **IF YOU AUTHORED FREELANCE WORKS IN A CANADIAN PUBLICATION, YOUR LEGAL RIGHTS MAY BE AFFECTED IN THESE ACTIONS, AND YOU ARE ENCOURAGED TO READ THIS INFORMATION VERY CAREFULLY.**

Robertson I:

On **February 11, 1999**, the Ontario Court of Justice granted permission for this case to proceed as a class action, on behalf of the class defined above. **IF YOU SUBMIT CLAIMS IN THIS SETTLEMENT FOR WORKS AS DESCRIBED ABOVE, YOU WILL NOT RELEASE ANY CLAIMS YOU MAY HAVE IN THE ROBERTSON I ACTION.**

Robertson II:

This proposed Canadian class action was commenced on **July 23, 2003**, but has not yet received permission of the Ontario Court to proceed as a class action. If plaintiff prevails, or if the case settles, the potential recovery through Robertson II may be greater or less than what you could receive under this settlement.

The Defendants In Robertson II May Take The Position That If You Do Not Exclude Yourself From This Settlement, You Will Be Releasing Your Claims In Robertson II. You Should Therefore Bear This In Mind When Deciding Whether To Participate In Or Exclude Yourself From This Settlement.

There is a difference of opinion whether the proposed settlement is satisfactory regarding the Canadian claims. The plaintiffs in the United States case and their lawyers (identified below) support this settlement, including as it relates to Canadian claims, and are of the opinion that:

- (a) The claims in Robertson I are unaffected by this settlement.
- (b) Robertson II is still in litigation and as with all litigation the outcome is uncertain. By contrast, the proposed settlement in this litigation offers freelance authors with works in Canadian Publications the opportunity to receive certain payments sooner without the risk associated with litigation.
- (c) The proposed settlement in this litigation is fair, reasonable and adequate for the Class including freelance authors of works first published in Canadian Publications. Under United States copyright law and international copyright treaties, freelance authors of works first published in Canadian Publications have the right to participate in the proposed settlement, and the Plan of Allocation described in the full Notice of Class Action Settlement reflects the differences in the value and risk of different class members' claims.

Heather Robertson, the plaintiff in the Canadian cases, and her lawyers (McGowan & Company, Suite 1400, 10 Bay St., Toronto, Ontario, Canada, M5J 2R8) oppose this settlement as it relates to the Canadian claims and are of the opinion that:

- (a) Under Canadian law the U.S. Court does not have jurisdiction over Canadian claims, and, if the proposed United States settlement proceeds, Ms. Robertson will bring a motion to the Ontario Superior Court of Justice for an order to that effect.
- (b) The proposed United States settlement is against the interests of the Canadian claimants because, among other things, it treats Canadian copyrights like unregistered United States copyrights. The proposed United States settlement does not properly take into account the fact that in Canada, unlike the United States, it is not necessary to register copyrights.
- (c) To be certain that the United States settlement does not affect their rights under Canadian class actions, **ALL CANADIAN CLAIMANTS WHO READ THIS NOTICE SHOULD IMMEDIATELY OPT OUT OF THE UNITED STATES SETTLEMENT BY GOING ONLINE AT www.copyrightclassaction.com.**

You may wish to consult your own lawyer for a second opinion.

2. The Representative Plaintiffs And Associational Plaintiffs

The following individuals are serving as Representative Plaintiffs for the Class: Michael Castleman, E.L. Doctorow, Tom Dunkel, Andrea Dworkin, Jay Feldman, James Gleick, Ronald Hayman, Robert Lacey, Ruth Laney, Paula McDonald, P/K Associates, Inc., Letty Cottin Pogrebin, Gerald Posner, Miriam Raftery, Ronald M. Schwartz, Mary Sherman, Donald Spoto, Robert E. Treuhaff and Jessica L. Treuhaff Trust, Constance Romilly, TTE, Robin Vaughan, Robley Wilson, and Marie Winn. The lawsuit was also brought by the following authors' rights trade associations: The Authors Guild, Inc., The National Writers Union and The American Society of Journalists and Authors. The Representative Plaintiffs and Associational Plaintiffs endorse this settlement and urge class members to participate in the claims making process.

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"): Reed Elsevier, Inc., which operates LEXIS/NEXIS; The Thomson Corporation; The Dialog Corporation; The Gale Group, Inc.; West Publishing Corporation d/b/a West Group; Dow Jones & Company, Inc.; Dow Jones Reuters Business Interactive, LLC, d/b/a Factiva; Knight-Ridder, Inc.; Knight Ridder Digital; Mediasream, Inc.; NewsBank, inc.; ProQuest Information and Learning Company and EBSCO Industries, Inc.; and (2) the following newspaper publishers: The New York Times Company and The Copley Press, Inc,

b. The Participating Publishers

In addition to the defendants, the following newspaper and magazine companies have signed the Settlement Agreement and committed themselves to participate in this settlement by contributing funding and information concerning their freelance authors' works: American Lawyer Media, Inc., Atlantic Media, Inc., Capital City Press, Capital Newspapers, Cox Enterprises, Inc., Daily News, L.P., Down Jones & Company, Inc., Forbes, Inc., Freedom Communications, Inc., Gannett Co., Inc., Gruner & Jahr USA Publishing, Hachette Filipacchi Media U.S., Inc., Johnson Newspaper, Corp., Knight-Ridder, Inc., Landmark Communications, Inc., Media General, Inc., Media News, News America, Incorporated, Newspaper Association of America, NewTimes Media LLC, NewTimes Media Group, Inc., North Jersey Media Group, Inc., Primedia, Inc., The Capital Times, The Copley Press, Inc., The Dallas Morning News, The Hearst Corporation, The McClatchy Company, The McGraw-Hill Companies, Inc., The New York Times Company, The Press-Enterprise, The Thomson Corporation, The Washington Post Company, Time, Inc., Tribune Publishing Company, Wisconsin State Journal, Ziff Davis Media 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 Settlement Agreement and agree up front to contribute to the settlement payments, but who, after the close of the Claims Period (**September 30, 2005**), 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, or may be requested of the Claims Administrator at 1-800-330-0516. After all Class members' claims are 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. However, because the final list of Supplemental Participating Publishers cannot be made until after the deadline for excluding yourself from the Class, in deciding whether or not to exclude yourself, you should base your decision on the assumption that all publishers on the list will be Supplemental Participating Publishers, and that the Released Claims will be released against them. 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 will be made available on the web sites of the Associational Plaintiffs.

II. The Settlement

The Defense Group has agreed to pay up to \$18 million (or more under a circumstance described below), to compensate authors according to the Plan of Allocation described in the next section.

The 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

PLEASE NOTE THAT COPYRIGHT REGISTRATION IS NOT A PREREQUISITE TO RECOVERY.

Each class member who submits a timely, valid Proof of Claim 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 (a) 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:

\$60 for each Subject Work originally sold for \$3,000 or more;
\$50 for each Subject Work originally sold for \$2,000 to \$2,999;
\$40 for each Subject Work originally sold for \$1,000 to \$1,999;
\$25 for each Subject Work originally sold for \$250 to \$999;
The greater of \$5 or 10% of the original price of the Subject Work for all other 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:

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%.

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

Valid claims will be awarded a single payment for the past infringement and for the future electronic use of the 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. You may choose not to grant the rights to future use. If you do choose 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.

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.

6. Other Plan of Allocation Provisions.

a. The Defense Group has agreed to pay a minimum of \$10 million under the settlement, to be applied to valid claims and all fees and expenses, all of which must be Court-approved. If the sum of all such amounts is less than \$10 million, then the remainder of the \$10 million will be distributed pro rata to those claimants whose Subject Works were first published after 1977 and were reproduced, distributed, displayed or transmitted by a Database Defendant.

b. If the claims for the Subject Works that were first published after 1977 and/or that were reproduced, distributed, displayed or transmitted by a Database Defendant, together with all fees and costs, total \$18 million or less, then all claims for all Subject Works will be paid in full, even if the total of all Settlement Payments, *i.e.*, including Settlement Payments for Subject Works first published prior to 1978 and/or that were not reproduced, distributed, displayed or transmitted by a Database Defendant, together with approved fees and costs, exceeds \$18 million.

c. If the claims for the Subject Works that were first published after 1977 and that were reproduced, distributed, displayed or transmitted by a Database Defendant ("Post 1977 Claims"), together with all fees and costs, exceed \$18 million, then (i) beginning with Category C claims, and then, only if necessary, the Category B and Category A claims will be reduced pro rata by the remaining amount that the total Post 1977 Claims exceeds \$18 million as compared to the total amount of Post 1977 Claims for that category; and (ii) the remaining claims (*i.e.*, claims for Subject Works first published prior to 1978 and/or that were not reproduced, distributed, displayed or transmitted by a Database Defendant ("Pre 1978 Claims")) will, beginning with Category C claims, and then, only if necessary, Category B and Category A claims each be reduced pro rata by the same percentage as the corresponding Post 1977 category claims were reduced, if at all.

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. Proof of Claim

Attached to this notice is a Proof of Claim. The Proof of Claim is also available at www.copyrightclassaction.com and may be completed online or copied and submitted by mail. You should submit only *one* Proof of Claim (which can cover all your eligible works). **The Proof of Claim must be returned to the Claims Administrator by submitting it online or postmarking it on or before September 30, 2005.** Only class members who submit a valid, timely Proof of Claim will be eligible to receive a Settlement Payment.

You may be required to provide further information at a later date concerning your claim. You should keep all of your records that contain information pertaining to any of the Subject Works you published since 1978.

C. Attorneys' Fees and Costs; Special Award to the Representative Plaintiffs

Class Counsel have devoted substantial time and resources to this litigation over the course of more than four years. Class Counsel 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, Class Counsel will seek approval of an award of attorneys' fees in the amount of \$3,825,000, and reimbursement of their reasonable costs, which, as of this date, are slightly above \$500,000. Class Counsel will also seek approval of a special award for the Representative Plaintiffs in the amount of \$2,000 each, in recognition of their efforts in this action. The Defense Group does not oppose the payment of these fees, costs and special awards, all of which are subject to Court approval.

D. 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. Subject Works that class members do not elect to have removed or not restored may be displayed electronically only by the Database Defendants and by the Participating or Supplemental Participating Publisher(s) that have allegedly infringed those Works, 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 have not, on or prior to the date of this Agreement, 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.
7. No claims shall be released that are also compensable in Robertson I.

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 the Representative Plaintiffs and Class Counsel. You will receive the benefits of the settlement if approved by the Court (and if you timely submit a valid Proof of Claim) 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 **July 15, 2005**, and you must serve a copy on the attorneys listed at Section VI.4. below, and on Charles S. Sims, Proskauer Rose LLP, 1585 Broadway, 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 **July 15, 2005** to the Claims Administrator, whose address is listed below in Section VI. The postmark will determine the time of mailing. You may also exclude yourself online at www.copyrightclassaction.com, on or before **July 15, 2005**. 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 Settlement Agreement be approved. You will, however, have the right to bring a case on your own behalf.

V. Hearing On Final Approval Of Settlement

A hearing will be held on **July 28, 2005** at 10:00 a.m. in Courtroom 618 of the United States District Court Southern District of New York, United States Courthouse, 40 Centre 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 application for attorneys' fees and reimbursement of expenses and for a special award 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 and participate in the settlement and submit a claim, you are not required to do anything further at the present time.**

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 request for Class Counsel's attorneys' fees and costs and the request for a special award to the Representative Plaintiffs. If you wish to object to the settlement, you must follow these instructions: (1) You must appear at the hearing in person or, if you are represented by an attorney, your attorney must appear in person and demonstrate why the settlement or any part of the settlement should not be approved as fair, reasonable and adequate and why a final judgment dismissing all claims against the Defense Group with prejudice should not be entered; (2) On or before **July 15, 2005**, you must file with the Court a notice of intention to appear and 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 on the attorneys listed at Section VI.4. below, and on Charles S. Sims, Proskauer Rose LLP, 1585 Broadway, New York, NY 10036-8299, counsel for defendant Reed Elsevier, Inc. If you do not wish to object to the Settlement Agreement, it is not necessary to appear at the 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. You are requested to preserve all of your records relating to your Subject Works.
2. The Claims Administrator is:

The Garden City Group, Inc.
P.O. Box 9000 #6250
Merrick, NY 11566-9000
1(800) 330-0516
www.copyrightclassaction.com

3. If you have any questions, or if you change your address or if this Notice was not mailed to your correct address, you should notify the Claims Administrator. If the Claims Administrator does not have your correct address, you may not receive your Settlement Payment 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 Co-Lead Counsel for plaintiffs and the Class:

Michael J. Boni
Kohn, Swift & Graf, P.C.
One South Broad Street,
Suite 2100
Philadelphia, PA 19107-3389
mboni@kohmswift.com

Diane S. Rice
Hosie, Frost, Large & McArthur
Spear Street Tower, 22nd Floor
One Market Street
San Francisco, CA 94105
drice@hosielaw.com

A. J. De Bartolomeo
Girard Gibbs & De Bartolomeo LLP
601 California St., Suite 1400
San Francisco, CA 94108
ajd@girardgibbs.com

5. The pleadings and other records in this litigation may be examined and copied during regular office hours at the Office of the Clerk, J. Michael McMahon, 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: **March 31, 2005**

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